

## NEC3 Engineering & Construction Contract

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

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

**for Refurbishments of PTM&C Labs in Engineering**  
**Building at Simmerpan Complex**

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**CONTRACT No. [Insert at award stage]**

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# Part C1: Agreements & Contract Data

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<b>Contents:</b>	<b>No of pages</b>
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[to be inserted from Returnable Documents at award stage]	
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[to be inserted from Returnable Documents at award stage]	

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# 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:

### **Refurbishments of PTM&C Labs in Engineering Building at Simmerpan Complex for a period of 9 months**

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

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

Options 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 <sup>1</sup>	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

.....  
*(Insert name and address of organisation)*

Name & signature of witness

Date

Tenderer's CIDB registration number (if applicable)

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

## 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)

Capacity

**for the  
Employer**

.....  
*(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)*

*(Insert name and address of organisation)*

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

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

# 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	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X2 Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
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	The <i>Project Manager</i> is: (Name)	<b>TBC</b>
	Address	<b>TBC</b>
	Tel	<b>TBC</b>
	Fax	<b>TBC</b>
	e-mail	<b>TBC</b>
10.1	The <i>Supervisor</i> is: (Name)	<b>TBC</b>
	Address	<b>TBC</b>
	Tel No.	<b>TBC</b>

	Fax No.	<b>TBC</b>	
	e-mail	<b>TBC</b>	
11.2(13)	The <i>works</i> are	<b>Refurbishment of PTM&amp;C labs in Engineering building at Simmerpan Complex</b>	
11.2(14)	The following matters will be included in the Risk Register	<b>Risks to be identified at the project risk meeting</b>	
11.2(15)	The <i>boundaries of the site</i> are	<b>The boundaries of the NTCSA property at Simmerpan complex</b>	
11.2(16)	The Site Information is in	<b>Part 4: Site Information</b>	
11.2(19)	The Works Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>	
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>	
13.1	The <i>language of this contract</i> is	<b>English</b>	
13.3	The <i>period for reply</i> is	<b>2 weeks</b>	
2	The Contractor's main responsibilities	<b>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.</b>	
3	Time		
11.2(3)	The completion date for the whole of the works is	<b>TBC.</b>	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		1 Security clearance of personnel	TBC
		2 Submission of SHEQ implementation file	TBC
		3 Security & Safety Induction	TBC
30.1	The <i>access dates</i> are:	<b>Part of the Site</b>	<b>Date</b>
		1 Simmerpan complex	TBC
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>TBC</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>TBC</b>	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		

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**4 Testing and Defects**

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42.2 The *defects date* is **52 weeks after Completion of the whole of the works.**

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43.2 The *defect correction period* is **2 weeks**

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**5 Payment**

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50.1 The *assessment interval* is **between the 25 day of each successive month.**

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51.1 The *currency of this contract* is the **South African Rand.**

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51.2 The period within which payments are made is **3 weeks.**

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51.4 The *interest rate* 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**

**(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.**

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**6 Compensation events**

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60.1(13) The place where weather is to be recorded is: **Germiston, South Africa**

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The *weather measurements* to be recorded for each calendar month are, **the cumulative rainfall (mm)**

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**the number of days with rainfall more than 10 mm**

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**the number of days with minimum air temperature less than 0 degrees Celsius**

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**the number of days with snow lying at 09:00 hours South African Time**

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**and these measurements:**

	The <i>weather measurements</i> are supplied by	<b>The Contractor as verified by the Supervisor</b>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	<b>Germiston</b>
	and which are available from:	<b>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the Employer</b>
<b>7</b>	<b>Title</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional Employer's risks	<b>1. <u>Project delays</u> {•}</b> <b>2. <u>Force Majeures (Unforeseen &amp; Uncontrollable circumstances)</u>{•}</b> <b>3. <u>Cost Overruns</u> {•}</b>
<b>9</b>	<b>Termination</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with activity schedule</b>	
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The Adjudicator 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>
	Fax No.	<b>TBC</b>
	e-mail	<b>TBC</b>
W1.2(3)	The <i>Adjudicator</i> nominating body 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>
W1.4(2)	The tribunal is:	<b>arbitration.</b>

W1.4(5)	The arbitration procedure 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 if the arbitration procedure does not state who selects an arbitrator, is	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data. only South African law</b>
<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>	
X7.1	Delay damages for Completion of the whole of the works are	<b>0.1% per day up to a maximum of 10% contract value</b>
<b>X16</b>	<b>Retention (not used with Option F)</b>	
<b>X16.1</b>		
	The retention percentage is	<b>10% will be retained on each approved Assessment Certificate.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to:	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:	<b>the amount of the deductibles relevant to the event</b>
X18.3	The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to	<b>The greater of</b> <b>1. the total of the Prices at the Contract Date and</b> <b>• the amounts excluded and unrecoverable from the Employer's assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as at contract date.</b>

<p>X18.4</p>	<p>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>	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ol style="list-style-type: none"> <li><b>2. Defects due to his design which arise before the Defects Certificate is issued,</b></li> <li><b>3. Defects due to manufacture and fabrication outside the Site,</b></li> <li><b>4. loss of or damage to property (other than the <i>works</i>, Plant and Materials),</b></li> <li><b>5. death of or injury to a person and</b></li> <li><b>6. infringement of an intellectual property right.</b></li> </ol>
<p>X18.5</p>	<p>The <i>end of liability date</i> is</p>	<p><b>(i) 3 (Three) years after the <i>defects date</i> for latent Defects and</b></p> <p><b>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</b></p> <p><b>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</b></p>
<p><b>Z</b></p>	<p><b>The <i>Additional conditions of contract</i> are</b></p>	<p><b>Z1 to Z15 always apply.</b></p>
<p><b>Z1</b></p>	<p><b>Cession delegation and assignment</b></p>	
<p>Z1.1</p>	<p>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>.</p>	
<p>Z1.2</p>	<p>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.</p>	

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**Z2 Joint ventures**

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

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- 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*.
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- 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.
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- 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.
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**Z4 Confidentiality**

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

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

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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.

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

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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*:

7. 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;
8. 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
9. 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.

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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.

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

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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.

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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.

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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.

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**Z8 Notifying compensation events**

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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".

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**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:

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> 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,
<b>Coercive Action</b>	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,
<b>Collusive Action</b>	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,
<b>Committing Party</b>	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractor or the Subcontractor's employees,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	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**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Loss of or damage to the <i>works</i> , 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 <i>works</i> , 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	<b><u>Loss of or damage to property</u></b> <b><u>Employer's property</u></b> 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  <b><u>Other property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 13.2**

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

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit 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
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## Z14 Nuclear Liability

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

## Z15 Asbestos

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z15.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z15.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

**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.

Month	Weather measurement				
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[•]	[•]	[•]	[•]	
February	[•]	[•]	[•]	[•]	
March	[•]	[•]	[•]	[•]	
April	[•]	[•]	[•]	[•]	
May	[•]	[•]	[•]	[•]	
June	[•]	[•]	[•]	[•]	
July	[•]	[•]	[•]	[•]	
August	[•]	[•]	[•]	[•]	
September	[•]	[•]	[•]	[•]	
October	[•]	[•]	[•]	[•]	
November	[•]	[•]	[•]	[•]	
December	[•]	[•]	[•]	[•]	

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

# C1.2 Contract Data

## Part two - Data provided by the Contractor

### Notes to a tendering Contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 (April 2013) Guidance Notes.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [        ] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

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:	

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

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is			
11.2(14)	The following matters will be included in the Risk Register			
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:			
31.1	The programme identified in the Contract Data is			
<b>B</b>	<b>Priced contract with bill of quantities</b>			
11.2(20)	The <i>activity schedule</i> is in	<b>(in figures)</b> <b>(in words), excluding VAT</b>		
11.2(30)	The tendered total of the Prices is			
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).</i>		
<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is	<b>Minus</b> %		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are  <b>Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates.</b>  <b>Please insert another schedule if foreign resources may also be used</b>	<b>Category of employee</b>	<b>Hourly rate</b>	

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	3
C2.2	The <i>bill of quantities</i>	BOQ Attached

## C2.1 Pricing assumptions: Option B

### 1. How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	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.

### 2. 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.

### 3. 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.

## 4. Measurement and payment

### 4.1. 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 <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
sum	Lump sum
t	tonne (1000kg)

### 4.2. 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.

### 4.3. Departures from the method of measurement.

#### **4.4. 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*.

See attached Bill of Quantities.

## PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	
C3.1	<i>Employer's Works Information</i>	
C3.2	<i>Contractor's Works Information</i>	
Total number of pages		<b>32</b>

## C3.1: EMPLOYER'S WORKS INFORMATION

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## 1. Description of the works

### 1.1. Executive overview

The National Transmission Company of South Africa (NTCSA) seeks to provide workshops & equipment's for both training & testing purposes. The facility/Project manager was instructed to upgrade the Labs in the engineering building at Simmerpan Complex, namely Protection and Control equipment room (Phase 6), the Legacy equipment room, the Telecoms equipment and the Metering Equipment, test, and training workshops. This document covers the construction work that will be done at the Engineering building Labs in Simmerpan Complex.

To address these concerns, NTCSA Real Estate Project Managers has tasked the Engineering Department with inspecting and specifying upgrades for Phase 2 of these project, which is a follow up refurbishment project to Phase 1 that has already been done.

The objective is to carry out refurbishments in the Labs that meets NTCSA standards & norms. This initiative aims to upgrade the Labs that are world class and to ensure compliance with the National Building Regulations, Eskom standards, and the Occupational Health and Safety Act (Act 85 of 1993).

This document must be read in conjunction with the requirements as specified in SIMCO25-P02-SE-D50 scope of work for the refurbishments PTM&C Labs in the Engineering Building at Simmerpan Complex.

### 1.2. Employer's objectives and purpose of the works

Upgrades to the Labs in the Engineering building at Simmerpan Complex are required to meet functional requirements and for compliance. Designs and construction are in accordance with [1] – [11] **References** in Technical Specification (SIMCO25-P02-SE-D50). All construction is to be carried out in accordance with Eskom's Safety, Health and Environmental Specification. During construction all necessary safety procedures must be strictly adhered to. This document should be referenced in conjunction with the relevant drawings.

#### Identified Buildings:

Simmerpan Complex Engineering Building (NTCSA):

- Protection and Control equipment room (Phase 6),
- The Legacy equipment room,
- The Telecoms equipment and the Metering Equipment, test, and training workshops.

### 1.3. Details of the Scope of Work

The scope of work entails the full development of the project definition to enable the following high-level tasks at Simmerpan Complex, this includes, but is not limited to, the following activities:

#### 1.3.1. The Architectural Scope of Work involves the following design aspects:

- PTM & C (Phase 6) Lab refurbishment
- Legacy Lab refurbishment
- Telecoms Lab refurbishment

#### 1.3.2. PTM&C (Phase 6) Training Facility

- Building works: wall improvements (paint), window modifications (floor to ceiling window), signage, emergency exits.
- Infrastructure: HMI desks, fire safety (extinguishers, smoke detectors).
- Install new aluminium curtain wall in the front, from FFL. - Wall height.
- Install new aluminium door.
- Build new steps for easy access between labs.

- Install single galvanised steel barrier along the curtain wall inside the facility to protect the aluminium curtain wall against any moving equipment.

#### **1.3.3. Legacy Protection Training Facility**

- Install new raised computer flooring as per SIMCO25P02-SE-D50-06.
- Structural: replace doors/windows, build ramps, remove outdated fixtures.
- Furniture: new chairs and desks, first aid kits.
- Install new aluminium curtain wall in the front, from FFL. -Wall height
- Install new aluminium and timber doors.
- Build new steps for easy access between labs.
- Install single galvanised steel barrier along the curtain wall inside the facility to protect the aluminium curtain wall against any moving equipment.

#### **1.3.4. Telecoms Ground Floor Training Facility**

- Install new raised computer flooring as per SIMCO25P02-SE-D50-06.
- Structural: replace doors/windows, build ramps, plaster and paint.
- Install new aluminium curtain wall in the back, from FFL. -Wall height.
- Install new aluminium doors.
- Install single galvanised steel barrier along the curtain wall inside the facility to protect the aluminium curtain wall against any moving equipment.
- Build new storage room and create a fire escape route.

#### **1.3.5. Telecoms Training Room**

- Install new aluminium window with glazing that blocks heat.
- IT/AV: Install smart board, projector.
- Safety and structural: trip hazard mitigation, reinforced walls.
- Furniture: desks, chairs, and training laptops.

#### **1.3.6. Idea Training Facility**

- Building improvements: Paint & carpet.
- Install aluminium windows with glazing that blocks heat.

#### **1.3.7. Storeroom (Phase 6 & Legacy)**

- Install timber doors, wall-mounted shelving.
- Install new walls in certain areas: refer to SIMCO25P02-SE-D50-02.

## 1.4. Interpretation and terminology

The following abbreviations are used in this Works Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
NTCSA	National Transmission Company of South Africa (a subsidiary of Eskom)
ECC3	NEC 3 Engineering and Construction contract
TRE	Transmission Real Estate
NEC	New Engineering Contract
PTM&C	Protection, Telecommunications, Metering & Control
ISO	International Organisation for Standardisation
SANS	South African National Standards
SABS	South African Bureau of Standards
QM	Quality Management
SHEQ	Safety, Health, Environment & Quality
MS	Microsoft
CAD	Computer Aided Draughting
EMP	Environmental Management Plan
SOW	Scope of Works
FFL	Finished Floor Level
HMI	Human-Machine Interface
HDPE	High-Density Polyethylene
PVC	Polyvinyl Chloride
DB	Distribution Box
AC	Alternating Current
DC	Direct Current
GPS	Global Positioning System
WI-FI	Wireless Fidelity
UPS	Uninterrupted Power Supply
HVAC	Heating, Ventilation and Air conditioning
PA	Public Address
LABS	Laboratory's

## 1.5. Definitions

Definition	Description
Competent person	Person who is qualified by virtue of his education, training, experience and contextual knowledge to make a determination regarding the performance of a building or part thereof in relation to a functional regulation or to undertake such duties as may be assigned to him in terms of the National Building regulations.
Rational assessment	Assessment by a competent person of the adequacy of the performance of a solution in relation to requirements including as necessary, a process of reasoning, calculation and consideration of accepted analytical principles, based on a combination of deductions from available information, research and data, appropriate testing and service experience
Rational design	Design by a competent person involving a process of reasoning and calculation and which may include a design based on the use of a standard or other suitable document.

## 2. Management and start up.

### 2.1. Management meetings

#### General

Formal routine meetings shall be held throughout the duration of the contract. Should the requirement arise for any other additional meeting such meetings will be schedule accordingly. These meetings provide a forum for review of *Contractors'* operations, assessment of progress and schedule, discussion and resolution of problems facing the *Contractor* and *Project Manager* and coordination of the activities of all parties concerned.

All safety meetings will be held as per attached SHE specification.

#### Pre-Construction kick off meeting.

The kick off meeting will take place prior to the *Contractor* mobilising to site between *Employer* and the *Contractor*. This meeting will be held at a location to be determined by the *Employer*.

#### Minutes of Meeting

The *Project manager* will prepare minutes of meeting for all meetings held between *Employer* and *Contractor*. The Minutes of Meeting contain all significant aspects of the meeting recorded together with any actions placed and is presented to the *Contractor* for signature within 7 working days after the meeting. The Contractor needs to sign off the minutes as acceptance within 3 working days. After the *Contractor* has signed the minutes of meeting, the minutes are to be officially published.

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, SHEQ, technical clarification and compensation events	To be advised by the <i>Project Manager</i>	Simmerpan and/or Microsoft Teams	<i>Employer, Contractor, Supervisor, and SHEQ</i> and other representatives as required.
Overall contract progress and feedback	To be advised by the <i>Project Manager</i>	Simmerpan and/or Microsoft Teams	<i>Employer, Contractor, Supervisor, and other</i> representatives as required.
Risk register, SHEQ, technical clarification and compensation events	To be advised by the <i>Project Manager</i>	Simmerpan and/or Microsoft Teams	<i>Employer, Contractor, Supervisor, and SHEQ</i> and other representatives as required.

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.

## 2.2. Documentation control

The language of all documentation is in English. The *Contractor* includes the *Employer's* drawing number in the drawing title block. This requirement only applies to design drawings developed by the *Contractor* and its *Sub-Contractors*. Drawing numbers are assigned by the *Employer* as drawings are developed.

Documentation control by the *Employer* will be done using the NTCSA project group standard documentation management system and using OpenText for electronic filing.

All correspondence from the *Employer* to the *Contractor* will be referenced using the following reference.

### YYMMDD\_Type\_DocumentTitle\_Uniqueidentifier\_WBS\_Revision.File Extension

The naming convention is explained as follows.

- YYMMDD refers to the date of the document in the format Year/Month/Date. This is the date of approval if the document is approved. For a new document that has just been created, it will be the date that the document was created on.
- Type refers to the latest folder/collection level in the WBS filing structure in which the document is published. Hence it refers to the folder/collection location of the documents. This is in line with the current practice within Tx RE of including the folder name in the naming of files/documents.

The various types to choose from are on the left-hand side as follows:

➤ Incoming Correspondence	(Communication)
➤ Outgoing Correspondence	(Communication)
➤ Presentation	(Meetings)
➤ Minutes	(Meetings)
➤ Project Audit Report	(Project Reporting)
➤ Weekly Report (Historic)	(Project Reporting)
➤ Technical Report	(Engineering and Design)
➤ Designs and Proforma Bill of Materials	(Engineering and Design)
➤ Specification	(Engineering and Design)
➤ Project Schedule	(Schedule Management)
➤ Tender	(Commercial Management)
➤ Contract	(Commercial Management)
➤ Risk	(Risk Management)
➤ Insurance	(Risk Management)
➤ Safety and Health	(SHEQ)
➤ Environment	(SHEQ)
➤ Quality	(SHEQ)
➤ Invoices and Payments	(Financial Management)
➤ Project Monthly Expenditure/Cash flows	(Financial Management)
➤ Finalisation	(Financial Management)
➤ Incoming Transmittal Form	(Transmittals)
➤ Outgoing Transmittal Form	(Transmittals)
➤ Site Personnel Details	(Human Resource Management)
➤ Task Schedule	(Human Resource Management)
➤ Commissioning and Handover	(Commissioning and Handover)

- 
- Photo (Photos)
- Project Close-out (Project Close-out)
- Revision refers to the revision status of the document that has been approved.
- File Extension refers to the file types such as doc, pdf, tif, xls, ppt, mpp. This is by default indicated on the file name.

**Summary of the documentation required from the Contractor before and during construction which includes the following.**

Document	Before	During
Programme	x	x
Resource Schedule	x	x
Health and Safety Plan	x	
Quality Assurance Plan	x	
Method Statements	x	
Material Inventory		x
Drawing Register	x	x
Progress Schedule		x
Application for payment		x
Weather Data	x	x
Monthly Safety Report		x
Progress Photographs		x

**Contractual correspondence**

- Properly compiled letters on official company letter head or forms attached to an email and not as a message in an email itself.
- Alpha numeric identification- reference: **Date/ Refurbishment of PTM&C Labs/ communication Number**
- All correspondence to be addressed to the *Project Manager*

**Contractual forms to be used (To be forwarded to Contractor)**

- ECC- Early Warning by *Contractor*
- ECC- Notification of CE (Compensation Event) by the *Contractor*

**Site Communications**

*Contractor* site diary signed daily by the *Supervisor*.

*Contractor* daily site diary (Minimum requirements on *Contractor* daily Site Diary are):

Contract No.

Date

Work hours- Start, Finish and Overtime

Rainfall (mm)

Temperature

Visitors to site

Contractor employees on site and description (*site Agent, Foreman, Skilled, Etc*)

List of Plant and Equipment

Brief description of the day's activities

Toolbox talk topic.

Daily site diary should be signed daily by the *Employer- Site manager/ Supervisor* and *Contractor-Contract Manager/ Site Agent*

Daily *Contractor's* attendance registers to be attached to the daily site diary.

Site Instructions issued by the *Supervisor*.

Site Memorandums addressed to the *Supervisor*.

### 2.3. Health and safety risk management

In addition to the requirements of the laws governing health and safety, NTCSA may have some additional requirements particular to the works and the Working Areas for this contract. The text below provides for these being attached as an Annexure to this Works Information.

The *Contractor* shall comply with Issued Safety, Health and Environmental Specification for the Refurbishments of PTM&C Labs in Engineering building at Simmerpan Complex contained in Annexure (SHE Specification 559-1177047958) to this Works Information and other applicable legal requirements.

The *Contractor* shall ensure SHEQ department approve the safety file before commencement of work and 37.2 agreement are signed by both parties.

The *Contractor* must ensure that all his personnel attend a health and safety induction course prior to starting with their work. The induction course can, on request, be provided by *Employer* and will be valid for the duration of the services.

Safety risk management has the right and authority to visit and inspect the *Contractor's* workplace on site establishments to ensure that tools, machinery and equipment comply with the minimum safety requirement.

The *Employer's* representative is entitled to instruct the *Contractor* to stop work, without penalty to the employer, while the *Contractors'* personnel failed to comply with Eskom Life Saving Rules, procedures and standard and other legal requirements contravene health and safety regulations. The *Employers* representative is entitled to cause the *Contractor* to discipline his employees and to conduct a disciplinary action and submit a report to the employee representative. The *Contractor* shall implement additional health and safety precautions when necessary.

The *Contractor* provides all his personnel with the required personal protective equipment.

Risk assessment, Pre-job briefs, post-job briefs and job observation will be conducted for all jobs.

The *Employer* follows an accident prevention policy that includes the investigation of all incidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incident. The *Contractor* is expected to fully cooperate to achieve this objective. The *Employers* representative must be informed immediately of any incident and any damage to property or equipment may be reported to the *Employers* representative within 24 hours

The *Contractor* complies with the occupational health and Safety Act, 1983, and regulations the act and all safety procedures issued by the *Employer*. The *Contractor* must furthermore comply with the employer safety health and environmental requirements for *Contractors*.

The *Contractor* ensures all personnel are provided with risk based personal protective equipment for free of charge and with company logo.

The *Contractor* will not be allowed to transport any of its workers in open vehicle to and from site as prescribed in the Eskom NTCSA safety policy.

The *Contractor* shall adhere to Eskom lifesaving rule.

## 2.4. Environmental constraints and management

The *Contractor* to have an Environmental Management System in place that will ensure that the requirements are effectively implemented and managed.

The *Contractor* is required to ensure that all goods, services or works supplied in terms of the contract conform to all applicable environmental legislation.

The *Contractor* to have an environmental management system in place that will ensure that the requirements of the environmental management plan are effectively implemented and managed.

Campsite establishment and de-establishment are to be managed in accordance with specification.

The layout should be such that it facilitates a circular traffic route that eliminates the need to reverse when loading and off-loading.

The *Contractor* complies with the environmental criteria and constraints stated in Annexure (SHE Specification 559-1177047958)

## 2.5. Quality assurance requirements

The *Contractor* complies with the quality criteria stated in the 240-105658000 Supplier Quality Management Specification attached to this Works Information. The *Contractor* is to provide a quality inspection and test plan for the design, manufacture, delivery, and installation as stated in the Scope of Work, for approval.

## 2.6. Programming constraints

Tenderers will be evaluated with due consideration to the resources (both personnel and equipment) committed to the project as indicated in the tender programme. All proposed Subcontractors and Suppliers are to be identified at tender stage and will be included in the evaluation process.

The programme is to be submitted for acceptance in accordance with Core Clause 31 in the ECC3, in terms of which resources to complete each activity must be clearly identified. The programme is to be submitted within two weeks of the *starting date*. It is suggested that Gantt or bar chart formats be used for project planning, while progress graphs/schedules be submitted at monthly meetings to monitor progress.

The programme is to include the following information.

- Method statements which identify the equipment and other resources which the *Contractor* plans to use for the execution of the various activities of the project.
- Planned sectional completion dates as required as well as the completion date for the whole of the works.
- The order and timing of the operations which the *Contractor* plans to do in order to provide the works.

provisions for:

- Float
- Time risk allowances
- Health, Safety and Quality requirements
- Environmental compliance requirements

The *Contractor* submits the first programme to the *Project Manager* for acceptance within two (2) weeks of the *starting date*. The programme must be in Primavera or Microsoft Project format.

The *Contractor* revises the programme as required in accordance with Core Clause 32 of ECC3. Each time the programme is revised, the *Contractor* is to submit a revised forecast rate of invoicing to the *Project Manager*.

## 2.7. Contractor's management, supervision and key people

The *Contractor* submits an organogram which clearly indicates the people resources that will be utilised for this project. The organogram must clearly indicate lines of authority as well as lines of communication.

Site staff as well as head office staff must be indicated. It must state any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. The Person carrying out and signing off any designs and installation needs to be a Competent Person with the required professional registration.

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

- The Contractor can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The Contractor is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted to [invoicesntcsalocal@ntcsa.co.za](mailto:invoicesntcsalocal@ntcsa.co.za).

## **2.9. Insurance provided by the Employer**

Insurance related queries for this project can be addressed to the *Project Manager* who will then refer the query to the applicable NTCSA specialist with regards to insurance matters for this project. The insurance policy provided by the *Employer* will be dealt with as specified in Clause 86.1.

## **2.10. Contract change management.**

This is not applicable.

### 3. Engineering and the Contractor's design

#### 3.1. Employer's design

Please refer to the detail Scope of Work SIMCO25-P02-SE-D50 & drawings listed in **7.1 List of Drawings**.

#### 3.2. Parts of the works which the Contractor is to design

Please refer to the detail Scope of Work SIMCO25-P02-SE-D50 & drawings listed in **7.1 List of Drawings**.

#### 3.3. Procedure for submission and acceptance of Contractor's design

All project documents are submitted to the *Project Manager* with a transmittal note according to Project / Plant Specific Technical Documents and Records Management Work Instruction (240-76992014). In order to portray a consistent image, it is important that all documents used within the project follow the same standards of layout, style and formatting as described in the Work Instruction.

In addition, the *Contractor* adheres to the following:

- Project Handover Documentation Management Procedure (240-66920003).
- Project Documentation Deliverable Requirement Specification (240-65459834).
- Technical Documentation Classification and Designation Standard (240-54179170).

The *Contractor* submits all documentation to the *Project Manager* as well as the Project's Documentation Centre as follows:

- Electronic copies are submitted to NTCSA Documentation Centre through SharePoint transmittal site that will be provided during contract award.
- Hard copies are submitted to the *Project Manager* accompanied by a Transmittal Note.

The following documents are to be supplied by The *Contractor* within the pre-determined schedule:

- Functional description of the system
- Operation and Maintenance Instruction manual.
- Original Manufacturers product documents.
- Commissioning procedure.
- Handover certificates.
- Inspection and Test Procedures.
- And other project related documents.

### 3.4. Other requirements of the Contractor's design

Any proposed design change by *Contractor* must be forwarded to the *Project Manager* for approval prior to the commencement. All Design change management are performed in accordance to the latest revision of the Eskom Project Engineering Change Management Procedure (240-53114026).

This should be done 14 days prior to the *Contractor's* planned start date. The *Project Manager* will liaise with the applicable engineering representative and manage the process of approval. The *Contractor* will be notified in writing by the *Project Manager* when the proposal has been approved and when work can commence.

### 3.5. Use of Contractor's design

Upon acceptance of the *Contractor's* designs, copyright will pass to the *Employer*.

### 3.6. Design of Equipment

Contractor submits particulars of the design of an item of equipment for the *Project Manager* for acceptance if the *Project Manager* instructs them to.

### 3.7. Equipment required to be included in the works

There is no specific requirement for specialist equipment to be provided by the *Contractor* for the works. The *Contractor* must supply all equipment he deems necessary to complete the works.

Accredited access equipment personnel:

*The Contractor* indicates the method of accessing certain areas and the equipment to be used, especially for accessing work areas above ground level.

Should scaffolding be used by *The Contractor*, *The Contractor* to use suitably qualified personnel for the erection, use, dismantling and inspection of access scaffolding. The *Contractor* shall comply with SANS 10085

Use of all other access equipment shall be subject to approval by the *Employer* prior to such equipment being allowed on site.

Personnel handling and inspecting equipment shall be in possession of the respective valid accredited training certificates for the respective equipment.

Personnel handling and inspecting equipment shall have valid accredited training certificates.

### **3.8. As-built drawings, operating manuals and maintenance schedules**

As-built drawings required, must be marked up by the *Contractor* in conjunction with the *Engineer*. The final completion certificate for the works will not be issued by the *Project Manager* unless all as-built drawings have been received if required. The *Contractor* should take note that the 100% retention release is subject to the *Employer* having received the As-built drawings and maintenance manual.

As-built/Floor plan drawings supplied by The *Contractor* to the *Employer* for all areas where changes have applied.

Terminal equipment locations and proposed cable routes shall be indicated on these drawings.

The *Contractor* uses red lines on drawings to show areas as per the Eskom convention for marking up drawings.

Operating manuals to supplied by the *Contractor* to the *Employer* and offer training.

## 4. Procurement

*Contractors* refers to the NTCSA Holdings Standard Conditions of Tender, Johannesburg 2007 as included elsewhere in this document.

### 4.1. People

#### 4.1.1. Minimum requirements of people employed on the Site

Police clearance is required for personnel that the *Contractor* utilises on the site as the site location is a National Key Point due to its proximity to the National Control Centre.

#### 4.1.2. BBBEE and preferencing scheme

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

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit
- “proof of B-BBEE status level of contributor” means-
- (a) the B-BBEE status level certificate issued by an authorised body or person; or
- (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

### 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, 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.

**Supplier Development Localisation and Industrialisation**

**Section 1: Objective Criteria:**

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

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit
- “proof of B-BBEE status level of contributor” means-
  - (a) the B-BBEE status level certificate issued by an authorised body or person; or
  - (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

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

Designated sectors

Commodity	Local Content Threshold – 100%
Wires	100%
Cables	90%

Note: SBD 6.2 Declaration Form and Annexure C, D&E are mandatory for contract award.

CIDB level

The required CIDB grading is 5GB or higher.

**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.

Transformation – BBBEE Improvement or Retention Plan

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

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

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

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

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

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

B-BBEE requirements

All tenderers must at a minimum maintain their B-BBEE status throughout the contract period.

Skills Development

Tenderers are required to propose against the following training initiatives:

Skills Type	NTCSA Target	Supplier's Proposal

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.

Proposed number of Jobs to be created	Number of Jobs to be Retain

**Note:**

Preference must be given to local community to avoid disruption of the project.

Qualifying candidates shall be currently unemployed graduates from university, Technical and Vocational Education and Training (TVET) Colleges and/or Matriculates. The skills development candidates shall be representative of the population demographics of South Africa and be sourced from within the vicinity of the station

Procurement spends on entities with a minimum 51% black ownership

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 Designated Group	from	NTCSA Target	Tenderer Proposal
Black Owned		4.0%	
Black Women Owned		3.0%	
Black Youth Owned		2.0%	
Black Persons with Disability		1.0%	

#### Section 4: SDL&I penalty and performance security:

NTCSA will apply a penalty of 2.5% of the Contract 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 5: 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 to 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.

## **4.2. Subcontracting**

### **4.2.1. Preferred subcontractors**

The *Employer* does not have any preferred *Sub-Contractors* that the *Contractor* must use. The *Contractor* must source products that are to specification. The *Contractor* to notify NTCSA in the event of using any *Sub-Contractor*. A *Sub-Contractor* cannot subcontract work to another *Sub-Contractor*.

### **4.2.2. Subcontract documentation, and assessment of subcontract tenders**

The *Employer* expects the *Contractor* to manage his *Sub-Contractors* in the same way that the *Employer* manages the *Contractor*. Special attention must be given to the management of the *Sub-Contractors* SHEQ compliance in the same way that the *Employer* manages the *Contractor*.

It is recommended that the *Contractor* make use of the NEC contracting system to ensure a contracting standard throughout.

The *Employer* to approve all *Sub-Contractors* and suppliers that the *Contractor* employs for this contract.

### **4.2.3. Limitations on subcontracting**

Sub-contracting will be allowed, and list of proposed *Sub-Contractors* must be included in the tender document as part of technical returnable. All *Sub-Contractors* to be approved by the *Project Manager* prior to appointment by the *Contractor*.

## **4.3. Plant and Materials**

### **4.3.1. Plant & Materials provided “free issue” by the Employer**

No equipment or materials are provided “free issue” to the *Contractor* for this contract. All equipment and material necessary for the works are to be provided by the *Contractor*.

### **4.3.2. Contractor’s procurement of Plant and Materials**

All transportation to site of equipment and material required for this project will be by means of road transport. The *Contractor* must familiarise himself with the road conditions to Simmerpan complex.

manage such storage areas as to ensure safety compliance as well as security of any equipment and material.

### **4.3.3. Spares and consumables**

Replacement components are to be readily available. The *Contractor* guarantees that all components are available in South Africa in the foreseeable future for at least 20 years.

## **4.4. Tests and inspections before delivery**

Test and inspections to be done before delivery on site.

## **4.5. Marking Plant and Materials outside the Working Areas**

There are no requirements for the “Marking” of equipment and materials outside the Working Areas.

## 5. Construction

### 5.1. Temporary works, Site services & construction constraints

#### 5.1.1. Employer's Site entry and security control, permits, and Site regulations

The *Employer* will provide access control for the Site. All persons and vehicles entering or exiting Simmerpan complex may be subjected to searches, and the *Employer* reserves the right to refuse entrance to the site, to any person not meeting security and/or access requirements. From time to time, and as required, the *Employer* will issue policies and procedures regarding Site security and access control. These policies and procedures shall be strictly adhered to by the *Contractor*. The *Employer* shall be entitled, at his discretion, to amend or relax the Site security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation. Any breach of security must be reported to the *Employer* immediately.

#### 5.1.2. Restrictions to access on Site, roads, walkways and barricades

The *Contractor's* Personnel and any visitors on the Site must be in possession of a valid identification card supplied by the *Contractor*. The *Employer* furthermore may remove from the Site (or from any other places, if any, as may be specified under the Contract as forming part of the Site) any person who ceases, for any reason, to have legitimate business thereon.

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

The *Contractor* must clearly indicate any shift work or extended working hour work that is required in order to meet with the required completion and milestone completion dates of the contract. The *Project Manager* and *SHEQ manager's* permission must be obtained prior to working such hours. Permission will only be granted if the longer hours worked have been accepted in writing by the Department of Labour.

#### 5.1.4. Health and safety facilities on Site

The *Contractor* must refer to: Safety, Health and Environmental Specification for the works.

#### Title to materials from demolition and excavation

The removal and disposal of any old material and equipment from site is the responsibility of the *Contractor*.

#### 5.1.5. Cooperating with and obtaining acceptance of Others

Except as directed by the *Employer*, the *Contractor* shall in no way interfere with, remove, adjust or operate equipment and/or materials of or being supplied or operated by Other *Contractors*, should third parties be in the same work environment. The *Contractor* shall, at all times, keep the work of Other Project *Contractors* free from damage.

#### 5.1.6. Publicity and progress photographs

This is not applicable.

#### 5.1.7. Contractor's Equipment

The *Contractor* keeps a daily record of all equipment and machinery on site. The information must be captured in such a way that differentiation is made between hired and owned equipment. The record must also clearly indicate when equipment is working and who the operator of the said equipment was for the recorded shift.

These records are verified and signed off by the *Engineer* on a daily basis and this document must be available on site at all times.

The *Contractor* provides the following to complete the Works:

- a) All scaffolding required.
- b) Any equipment necessary to complete the Works.
- c) Lifting facilities.
- d) Man-power required to temporarily move stored equipment and material when painting and preparing walls and floors.

The *Contractor* supplies, installs, maintains, and removes all temporary construction facilities and utilities necessary to provide the Works.

#### **5.1.8. Equipment provided by the Employer**

No equipment will be provided by the *Employer*. The *Contractor* provides all equipment and tools required to complete the works.

#### **5.1.9. Site services and facilities**

The *Employer*, at his expense, arranges for, develop and maintain the various facilities and services at or near the Site, as applicable. The services and facilities provided by the *Employer* are listed below:

- Electricity;
- Water supply; and
- Sanitary Services.

#### **5.1.10. Facilities provided by the Contractor**

*Contractor* is responsible for site establishment and de-establishment at project completion.

*Contractor* to provide containers for storage of material and offices.

*Contractor* will provide all material and equipment.

*Contractor* to provide generator in case of outages/loadshedding.

#### **5.1.11. Existing premises, inspection of adjoining properties and checking work of Others**

The *Contractor* surveys the existing equipment before any repairs, procurement, fabrication or installation.

#### **5.1.12. Survey control and setting out of the works**

Not Applicable.

#### **5.1.13. Excavations and associated water control**

Not Applicable.

#### **5.1.14. Underground services, other existing services, cable and pipe trenches and covers**

Refer to technical specification.

#### **5.1.15. Giving notice of work to be covered up**

The *Contractor* must refer to: Safety, Health, and Environmental Specification for the works.

**5.1.16. Hook ups to existing works**

The *Contractor* must refer to: Safety, Health, and Environmental Specification for the works.

**5.2. Completion, testing, commissioning and correction of Defects****5.2.1. Work to be done by the Completion Date**

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

	Item of work	To be completed by
	All as-built drawings	Within one week after Completion

**5.2.2. 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.

**5.2.3. Materials facilities and samples for tests and inspections**

Any samples that must be provided are to be provided by the *Contractor* once the contract has been awarded. The *Contractor* must supply materials facilities and samples for tests as prescribed in the relevant SANS practice code.

The *Contractor* includes the following on his ITP to be witnessed by the *Engineer*:

- Acceptance of all relevant documents and drawings.
- Inspection of modifications before the installation
- Final inspection before the handover to the *Employer*.
- Inspection to ensure that all required records are available.

**5.2.4. Commissioning**

The *Contractor* does comprehensive pre-commissioning, commissioning as well as quality monitoring on all systems and is to provide the following:

- On completion of the works, full testing shall be carried out on the installation to ensure compliance to all relevant standards.
- The Contractor shall provide all instruments and equipment required for commissioning and testing of the installations at completion.
- On completion of the installation, an Electrical Certificate of Compliance (CoC) shall be issued for the installation in terms of the Occupational Health and Safety Act, (OHS Act 85 of 1993).
- The competent person shall perform illumination measurements. Illumination measurement reports shall be produced and submitted to the *Employer*. Measurements shall be performed once the installation has been completed.
- The *Contractor* shall be responsible to replace faulty equipment for the duration of the offered guarantee periods.

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

There are no requirements or start-up procedures required from the *Contractor* to put the works into operation.

**5.2.6. Take over procedures.**

Take-over of the Works shall be in accordance of NEC ECC3 hand over certification and projects execution hand over document.

The *Contractor* advises the *Project Manager* when the works will be available for final inspection and provide assistance where required.

By completion date in the contract data, the *Contractor* shall complete all work required. The *Project Manager* prior to release of retention money shall approve all the completed works. The *Contractor* maintenance the works until the defects date.

**5.2.7. Access given by the Employer for correction of Defects**

Clause 43.4 of the NEC will apply.

**5.2.8. Performance tests after Completion**

This is not applicable.

**5.2.9. Training and technology transfer**

Compliance to the SD&L requirements.

**5.2.10. Operational maintenance after Completion**

This is not applicable.

## 6. Plant and Materials standards and workmanship

### 6.1. Investigation, survey and Site clearance

Refer to Scope of Work.

### 6.2. Building works

This is not applicable.

### 6.3. Civil engineering and structural works

- PTM&C ramps
- Telecoms building ramps
- Drainage

#### 6.3.1. PTM&C Ramps

There is an existing ramp providing access to the PTM&C Building. The current slope of the ramp is excessively steep and does not comply with SANS 10400-S, the South African National Building Regulations that address accessibility for persons with disabilities.

The ramp will be modified to achieve a maximum slope of 1:12, measured along the centreline. The proposed modification will include the following:

- Scabbling of the top section of the existing ramp to prepare the surface.
- Dowelling Y10 L-bars into the existing ramp to a minimum embedment depth of 40 mm.
- Installation of reinforcement mesh in accordance with Drawing No. Simco25P02-SE-D67.

#### 6.3.2. Casting of new concrete to form the modified ramp.

In addition, a new ramp will be constructed at the other entrance of the PTM&C Building. This ramp will be designed and constructed in accordance with Drawing No. Simco25P02-SE-D67.

#### 6.3.3. Telecoms Building Ramp Modification.

Currently, access to the Telecoms Building is difficult. The access door is positioned 380 mm above the top of the existing concrete floor. The existing ramp does not rise to the level of the door threshold, which makes access to the building challenging. As a result, it is proposed that the ramp be modified.

The proposed works include the following:

- Demolition of the existing ramp.
- Construction of a new ramp in accordance with Drawing No. Simco25P02-SE-D69.
- Installation of a 120 mm HDPE pipe within the ramp to allow for the flow of stormwater, as detailed on Drawing No. Simco25P02-SE-D69.
- Installation of a softboard joint between the existing floor and the new ramp to prevent cracking of the new ramp.

#### 6.3.4. Drainage.

There is a drainage issue in front of the PTM&C Building and adjacent to the Telecoms access door. During periods of rainfall, water ponds in these areas. A solution to address this drainage problem will be implemented in accordance with Drawing No. Simco25P02-SE-D70.

The scope of works includes the following:

- Re-grading the existing concrete floors by casting new concrete to achieve the required falls, in accordance with the drawing details.
- Installation of a drainage channel in front of the PTM&C Building.
- Installation of a 150 mm PVC pipe to connect the new drainage channel to the existing manhole, as detailed on Drawing No. Simco25P02-SE-D70.

#### **6.4. Electrical & mechanical engineering works**

The HVAC/Lighting Scope of Work involve the following design aspects:

- PTM&C lighting & Ventilation.
- Legacy building lighting & ventilation.
- Telecoms building lighting & ventilation.

##### **6.4.1. PTM&C**

- Electrical works: DB rewiring, underfloor AC/DC cabling, new plugs.
- Air-conditioning: Install new cassette-type units and remove old ducts.
- Infrastructure: fire safety (extinguishers, smoke detectors), access control, Wi-Fi, GPS antenna brackets.

##### **6.4.2. LEGACY PROTECTION TRAINING FACILITY**

- Reconfigure panel orientation and install raised computer flooring.
- Electrical: new DB, MCBs, plugs, and earth leakage protection.
- HVAC: install and certify air conditioning.
- Safety: fire systems, access control, PA system, GPS antennas.

##### **6.4.3. TELECOMS GROUND FLOOR TRAINING FACILITY**

- AC/DC cable trays, extension of cable trenches.
- Electrical and HVAC: new DB, aircons, external lights, UPS.
- Install UPS, network cabling, Wi-Fi, PA system, signage.

##### **6.4.4. TELECOMS TRAINING ROOM**

- Air conditioning and lighting.
- IT/AV: install smart board, projector, Wi-Fi, ethernet points.

##### **6.4.5. IDEA TRAINING FACILITY**

- Install power outlets and lighting.
- Add Wi-Fi booster and portable relay racks.

##### **6.4.6. STOREROOM (PHASE 6 & LEGACY)**

- Install lighting & plugs.

#### **6.5. Process control and IT works**

N/A

#### **6.6. Other [as required]**

None.

## 7. List of drawings

### 7.1. 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
SIMCO25P02-SE-D50 Sheet 01	##	DEMOLITION PLAN
SIMCO25P02-SE-D50 Sheet 02	##	PLAN, ELEVATION AND DETAILS
SIMCO25P02-SE-D50 Sheet 03	##	SECTIONS & DETAILS
SIMCO25P02-SE-D50 Sheet 04	##	WINDOWS & DOOR SCHEDULE
SIMCO25P02-SE-D50 Sheet 05	##	DRYWALL SPECIFICATIONS
SIMCO25P02-SE-D50 Sheet 06	##	ACCESS FLOOR SPECIFICATIONS
SIMCO25P02-SE-D50 Sheet 07	##	FIRE PROTECTION & SAFETY SIGNS
SIMCO25P02-SE-D50 Sheet 08	##	FINISHES SCHEDULE
SIMCO25P02-SE-D67 Sheet 01	##	PTM&C LAB RAMPS
SIMCO25P02-SE-D68 Sheet 01	##	JB SUPPORT-CONCRETE BASE
SIMCO25P02-SE-D69 Sheet 00	##	TELECOMMS RAMP MODIFICATION
SIMCO25P02-SE-D70 Sheet 00	##	STORMWATER DRAINAGE
SIMCO25P02-SE-E64 Sheet 01	##	VENTILATION INSTALLATION LAYOUT
SIMCO25P02-SE-E64 Sheet 02	##	PHASE 6-SCHEMATIC DIAGRAM LAYOUT
SIMCO25P02-SE-E64 Sheet 03	##	LEGACY-SCHEMATIC DIAGRAM LAYOUT
SIMCO25P02-SE-E64 Sheet 04	##	TELECOMMS -SCHEMATIC DIAGRAM LAYOUT
SIMCO25P02-SE-E64 Sheet 05	##	STORAGES -LIGHTING INSTALLATION LAYOUT
0.54-5578	##	REMOVABLE HANDRAILS (TO APPLY ONLY FOR HANDRAILS INSIDE THE LABS)

## 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 subheadings could be

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

## PART 4: SITE INFORMATION

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

#### The Site

- The works shall be performed at the boundaries of Simmerpan complex in Germiston.
- Access to the site can be gained off Power Road Eskom Simmerpan / National Control. *Contractor* adheres to all procedures set for access to the station, including acquiring security clearance where necessary.
- The building where the work will take place is situated within the boundaries of Simmerpan Complex and all Eskom rules and regulations shall be adhered to when operating in this area.
- *The Contractor* is to inspect the site and building in order to ascertain the conditions and extent of his risk.
- *The Contractor* should indicate work sequence and the limitations of access when submitting the programme to NTCSA.

#### Security

- There is security at Simmerpan and is responsible for access control.

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

The works have interfaces and hook up points with existing facilities. Activities in the scope of work are to be carried out on existing structures or facilities; thus, site information is as built.

### Subsoil information

No geotechnical reports or borehole records are required under this contract.

### Hidden services

Before any work commences, it will be the responsibility of the *Contractor* to verify and ascertain the position of any other 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 due to *Contractor’s* fault/damage shall be for the *Contractor’s* account.

## **Other reports and publicly available information**

No public information available, *Supplier* should prepare their own design, method of work and programme.

