

NEC3 Engineering & Construction Contract

Between NTCSA HOLDINGS SOC Ltd
(Reg No. 2002/015527/30)

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

for Supply, deliver and construct a 6m x 3m equipment shelter suitable for housing the Telecommunications equipment at Zandspruit RS.

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CONTRACT No.

Part C1: Agreements & Contract Data

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[to be inserted from Returnable Documents at award stage]	

Supply, deliver and construct a 6m x 3m equipment shelter suitable for housing the Telecommunications equipment at Zandspruit RS.

C1.1 Form of Offer & Acceptance

Offer

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

Supply, deliver and construct a 6m x 3m equipment shelter suitable for housing the Telecommunications equipment at Zandspruit RS.

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
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number (if applicable)

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

Supply, deliver and construct a 6m x 3m equipment shelter suitable for housing the Telecommunications equipment at Zandspruit RS.

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**

NTCSA Holdings SOC Limited
Megawatt Park
Maxwell drive
Sunninghill Ext 3
Sandton

Name &
signature of
witness

Date

Supply, deliver and construct a 6m x 3m equipment shelter suitable for housing the Telecommunications equipment at Zandspruit RS.

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)

NTCSA Holdings SOC Limited
Megawatt Park
Maxwell drive
Sunninghill Ext 3
Sandton

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	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	NTCSA Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Project Manager</i> is: (Name)	TBC
	Address	TBC
	Tel	TBC
	e-mail	TBC
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	TBC
	Tel No.	TBC
	e-mail	TBC
11.2(13)	The <i>works</i> are	Supply, deliver, install and commission a 6m x

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3m x 3m container at Zandspruit RS.

11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none">• Substance related risks such as noise, vibrations, heat.• Biological risks such as general infections, contaminated water, and• Environmental risks such as water, air and Waste, protected trees.• Industrial action• Inclement weather conditions• Falls from heights when working on ladders.• Furthermore, refer to general baseline risks assessment register for a general overview of possible risk		
11.2(15)	The <i>boundaries of the site</i> are	Zandspruit RS		
11.2(16)	The Site Information is in	Part 4: Site Information		
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.		
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	Two (2) weeks		
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.		
3	Time			
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	30 September 2026		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	All safety file submission and approval	01 Apr 2026
		2	Approval of Safety file	01 Apr 2026
		3	Construction completion	30 Sep 2026
		4	Site handover	30 Sep 2026
30.1	The <i>access dates</i> are:	Part of the Site	Date	
		Zandspruit RS	Contractor shall take over the sites after Health and Safety induction and site establishment	

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		have been completed.
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two weeks of the Contract Date.
31.2	The <i>starting date</i> is	01 April 2026
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two weeks.
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the works.
43.2	The <i>defect correction period</i> is	Two (2) weeks unless period extended by Project Manager.
5	Payment	
50.1	The <i>assessment interval</i> is	between the 20 th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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 <i>mutatis mutandis</i> 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.</p>
6	Compensation events	
60.1(13)	The place where weather is to be recorded is:	Zandspruit RS
	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)

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		<p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 09:00 hours South African Time</p> <p>and these measurements:</p> <p>The <i>weather measurements</i> are supplied by</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>and which are available from:</p>	<p>The South African Weather Bureau</p> <p>Zandspruit RS in Limpopo province.</p> <p>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Employer</i></p>
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.	
8	Risks and insurance		
80.1	These are additional <i>Employer's</i> risks	None	
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.	
10	Data for main Option clause		
B	Priced contract with bill of quantities		
60.6	The <i>method of measurement</i> is	In accordance with the latest amendment to SANS 1200 and "standard system of measuring builders work" 6 th Edition, issued by the Association of South African Quantity Surveyors in consultation with the building industries Federation.	
11	Data for Option W1		
W1.1	The <i>Adjudicator</i> is	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the	

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		South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration.
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	0.1% per day up to a limit of 10% of contract value
X16	Retention (not used with Option F)	
X16.1	The <i>retention free amount</i> is	R0
	The <i>retention percentage</i> is	10%
	SDL&I retention percentage	0%
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as

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		at contract date.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<p>The total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	<p>(i) 7 years after the <i>defects date</i> for latent Defects and</p> <p>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</p> <p>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
Z	The Additional conditions of contract are	Z1 to Z15 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	

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Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

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the *Employer*.

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:

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

Z6.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer’s* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer’s* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete from the last sentence in core clause 61.3, “unless the *Project Manager* should have

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notified the event to the *Contractor* but did not".

Z9 *Employer's limitation of liability*

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer's* liability under the indemnity is limited.

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

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

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

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

Z12 *Ethics*

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <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,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <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,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited	means any one or more of a Coercive Action, Collusive Action Corrupt Action,

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Action Fraudulent Action or Obstructive Action.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z12.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

- 84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 84.2** The *Contractor* provides the insurances stated in the Insurance Table A.
- 84.3** The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

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	Contract Date, where covered by the <i>Employer's</i> insurance
	<u>Other property</u> The replacement cost
	<u>Bodily injury to or death of a person</u> The amount required by applicable law
Liability for death of or bodily injury to 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

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

Z14 Nuclear Liability

Z14.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z14.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

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- Z14.3 Subject to clause Z14.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z14.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

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

- Z15.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health

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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.

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C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(3)	The <i>completion date</i> for the whole of the <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	Priced contract with bill of quantities	

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

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PART 2: PRICING DATA
ECC3 Option B

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option B	5
C2.2	The <i>bill of quantities</i>	See BOQ

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:

Identified and defined terms	11	
	11.2	<p>(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.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> 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. <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(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.</p>

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.

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

4.2. General assumptions

- 4.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 4.2.2. 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.
- 4.2.3. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.
- 4.2.4. 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.
- 4.2.5. 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.

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4.3. Departures from the *method of measurement*

4.3.1.

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.

4.4.1.

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C2.2 the *bill of quantities*

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

NTCSA SOC LTD

CONTRACT NUMBER

SUPPLY, DELIVER AND CONSTRUCT A 6M X 3M EQUIPMENT SHELTER SUITABLE FOR HOUSING THE TELECOMMUNICATIONS EQUIPMENT AT ZANDSPRUIT RS.

PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's Works Information</i>	1
	Total number of pages	

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Description of the works

1.1 Executive overview

This scope of work captures the work required for the supply, deliver and construct 6m x 3m equipment shelter suitable for housing the telecommunications equipment at Zandspruit RS.

Replacing the old Fibre Glass Containers will ensure safekeeping of assets is effective and DC upgrade will be possible which will lead to network availability and reliability even in AC power failure days. Sites will adhere to Eskom standards and procedures. There will be less maintenances and system related faults.

DETAILED SCOPE OF WORK AT ZANDSPRUIT RS:

1. The contractor must ensure that all SHEQ documents are submitted and approved.
2. The contractor must attend the kick off meeting and NTCSA induction.
3. The contractor must construct the civil works including the landscaping and concrete cement plinth as per the approved civil design "**Zand23P01SE-E65**".
4. The contractor must supply, deliver and construct the equipment shelter, 6m x 3m x 3m (Vented lead acid batteries with room divider) with a floor capable of carrying a weight of 2000kg/Sq meter as per standard "**240 – 89498731 – Equipment Container for AC powered Sites**".
5. Incorporate the anti-intrusion measures during manufacturing, assembling and construction of the equipment shelter as per "**240- 138065940 – Additional Anti – Intrusion Measurements for Equipment Container at AC – Powered Sites**".
6. Supply and install the overhead feeder cable gantry supported by steel poles from the new container to the tower.
7. Recommended approach would be for the horizontal feeder tray to allow for cables to be suspended underneath the tray. A support pole must be supplied and installed for every 5m of the horizontal gantry. The feeder tray must be at least 300mm wide.
8. The cable tray shall be a heavy-duty cable tray pre galvanised standard finish and the splicing method must overlap with M6 gutter bolts and square nuts. Where bends are required, it shall be of horizontal bend see Annexure A4 cable tray. (**SOW: 559-242117675 Rev 2**).
9. Supply a 4.5kg CO₂ fire extinguisher in the battery room.
10. Supply a typist chair and a fold down table (450mm x 900mm x 850mm).
11. The contractor to connect AC supply from the municipality meter box into the container.
12. The contractor to trench for the AC cable, poured with a concrete underground for security.
13. Supply and install a generator plug and change over switch as per standard 240 – 89498731.
14. The AC supply to the container is 3 Ø.
15. The input circuit breaker on the internal AC board must be 80A, 3 Ø.
16. The circuit breaker for the charger in the internal AC board must be 63A, Ø.
17. The contractor must complete the electrification as per standard (240- 89498731- Equipment Container for AC powered Sites) and issue the Certificate of Compliance.
18. The contractor to do the site handover to NTCSA team.

1.2 Employer's objectives and purpose of the works

The employer seeks to achieve supply, deliver and construct of the new equipment shelter to house telecommunications equipment at Zandspruit RS.

In 1994 Zandspruit RS was established to provide the telecommunications services in the Mogalakwena municipality area. The site was established with two Fiber glass container, erected on an uneven surface which has been a problem especially with heavy equipment like batteries sinking the floor of these containers. These containers have served their purpose for over twenty years, their condition has deteriorated, and they must urgently be replaced with a new equipment shelter that will meet ever increasing and evolving telecommunications requirements.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

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Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
OBL	Outside battery limits
PM	Project Manager
PC	Project Coordinator
QS	Quantity Surveyor
EA	Engineering Assistant
ORHVS	Operating Regulations for High Voltage Systems
SHEQ	Safety, Health, Environmental and Quality
NTCSA	National Transmission Company of South Africa

2 Management and start up.

2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Site Inaugural	Once before site activities start	Zandspruit RS or via teams	Employer & representatives and Contractor and all relevant stakeholders
Risk register and compensation events	Weekly on Wednesday, when necessary, at either Zandspruit RS, MS teams	Zandspruit RS or MS Team	Employer & representatives and Contractor and all relevant stakeholders
Overall contract progress and feedback	Monthly on Tuesday at either Zandspruit RS or MS Team	Zandspruit RS or MS Team	<i>Employer, Contractor, Supervisor, and core project team</i>
Adhoc meetings	As and when required	Zandspruit RS, MWP or Ms Teams	<i>Employer & representatives and Contractor and all relevant stakeholders</i>

Site Inaugural meeting will be held on site prior to commencement of site activities and the contractor shall avail SHEQ file for auditing purposes.

Project progress meetings will be held once every fortnight on site in order to track work progress, safety, environmental and other issues. A contractor must avail themselves to these meetings.

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.

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2.2 Documentation control

The documentation supplied by the Contractor shall include both hard copy and electronic form. A minimum of three hard copies will be provided. Each document shall include, at a minimum, the following information:

- Title
- Status
- Revision
- References
- Purpose
- Description

Documents required from the Contractor before and during construction, which include, but not limited to the following

- Programme,
- Resources
- Schedule, Health and Safety Plan,
- Quality Assurance Plan,
- Security Management Plan,
- Forecast Rate of Payment Invoicing and
- Drawing Register

2.3 Health and safety risk management (Andani) Done

The Contractor shall always comply with the health and safety requirements prescribed by law as they may apply to the works. The Contractor shall comply with the health and safety requirements contained in the following documents as a minimum:

- The OHS Act 85/1993, its Regulations, and incorporated SANS Codes
- Eskom SHEQ Policy:32-727.
- Client Health and Safety Specification:
- Working at Heights Standard: 32-418
- Life Saving Rules: 240-62196227
- Eskom Substance Abuse, 32-37
- Eskom Occupational Health & Safety Incident Management Procedure, 32-95
- Eskom Employees Right of refusal to Work in an Unsafe Situation Procedure 240-43848327.

The Contractor must be in possession of current First Level 2 certificate. All operators of equipment and machinery should have valid competency. All tools and equipment must have valid and current test certificates where applicable.

A detailed risk assessment with sufficient control measures must be done PRIOR commencement of any task on site by a competent risk assessor. The Contractor Supervisor shall ensure strict adherence to the Safe Work Procedures and the identified control measures. If needed the Contractor is to visit construction site at own cost before work commences to familiarise him/herself with the scope of work and develop a baseline risk assessment.

Before any excavation is commenced, it will be the responsibility of the Contractor to ascertain from Responsible Eskom site Representative Site Supervisor the position of any existing services on site. Once these are indicated to the contractor they shall be deemed "known". Any costs incurred for repairs to any "known" services shall be for the contractor's account.

The Contractor shall make his own arrangements for the provision of accommodation for his employees.

2.4 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated in 240-154832228: Transmission Projects Delivery Environmental Management (EM) Tender Returnable Documents.

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The Contractor is required to ensure that all goods, services or works supplied in terms of the tender/contract/order conform to:

1. All applicable environment legislation,
2. EPC32-727: Eskom SHEQ Policy,
3. 240-133087117: Environmental Incident Management Procedure
4. Eskom Transmission Industry Waste Management Plan Update 240:98818649
5. 240-180100134 Environmental Requirements for Contractors and / Suppliers

The Eskom Transmission Environmental Management Programme provides the aspects and impacts that will require management and must be followed strictly. For tendering purposes, contractor shall prepare the following method statements for all environmental concerns raised through the Eskom Transmission Environmental Management Plan and in any other relevant forum such clarification meetings

- Water supply
- Waste management
- Storage of hazardous material
- Noise management
- Dust management
- Stormwater management
- Vehicle maintenance and refuelling (in case of an emergency)
- Vegetation clearance
- Accessibility of the site (access road)
- Equipment and construction material storage
- Topsoil management
- Rehabilitation

Any changes to the approved method statements / mitigation plan shall be reported and approved by Eskom Transmission Environmental representative and Project Manager prior to the commencement of work and during construction. The main supplier must ensure that all sub-contractors' environmental mitigation plan comply with legal and other requirements and includes all the environmental risks associated with the scope of work. The main (principal) contract shall define the specific system elements (risk) applicable to the subcontractor's scope of work or supply.

No environmental records shall be destroyed or discarded by the supplier. Eskom and the supplier shall agree that the supplier retains certain environmental records.

The Contractor is to send a flash report for any environmental incidents that have occurred on site as soon as possible or within 24 hours to the Environmental Advisor Contact person and PM, clearly stating any impact to the environment.

Waste generated during the project must be disposed at a registered landfill site and contractor shall retain records of disposal.

Deviations from these requirements will be regarded as a non-conformance. Should there be a concern regarding environmental performance and non-conformance to environmental requirements, management engagements and interventions will be introduced to determine a means to addressing the shortfalls.

Once these interventions have been explored and exhausted, then the Eskom supplier disciplinary process must be followed.

NB: The Contractor is to compile a complete environmental file. The file needs to be evaluated and approved by the Transmission Environmental Department, prior to commencement of work.

2.5 Quality assurance requirements

The following standards contain provisions that, through reference in this text, constitute provisions of this specification. At the time of publication, the revisions indicated were valid. All standards are subject to review, and parties entering into service agreements based on this specification are encouraged to

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investigate the possibility of applying the most recent revisions of the standards listed below. Information on currently valid national and international standards may be obtained from the Information Centre at Megawatt Park and Technology Standardisation Department.

In the event of conflict between documents invoked here and the contents of this specification, the contents of this specification shall be considered to have preference. Such conflict shall be pointed out to the Employer for confirmation.

- Eskom NWS 1674 - "Standard Specification for approval of drawings submitted by Contractors and Contractors."
- Project Quality plan

The Employer requires that the Contractor operate a quality management system as stated in the Scope.

The Employer requires that the Contractor provide a quality policy statement and quality plan which complies with requirements stated in the Scope.

2.6 Programming constraints

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

Constraints:

Access to site, off road site.

2.6.1 Rain effects on the schedule

The Contractor must allow for 30 days of rain above the trigger of 15mm (and the effects of rain) on the critical path activities.

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

No claims shall be considered for costs, delays, or disruptions arising from weather conditions that could reasonably have been foreseen based on the historical data obtained. The Contractor remains solely responsible for managing and mitigating such risks in the planning and execution of the Works. High temperatures and rainy season are experienced between November and March. The Contractor shall actively monitor and manage these risks throughout construction, as they have the potential to impact worker performance and cause health and safety incidents. Adequate shade, hydration, and rest periods shall be provided during periods of high temperature.

Only the difference between more adverse whether recorded and the equivalent measurement given above is taken into consideration when assessing the compensation event. The above allowance must run sequentially and should be priced as part of tender submission in the applicable rates.

No compensation will be considered for rain, wind and fog outside the weather historical data provided in Annexure A of the Data provided by Employer. Should there be a claim the Contractor will need to prove conclusively that this is over and above the norm, should they not be able to do so, any claim will be declined.

In addition to clause 64.1 assessment of Compensation Events approvals will be subject to the Compensation Events Committee.

Commented [Z01]: Please insert project constraints. There is not project without constraints

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The Contractor shall take all listed constraints into account in the programme and implement reasonable measures to facilitate the smooth execution of works.

2.7 Contractor's management, supervision and key people

All Contractor's people onsite shall be those that have been approved by NTCSA and their CV's have been submitted during tender and also their Health and Safety file have been approved.

2.8 Invoicing and payment (Zandile)

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

2.8.1 Local Invoice:

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

The new email address that should be utilised for:

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

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

The invoice should have the following details:

Addressed to:

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

Bank Account Details:

Standard Bank

Bank Account Number: 022972560

NTCSA SOC LTD

CONTRACT NUMBER _____

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Branch: Woodmead – 001255

Swift: SBZA ZA JJ

Or

First National Bank

Bank Account Number: 62926410086

Branch: RMB Corporate Banking

Johannesburg

Swift: FIRNZAJJ

Other information to be reflected on the invoice:

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

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

2.8.2 Foreign Invoices

For Foreign invoices, suppliers will still be required to physically deliver hard copies of original documents by making arrangement for delivery by contacting Esther Bogopa (Financial Clerk Consolidation Team) +27 11 516 7024, Andisiwe Sikwebu (Financial Clerk Consolidation Team) +27 11 800 3838, or Shumani Mamphodo (Manager Consolidation Team) +27 11 800 2007. The South African Reserve Bank requirements are that the manual invoices should be submitted. Once the original invoices have been hand delivered, you can also send the invoice copy to Invoicesntcsaforeign@ntcsa.co.za

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

- ✓ Tax invoice

NTCSA SOC LTD

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

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

2.8.3 Tax Requirement

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

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

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

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

- ✓ If there is Cost Price Adjustment (CPA) on your invoice, we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- ✓ Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done the invoice will be parked and the system will automatically send an e-mail to the end user to do the goods receipt. This is also tracked by Eskom through the park invoice report.
- ✓ Your company can request a park invoice report from the Transmission Power Delivery Projects Finance Team which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.

Once the invoice has been sent; all communication regarding the payments should be addressed with the Project Manager and Project Finance Team:

- ✓ Zama Ncamphalala (Project Accountant): +27 11 516 7746
- ✓ Doreen Segopa (Project Accountant): +27 11 800 5641
- ✓ Tumelo Aphane (Project Accountant): +27 11 800 5437

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

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2.8.4 Payment

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

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

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

- ✓ Preliminary and General payments will be dispersed in accordance with *SANS 1200*
- ✓ Payment for foundations shall be due upon completion of backfilling and completion of compaction.
- ✓ Payment for tower steel shall be due after the successful release inspection from the manufacturer's plant, delivery to site and verification by both NTCSA and the contractor Supervisor's.
- ✓ Payment for tower assembly and erection shall be due as per the Supervisor's verification.
- ✓ Payment for stringing shall be due upon regulation, clamping, installation of line hardware, accessories, jumpers, anti-climbing devices, and line inspection complete and accepted by the Supervisor.
- ✓ Payment for minor works, access and environmental work items shall be due as per the verification.
- ✓ One half of retention money shall be paid on the satisfactory completion of groundwork rehabilitation (including bush clearing), to be completed no later than four weeks after the issue of the Take-Over Certificate.
- ✓ The balance of retention shall be paid on the defects date i.e. on the issue of the Completion Certificate.

2.8.5 Interim Assessments

To facilitate payment, the Contractor shall submit a signed Schedule of Work Done to the Project Manager by the 20th day of each month, with the Employer's Quantity Surveyor copied. This schedule must be verified and signed by the Supervisor and presented in a format consistent with the Bill of Quantities.

For the December assessment period, due to the Contractor's annual shutdown, a projected value shall be agreed and submitted by no later than 10th December. Any required adjustments shall be made in the following assessment period.

2.9 Insurance provided by the *Employer*

As stated in the Z12 clauses in Data by the Employer.

2.10 Contract change management

Changes to the contract will be notified and addressed as per the NEC3 – ECC3 and NTCSA internal governance processes. Approved modifications will only resume once NTCSA's approval is obtained and as instructed by the NTCSA Representative (Project Manager).

2.11 Provision of bonds and guarantees

Not applicable.

2.12 Records of Defined Cost, payments & assessments of compensation events to be kept by the *Contractor*

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

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

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

2.13 Training workshops and technology transfer

Not applicable.

3 Engineering and the *Contractor's* design

3.1 *Employer's* design

Eskom NTCSA design is found 559-242117675 - SoW LM-Container Replacement. Engineering Drawings container plinth, Control room mobile lighting & ventilation layout, Control room mobile schematic cable block diagram, control room container plan, section and detailed. And also control room mobile container reinforcement alterations plan and specifications.

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

Not applicable

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

Not applicable

3.4 Other requirements of the *Contractor's* design

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Contractor to inform Project Manager accordingly prior to commencement or change to Employers design.

3.5 Use of Contractor's design

Not applicable.

3.6 Design of Equipment

Not applicable

3.7 Equipment required to be included in the works

None

3.8 As-built drawings, operating manuals, and maintenance schedules

Not applicable.

4 Procurement (Lesiba)

4.1 People

4.1.1 Minimum requirements of people employed on the Site

People employed on site shall have all relevant documents as required by law for employment within the country, i.e. relevant work permits and Identifications. Entry to the yard is only permitted after the necessary security clearance and induction training.

4.1.2 BBBEE and preferencing scheme

The Contractor shall comply with the Employers' Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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.

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.

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.

Failure by the Contractor to notify the Employer of a change in its B-BBEE status may constitute a reason for termination.

SDL&I Objectives

Not applicable

4.2 Subcontracting

Not applicable

4.3 Plant and Materials

4.3.1 Quality

Compliance to the Supplier Quality Management: Specification, QM-58, is required.

4.3.2 Plant & Materials provided "free issue" by the Employer

All Plant and Materials are to be provided by the Contractor'.

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4.3.3 Contractor's procurement of Plant and Materials

The Contractor shall comply to document Supplier Quality Management: Specification – QM-58.

4.3.4 Spares and consumables

Not applicable.

4.4 Tests and inspections before delivery

Civil:

- Compaction test: must be done after each layer.
- Slump test: must be done before pouring of concrete.
- Cube test: must be done for concrete used for plinth.

Telecoms: container to be inspected at the factory. (Anti intrusion to be incorporated into the container, floor strength)

4.5 Marking Plant and Materials outside the Working Areas

Not applicable.

4.6 Contractor's Equipment (including temporary works).

Compliance to the Supplier Quality Management: Specification, QM-58, is required.

4.7 Cataloguing requirements by the Contractor

Not applicable.

5 Construction

5.1 Temporary works, Site services & construction constraints

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

Site shall be handed over to the contractor after Health and Safety induction and site establishment. The contractor shall install a construction fence with a lockable gate where they shall control access to the site until completion of the project. Contractor shall decommission the construction fence and any other facilities that were constructed for the construction

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

Access on site is restricted to the area in which the Contractor is working, and which has been barricaded. Strictly no movement outside the barricaded working area unless escorted by authorized Contractor site supervisor or personnel. All the work will be performed in the cordoned-off site area and the contractor will take all necessary precautions.

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

Restrictions and hours of work may apply on some Sites. It is very important that the *Contractor* keeps records of his people on Site, including those of his Subcontractors which the *Project Manager* or *Supervisor* have access to at any time. These records may be needed when assessing compensation events.

5.1.4 Health and safety facilities on Site

There are no Toilet facilities available on site. Contractor to provide his own toilet and dining facilities in accordance with the TPD Health and Safety Specification. Refer to Clause 24 -Contractor's Site Facilities in the Health and Safety Specification. No work on site will be allowed to commence before the toilet facilities are available on site.

5.1.5 Environmental controls, fauna & flora, dealing with objects of historical interest

This Compliance to EMP.

The Contractor shall control his activities and processes in accordance with Eskom's Environmental Requirements TST41-120.

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The Contractor shall establish a refuse control system. All waste is to be collected and disposed of as required by Eskom and the Local Authority.

5.1.6 Title to materials from demolition and excavation

All the materials from excavation and demolition must be disposed of by the Contractor except where expressly stated by the PM or the relevant staff from the Grid. All rubble and other materials must be classified, weighed, and transported to a registered dumping site.

5.1.7 Cooperating with and obtaining acceptance of Others

The Contractor shall allow safe access for Eskom personnel when required.

Requirements for liaison with and acceptance from statutory authorities or landowners.

5.1.8 Publicity and progress photographs

Warning signs and notices must be clearly displayed at all sites where work is taking place. It is the responsibility of the Contractor to ensure that all its workers and visitors adhere to all signs.

5.1.9 Contractor's Equipment

All equipment must be registered in the equipment register and as per 32-136. The Contractor is responsible for his own insurance of his equipment. The Contractor is to take stock of his material and equipment on a regular basis and any shortage to be reported to the Project Manager immediately, stating if it is hired or owned.

5.1.10 Equipment provided by the *Employer*

No Plant is provided "free issue" to the Contractor for this Contract. All plant is to be provided by the Contractor.

5.1.11 Site services and facilities

All the water necessary for construction purposes must be provided for by the Contractor. It is the Contractor's responsibility to test any water before using it for construction purposes. The Contractor to submit a test Certificate for the water used on site. Electricity is available on site. The Contractor shall provide all connections, extensions, and additional supply points necessary for the works. Any measures which the Contractor may require to maintain continuity and quality of supply shall be arranged by him at his own expense. The Contractor shall provide everything else necessary for providing the Works.

5.1.12 Facilities provided by the *Contractor*

The Contractor supplies all plant and materials required for providing the Works. There are no Office or Telephone facilities available on site. The Contractor is to provide his own facilities on site and ensure that these facilities are kept in a clean condition to Eskom's satisfaction. There are no Toilet facilities available on site. The Contractor is to provide own toilet and dining facilities in accordance with the Health and Safety Specification Clause 24- Contractor's site facilities. No work on site will be allowed to commence before the toilet facilities are available on site.

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

Work will be carried out at Koster radio site which should be fenced. There are no adjacent buildings around the site.

5.1.14 Survey control and setting out of the *works*

The Contractor is responsible for setting out the works as shown on the drawings.

5.1.15 Excavations and associated water control

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

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

Before any excavation is commenced, it will be the responsibility of the Contractor to ascertain from Eskom the position of any existing services on site. Once these are indicated to the Contractor they shall be deemed "known". Any costs incurred for repairs to any "known" services shall be for the Contractor's account.

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5.1.17 Control of noise, dust, water and waste

The Contractor shall control his processes and procedures so as to minimise noise and dust. All waste is to be collected and disposed of as required by Eskom and the Local Authority.

5.1.18 Sequences of construction or installation

The new fence must be fully constructed, secured and operational before construction work can commence. The execution plan must ensure that the radio station perimeter is secure at all times.

5.1.19 Giving notice of work to be covered up

The Contractor is to give the Site Supervisor or Project Manager at least 3 days' notice before covering up the work.

5.1.20 Hook ups to existing works

Not applicable.

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
As built drawings	Within 14 days after Completion

5.2.2 Use of the *works* before Completion has been certified

Not applicable.

5.2.3 Materials facilities and samples for tests and inspections

Concrete test cubes of the ready-mix concrete used will be requested, however, for any hand machine mixes test cubes will be mandatory.

The 7- and 28-days container plinth concrete tests cubes are mandatory.

A 7-day notification must be given to the Project Manager for all holding points inspections for container, container plinth and re-bar.

Container inspection at the factory is mandatory. (7 days notification to the Project manager is required).

5.2.4 Commissioning

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

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

Not applicable.

5.2.6 Take over procedures

Takeover is after or at the same time as Completion.

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

The Project Manager arranges for the Employer to allow the Contractor access to and use of a part of the works which has been taken over if needed to correct a Defect. After the works have been put into operation, entry to the substations is governed by NTCSA Grids and the Contractor shall adhere to all regulations given.

5.2.8 Performance tests after Completion

Contractor to refer to the standard.

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5.2.9 Training and technology transfer

Not applicable.

5.2.10 Operational maintenance after Completion

Not applicable.

6 Plant and Materials standards and workmanship

6.1 Investigation, survey and Site clearance

Contractor to decommission construction site fence, all rubbles soil hips, rocks or boulders and rehabilitate the site as per the Environmental EMPr requirements.

6.2 Building works

Plant, material and workmanship to be in accordance with the approved legislated standards and NTCSA requirements.

6.3 Civil engineering and structural works

Plant, material and workmanship to be in accordance with the approved legislated standards and NTCSA requirements.

6.4 Electrical & mechanical engineering works

Plant, material and workmanship to be in accordance with the approved legislated standards and NTCSA requirements.

6.5 Process control and IT works

Not applicable.

6.6 Other [as required]

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
Zand23P01-SE-E65	0	Zandspruit New Container Plinth
Zand23P01-SE-E65	0	Zandspruit Detailed Design Report
Zand23P01-SE-E67	0	Control Room Container Plan,Section and Details
Zand23P01-SE-E65	0	Control Room Mobile Container Reinforcement Alterations Plan And Specifications
Zand23P01-SE-E48	0	Control Room Mobile Lighting & Ventillation Layout
Zand23P01-SE-E48	0	Control Mobile 400/230v Ac Schematic Or 230v Ac Schematic Cable Block Diagram
240-89498731	2	Equipment Container for AC - Powered Sites
240-135101235	0	Zandspruit Radio Station Design_Report
240-138065940	1	Anti-intrusion measurement for equipment container at AC-Powered sites

240-56872313	3	Radio Station Earthing and Bonding Standard
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C3.2 CONTRACTOR’S WORKS INFORMATION

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

Typical sub headings could be

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

This section could also be compiled as a separate file.

SUPPLY, DELIVER AND CONSTRUCT A 6M X 3M EQUIPMENT SHELTER SUITABLE FOR HOUSING THE TELECOMMUNICATIONS EQUIPMENT AT ZANDSPRUIT RS.

PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4	This cover page	1
	Site Information	2
	Total number of pages	

SUPPLY, DELIVER AND CONSTRUCT A 6M X 3M EQUIPMENT SHELTER SUITABLE FOR HOUSING THE TELECOMMUNICATIONS EQUIPMENT AT ZANDSPRUIT RS.

PART 4: SITE INFORMATION

1. General description

Supply, deliver and construct a 6m x 3m equipment shelter suitable for housing the telecommunications equipment at Zandspruit RS.

2. Existing buildings, structures, and plant & machinery on the Site

Work will be done at Zandspruit RS, Mokgalakweng Municipality, in Limpopo.

3. Subsoil information

Work will be done at Zandspruit RS, Mokgalakweng Municipality, in Limpopo. Zandspruit Radio Station Design_Report provided.

4. Hidden services

None

5. Other reports and publicly available information

Not applicable.