



## NEC3 Term Service Contract (TSC3)

**Between NTCSA SOC Ltd**

**(Reg No. 2021/539129/30)**

**and [Insert at award stage]**

**(Reg No. \_\_\_\_\_ )**

**for PROVISION OF OFFICE MOVES FOR KWAZULU NATAL  
AREA FOR AS AND WHEN REQUIRED BASIS, FOR A  
PERIOD OF 24 MONTHS.**

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

# PART C1: AGREEMENTS & CONTRACT DATA

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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:

**PROVISION OF OFFICE MOVES FOR KWAZULU NATAL AREA ON AS AND WHEN REQUIRED BASIS, FOR A PERIOD OF 24 MONTHS. THE OFFICE MOVE CONTRACTOR WILL BE REQUIRED TO PROVIDE THE FOLLOWING SERVICES**

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 A	The offered total of the Prices exclusive of VAT is	<b>Rate Base</b>
	Value Added Tax @ 15% is	<b>Rate Base</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>Rate Base</b>

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

<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*.

of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

\_\_\_\_\_  
*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

Part C1                      Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2                      Pricing Data

Part C3                      Scope of Work: Service 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 and signed original copy of this document, including the Schedule of Deviations (if any).

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	[●]	[●]

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)*

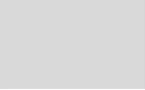
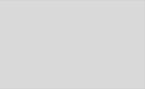
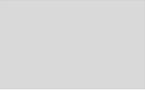
Name &  
signature  
of  
witness

Date

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

Completion of this 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>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X18: Limitation of liability</b>
		<b>X17 Low Service Damages</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

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>
	Tel No.	<b>TBC</b>
10.1	The <i>Service Manager</i> is (name):	<b>TBC</b>
	Address	<b>TBC</b>
	Tel	<b>TBC</b>
	e-mail	<b>TBC</b>
11.2(2)	The Affected Property is	<b>VARIOUS SITES WITHIN NTCSA KWAZULU NATAL</b>
11.2(13)	The <i>service</i> is	<b>PROVISION OF OFFICE MOVE FOR KWAZULU NATAL AREAS FOR AS AND WHEN REQUIRED BASIS, FOR A PERIOD OF 24 MONTHS.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>unforeseen site conditions, delays in approvals, extreme weather conditions, accidents during installation and public protests</b>
11.2(15)	The Service 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>One week</b>

## 2 The Contractor's main responsibilities

Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data

21.1 The Contractor submits a first plan for acceptance within

**One week of the Contract Date**

## 3 Time

30.1 The *starting date* is.

**TBC**

30.1 The *service period* is

**24 Months**

## 4 Testing and defects

Service to be inspected at completion and defects to be corrected immediately or not more than two days if the work requires special equipment.

## 5 Payment

50.1 The *assessment interval* is

**between the 25 day of each successive month.**

51.1 The *currency of this contract* is the

**South African Rand**

51.2 The period within which payments are made is

**30 days Due Net after receipt of acceptable invoice**

51.4 The *interest rate* is

**the publicly quoted prime rate of interest (calculated on a 365 day year) charged by 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.

6	Compensation events	Will be dealt with in line with Clause 60-65 (what constitutes a compensation event), X19.10 – X19.12 and as per Z8 in Z clauses below
7	Use of Equipment Plant and Materials	No provision made on the contract to provide equipment plant and material to the Contractor.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None

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**9 Termination****A termination process provided in clause 90-93 of the NEC and as per Z10 of Z Clauses below**

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**10 Data for main Option clause**

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**A Priced contract with price list**

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20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>Four weeks.</b>
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**11 Data for Option W1**

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W1.1	The <i>Adjudicator</i>	<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>
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	Address	<b>TBC</b>
--	---------	------------

	Tel No.	<b>TBC</b>
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	e-mail	<b>TBC</b>
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W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.</b>
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W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
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W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<p><b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b></p> <p><b>Johannesburg South Africa</b></p> <p><b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b></p>
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## 12 Data for secondary Option clauses

<b>X1</b>	<b>Price adjustment for inflation</b>							
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p> <p>*(Tenderer to propose the elements and proportion)</p> <p>Should the tenderer fail to provide their proposal, it shall be deemed the prices are fixed and firm for the duration of the contract.</p>	<p><b>One (1) month prior to tender closing date.</b></p> <p><b>CPA will become effective after 16 months from the base date</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%; text-align: left;">propo rtion</th> <th style="width: 35%; text-align: left;">linked to index for</th> <th style="width: 50%; text-align: left;">Index prepared by</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">0.</td> <td style="text-align: center;">[●]</td> <td style="text-align: center;">[●]</td> </tr> </tbody> </table>	propo rtion	linked to index for	Index prepared by	0.	[●]	[●]
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		0.15	non-adjustable	
		1.00		
<b>X17</b>	<b>Low Service Damages</b>			
X17.1	The <i>service level table</i> is in		<b>Annexure B in Service Information</b>	
<b>X18</b>	<b>Limitation of liability</b>			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to		<b>R0.0 (zero Rand)</b>	
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		<b>the amount of the deductibles relevant to the event</b>	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to		<b>The greater of</b> <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</li> </ul>	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this		<b>the total of the Prices other than for the additional excluded matters.</b>	

	contract, other than the excluded matters, is limited to	<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> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>Two months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>3 days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

## **Z1 Cession delegation and assignment**

Z1.1 The *Contractor* does not cede, delegate, or assign any of its rights or obligations to any person without the written consent of the *Employer*.

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted

into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 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 *Service 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 *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service 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 Service.
- 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 P4 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 *Service 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 Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

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

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* 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 *service*. 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 Affected Property;
- 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 the *service*; and
- undertakes, in and about the execution of the *service*, 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 *service*, 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 *Service 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 Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is

extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4710303126 on each invoice he submits for payment.

## **Z8      Notifying compensation events**

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Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

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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 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

## **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 Ethics**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Z12 Insurance**

**Z\_12\_.1 Replace core clause 83 with the following:**

**Insurance cover 83**

83.1 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.

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.

Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 12.2 Replace core clause 86 with the following:****Insurance by the Employer**

86

86.1 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

### Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

### Z14 Asbestos

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

**AAIA** means approved asbestos inspection authority.

**ACM** means asbestos containing materials.

**AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- OEL** means occupational exposure limit.
- Parallel Measurements** means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
- Safe Levels** means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- Standard** means the *Employer's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
- SANAS** means the South African National Accreditation System.
- TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

#### Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)<sup>3</sup> in order to understand the implications of this Data which the tenderer is required to complete.
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	%

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

11.2(14) The following matters will be included in the Risk Register

11.2(15) The Service Information for the Contractor's plan is in:

21.1 The plan identified in the Contract Data is contained in:

24.1 The key people are:

- 1                      Name:
  
- Job:
  
- Responsibilities:
  
- Qualifications:
  
- Experience:
  
- 2                      Name:
  
- Job
  
- Responsibilities:
  
- Qualifications:
  
- Experience:

**CV's (and further key person's data including CVs) are in .**

**A                      Priced contract with price list**

---

11.2(12) The *price list* is in

---

11.2(19) The tendered total of the Prices is **R**

---

## Part 2: Pricing Data

### TSC3 Option A

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	1

## C2.1 Pricing assumptions: Option A

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

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

<b>Identified and defined terms</b>	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

### 2. Function of the Price List

Clause 54.1 in Option A states: “Information in the Price List is not Service Information”. This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, “The

*Contractor* Provides the Service in accordance with the Service Information”. Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

### 3. Link to the *Contractor’s* plan

Clause 21.4 states “The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance”. Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

### 4. Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively, the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer’s* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

#### 4.1. Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

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

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

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

## C2.2 the price list

Item no.	Description	Unit	Quantity	Rate	Amount
	BILL NO: 1				
	<u>PRELIMINARY AND GENERAL</u>				
	<u>The works information is provided and no claims arising from brevity of description of items fully described in the said works information will be entertained</u>				
	<u>Works Information/scope of work are incorporated to satisfy the requirements of this project. Such information shall take precedence</u>				
	<u>The contractor's prices for all items throughout this document must take account of and include for all obligations, requirements and specifications given in the said works information/scope of work</u>				
1	<u>SECTION NO: 1 PRELIMINARY AND GENERAL</u>				
	<u>H&amp;S:</u>				
	Safety file	Annually	1		
	Police clearance	Per/Person	1		
	Medical Screening	Per/Person	1		
	PPE	Per/Person	1		
	<u>Transport</u>				
	1 Ton	Km	1		
	5 Ton truck	Km	1		
	>5 Ton Truck	Km	1		
	<u>Other:</u>				
	Accommodation	Per/Person	1		
	Sub Total				
	<u>SECTION NO:2</u>				
	<u>DISMANTLING, ASSEMBLY, LOADING AND OFFLOADING</u>				
1	<u>Dismantling</u>				
	Desks L-shaped	Each	1		
	Desks Cluster per unit	Each	1		
	Pedestal	Each	1		
	Round Table	Each	1		
	Office Chair	Each	1		
	Dividing screen	Each	1		
	Bulk files	Each	1		
	Steel rack	Each	1		

<u>2 Assembly</u>			
Desks L-shaped	Each	1	
Desks Cluster per unit	Each	1	
Pedestal	Each	1	
Rectangula table	Each	1	
Round Table	Each	1	
Dividing screen	Each	1	
Bulk files	Each	1	
Steel rack	Each	1	
<u>3 Loading/ Off - Loading</u>			
Desks	Each	1	
Pedestal	Each	1	
Cupboard with 2 doors	Each	1	
Cupboard with roller door	Each	1	
Cupboard for 2 roller doors	Each	1	
Cupboard with 3 drawers	Each	1	
Cupboard with 4 drawers	Each	1	
Cupboard with 5 drawers	Each	1	
Rectangula table (6, 10,12 seaters)	Each	1	
Round Table	Each	1	
Office Swivel Chair	Each	1	
Visitors Chair	Each	1	
Couch 1 seater	Each	1	
Couch 2 seater	Each	1	
Dividing screen	Each	1	
White board	Each	1	
Pin board	Each	1	
Big pictures	Each	1	
small picture	Each	1	
Coat hanger	Each	1	
Big mirror	Each	1	
Small mirror	Each	1	
Shredder	Each	1	
Television	Each	1	
Refridgerator	Each	1	
Mcrowave Oven	Each	1	
Water cooler	Each	1	
Dust bin	Each	1	
Packed Box	Each	1	
Computers (in a box)	Each	1	
Safes small	Each	1	
Safes medium	Each	1	
Safes large	Each	1	
Bulk files	Each	1	
Steel rack	Each	1	
Pot plants	Each	1	
Locked Emergency Drug Cupboard	Each	1	
Movable Drug Cupboard(PHC)	Each	1	
Welch-Allyn Wheel BP Machine	Each	1	
Welch-Allyn Mounted BP Machine	Each	1	
Portable Nebulizer	Each	1	
Wech-Allyn AED10	Each	1	
Electrified Weight Scale	Each	1	
Electrified Weight Scale	Each	1	
Audiometer Audio Booth	Each	1	
Vision Screening Machine	Each	1	
Spirometer Machine	Each	1	
PortablePlastic Screening	Each	1	
Movable Trolleys	Each	1	
Wheel-chair	Each	1	
Portable Dr Beds	Each	1	
Shredder Machine	Each	1	
Treadmill	Each	1	
Gym bike/cycling machine	Each	1	
Weights small	Each	1	
Weightts medium	Each	1	
Weights large	Each	1	
Training bunk	Each	1	

4	<u>Removing Off the wall</u>			
	( > 1m x 1m)			
	White board	Each	1	
	Pin board	Each	1	
	Picture	Each	1	
	Mirror	Each	1	
	Television/TV stand	Each	1	
	( < 1 m x 1m)			
	White board	Each	1	
	Pin board	Each	1	
	Pictures	Each	1	
	Mirror	Each	1	
	Television/TV stand	Each	1	
5	<u>Provide Boxes &amp; Material</u>			
	250 x 450 x 450 boxes	Each	1	
	500 x 400 x 400 boxes	Each	1	
	Buff tape 48x50	Each	1	
	Rolls of labels	Each	1	
	Bubble wrap	Each	1	
	Protecting of lift with soft board (25mm)	Each	1	
6	<u>Skilled Labour Rates</u>			
	Normal time during the week Monday to Friday	Per Hr	1	
	After hours during the week Monday to Friday	Per Hr	1	
	On a Saturday	Per Hr	1	
	On a Sunday	Per Hr	1	
	On a Public holiday	Per Hr	1	
7	<u>Unskilled Labour Rates</u>			
	Normal time during the week Monday to Friday	Per Hr	1	
	After hours during the week Monday to Friday	Per Hr	1	
	On a Saturday	Per Hr	1	
	On a Sunday	Per Hr	1	
	On a Public holiday	Per Hr	1	
8	<u>Sub Total</u>			
	Final Total			

# Part 3: Scope of Work

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

# C3.1: Employer's service Information

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## Description of the *service*

### Executive overview

There is a pressing need for office space optimisation and refurbishment projects within the KwaZulu Natal (KZN) NTCSA property portfolio. These include lease renewals for Westville, Newcastle and Shelly Beach offices. These projects will encompass dismantling of furniture, transportation of furniture and reassembling of furniture and relocation of employees within KZN. This process will also help to accommodate more people in lesser spaces (by use of slightly smaller desks). To ensure safe handling of furniture and equipment during relocations, NTCSA Real Estate needs to establish a Moves Contract to facilitate these office moves.

### *Employer's requirements for the service*

#### **PROVISION OF OFFICE MOVES SERVICES FOR KWAZULU NATAL AREA ON AS AND WHEN REQUIRED BASIS, FOR A PERIOD OF 24 MONTHS. THE OFFICE MOVE CONTRACTOR WILL BE REQUIRED TO PROVIDE THE FOLLOWING SERVICES:**

- Supply boxes that are suitable for office moves, stickers (different colours) and markers, as specified in the task order.
- Packing of document files in storages facilities.
- Move the furniture and boxes from current building to new sites.
- Provide transport that is suitable for office moves as per task order issued.
- Provide equipment/ tools (e.g. trolleys, jacks) required for office moves as per task order issued.
- Provide protective packaging that is suitable for movement of fragile equipment such as, fridges, printers and PCs as per task order issued.
- Move customer's tools and equipment's currently stored on site to required areas as inspected by contractor.
- Movement of Furniture, Equipment and Other.
- Dismantle, move and re-assemble bulk filing systems (where applicable);
- Physical handling/ removal of items such as printers, PCs, safes, pictures etc.
- Physical handling/ removal and re-assembling of furniture (desks/ tables, cupboards, chairs) and workstations screens.

**Please note:** Contractors should make provision for supply of material and working weekends on their costing.

**A. Transport and Material:**

- Provide suitable transportation:
- Provide suitable moving boxes
- Provide suitable equipment/tool for the moves. (e.g. trollies, jacks)
- Where printers and PCs are to be transported this should be done by using suitable cushioning.

**B. Movement of Furniture, Equipment and Other:**

- Dismantle, move and re-assemble bulk filing systems (where required)
- Physical handling/ removal of items such as printers, PCs, safes, pictures etc.
- Physical handling/ removal and re-assembling of furniture (desks/ tables, cupboards, chairs) and workstations screens.

## Interpretation and terminology

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
TX	Transmission
ISO	International Organisation for Standardization
OHS Act	Occupational Health and Safety Act
PPE	Personal Protective Equipment
TRE	Transmission Real Estate
SHE	Safety, Health and Environmental
SABS	South African Bureau of Standard
SANS	South African National Standard

NTCSA	National Transmission Company South Africa
KZN	KwaZulu Natal

## Management strategy and start up.

### The *Contractor's* plan for the service

The Contractor submits a first plan for acceptance within one week of the Contract Date.

### Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required, and as per Clause 16.2 of this contract	TBC or Ms Teams	All relevant stakeholders (Employer and Contractor)
Overall contract progress and feedback	On quarterly basis	TBC or Ms Teams	<i>All relevant stakeholders (Employer and Contractor)</i>
Ad hoc meetings	As and when required	TBC or Ms Teams	<i>All relevant stakeholders (Employer and Contractor)</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service 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.

### *Contractor's management, supervision and key people*

The work comprises of (but not limited to) supervision, labour and equipment necessary to carry out the goods and services. The Employer shall verify all the work to be executed and also the work completed.

The Contractor undertakes to hold the Employer (NTCSA SOC Limited) harmless against any determination or award made in terms of Labour relations Act No 66 of 1995 as amended, in any event where NTCSA is held liable with regards to the employees of the Contractor.

The Contractor undertakes to compensate NTCSA for any determination or award as well as all reasonable legal expenses incurred by the Employer in order to avoid or oppose such liability alleged by or on behalf of an employee/s of the Contractor.

There will be no obligation on the Employer to oppose any proceedings resulting from such an alleged liability, but this does not detract from the Contractors responsibility in terms of this clause.

The following are the key people required for the contract:

- Supervisor
- Drivers
- Skilled Labour
- Unskilled labour

## Provision of bonds and guarantees.

Not applicable

## Documentation control

It is the responsibility of the tenderer to ensure that all the necessary documentation relating to the tender is adhered to.

All Contractual Documents must have relevant Contract Number, Task Order and Purchase Order Number as reference per the Eskom Holdings SOC Limited Standards. All correspondence shall be dated and sequency numbered and distributed in accordance with a procedure as agreed and accepted by the service manager. The use of SMS, WhatsApp, and Ms Teams do not override the use of applicable and relevant NEC standards templates, forms, and Eskom Holding SOC Limited procedures. All invoices and service delivery notes must be in PDF format.

## Invoicing and payment

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

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

- Name and address of the Contractor and the Service Manager.
- The contract number and title.
- Contractor's VAT registration number.

- The Employer's VAT registration number 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.
- Electronic submission of invoices via email
- Signed service delivery note(s) must accompany the required invoice(s) for payment.
- Invoices and Additional Information

### **Invoices and Additional Information**

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

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

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

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

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

### **Contract change management.**

Changes to the contract will be notified and addressed as per the NEC3 – TSC3 and as per NTCSA’s internal Governance Processes for approval. Modifications to work/service can only resume once NTCSA approval is obtained and as instructed by the NTCSA Representative (Service Manager).

### **Records of Defined Cost to be kept by the *Contractor*.**

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

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

Refer to data by Employer Z12.

### **Training workshops and technology transfer**

Not applicable

### **Design and supply of Equipment**

Not applicable

## Things provided at the end of the *service period* for the *Employer's* use

### Equipment

Not applicable

### Information and other things

No applicable

## Management of work done by Task Order

- The Contractor shall receive the task order prior the start of work on site.
- Other than emergency work requests, no works shall proceed without an approved task order.
- An approved task order shall bear the signature of Contractor representative and NTCSA Representative (Service Manager).
- Discretion of the Contractor and Supervisor shall apply in determining and interpreting emergency requests to ratify works done without an approved task order.
- The Contractor will not be compensated for works that proceed without an approved task order unless the task order is ratified at the discretion of the Service Manager and Supervisor. Reasons shall be in writing to the Contractor to request ratification for compensation events with any works done without the approved task order.

## Health and safety, the environment and quality assurance

### Health and safety risk management

Appointed Contractor shall adhere to the following:

- Carry out all duties as listed in section 8, 9 and 10, the various other regulations that form part of the OHS Act.
- Carry accountability and responsibility for the safety and health of their employees and their sub- Contractors within their working area, as contemplated by section 37(2) of the OHS Act;

- Ensure that Contractor comply with all applicable legislation including Municipality By-Laws
- Shall keep a record of all employees including the sub- Contractor employees, including date of induction, relevant skills and licenses and be able to produce this list at the request of the NTCSA Service Manager.
- Ensure that all their appointees are made aware of their accountabilities and responsibilities in terms of their appointment and that they advise and assist these appointees in the execution of their duties.
- Ensure that the minimum legislative, regulatory and NTCSA SHE requirements are complied with on all work sites.
- The appointed Contractor must provide the Contract manager with a certified copy of his/her Compensation Commissioner's valid letter of good standing before the commencement of work and any future renewal letters obtained during the Contract for record-keeping purposes. The letter of good standing shall reflect the name of the Contractor's company. The nature of business reflected on the issued Logs must be in line with the issued scope of work. Similarly, the appointed Contractor must provide the NTCSA Service Manager with all the valid letters of good standing from their sub- Contractors.
- Appoint competent staff to perform the work and ensure that all employees are trained in the health and safety aspects relating to such work and that the employees understand the hazards associated with all other work being carried out on site.
- Ensure that all employees are conversant with all relevant work procedures and that they adhere to such procedures. Similarly (without removing the appointed Contractors' responsibilities), ensure that their sub- Contractors and their employees are conversant with all relevant work procedures and that they adhere to such procedures.

#### **CONTRACTOR HEALTH AND SAFETY OFFICER**

- The Safety Officer must be suitably qualified with recognized safety qualification and relevant experience.
- The Contractor's safety and health officer shall assist in the control of all health and safety-related matters on the sites.
- Ensure that the SHE specification is adhered to by his/her appointed Contractor and is submitted to any sub- Contractors.
- Conduct audits and inspections of all work sites for the duration of the Contract.
- Be involved in the organizations incident investigations when required.

#### **INCIDENT INVESTIGATION**

All incidents shall be investigated in terms of OHS Act General Administrative Regulations 8 and 9, using Eskom Procedure 32-95 as a reference, and where injuries as

contemplated in sections 24 and 25 have been sustained, be reported to the Department of Labour. Contractors shall use the standard General Administrative Regulation: "Recording of an Incident" form for all incident investigation reports. The objective of incident investigation, not only being a legal requirement, is to establish why and how the incident occurred, but to find out the real causes of the incident and to decide on precautionary measures that are required to address the causes to prevent any further recurrences of the same or similar incidents.

## **WORK STOPPAGE**

- Any person may stop any activity where an unsafe act or unsafe condition that poses or may pose an imminent threat to the safety and health of an individual or create a risk of degradation of the environment.
- This includes any unauthorized work or service performed by, or legally or contractually non-compliant acts or omissions by, any Contractor contracted to work at that site.
- Work stoppages that are initiated due to SHE concerns, non-compliance, or poor performance related to the Contractor's works or services shall not warrant any financial compensation claim lodged against Tx Real Estate where the Contractor has not met the requirements defined legally or contractually.
- Where stoppages are carried out, the required non-conformance report shall be raised.
- All work stoppages ideally should be investigated and documented by contract custodians.

## **LEGAL COMPLIANCE**

### **A. Section 37(2) (Legal) Agreement**

A section 37(2) agreement must be signed between NTCSA and the appointed Contractor at the time of awarding the contract. The appointed Contractor must ensure that a section 37(2) agreement is compiled between the appointed Contractor and all their sub-Contractors for the contract.

The original copy of the section 37(2) Agreement must be retained by the Contractor and a copy retained by the responsible project manager.

A copy of all the agreements must form part of the respective appointed Contractor's SHE File.

**Note:** The agreement must be signed by both parties i.e., Service Manager and the Appointed Contractor. The authorization shall not be issued to the appointed Contractor without the signed 37(2) document.

### **B. Site Access requirements**

The Safety file package must be submitted to the OHS department electronically before the agreed project commencement date. Before the successful Contractor commences with any work, the TX Real Estate Service Manager/Contract Manager shall ensure that:

- A copy of the SHE Specification document is in the possession of the principal Contractor as well as the Tx Real Estate baseline risk assessment.
- The responsible person of the contracting company and the TX Real Estate.
- Project manager/contract manager have signed the TX Real Estate section 37 (2) agreement.
- The appointment of the appointed Contractor has been concluded and signed by the Contractor and Appointed Service Manager.
- The SHE Plan has been discussed with the responsible person of the contracting company and approved in writing by the TX Real Estate Contract Manager.
- A task specific baseline risk assessment must be part of the SHE Plan and accompanied by a risk assessment procedure applied. A monitoring and review plan must form part of the baseline risk assessment
- Where a Sub-Contractor(s) is appointed by the Appointed Contractor, the Contractor supplies the applicable TX Real Estate SHE specifications to the Sub Contractor(s).
- Where a Sub-Contractor(s) is appointed by the Appointed Contractor, the safety file for the sub-Contractor must also be submitted to safety department for approval.
- The OHS department shall assess and give written feedback to the contract manager.
- A form of a written letter shall approve the safety file, the letter shall authorize the appointed Contractor to commence with site establishment.

### **C. Eskom Life- Saving Rules**

- Five Life-saving rules have been developed that will apply to all Eskom/NTCSA employees, agents, consultants, and Contractors. Failure to adhere to these rules by any Eskom/NTCSA employee or employee of an Appointed Contractor or sub-Contractor will be considered a serious transgression. These rules are being implemented to prevent serious injury or death of any employee, labour broker or Contractor working in any area within Eskom/NTCSA.
- If any contractual work will be performed on any Eskom/NTCSA premises (including delivery of any product), then the rules shall be obeyed by any Contractor and their employees.

**The rules are:**

<b>RULE</b>	<b>DESCRIPTION OF RULE</b>
Rule 1	<b>OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE BEFORE TOUCH</b> (That is plant, any plant operating above 1000 V)
Rule 2	<b>HOOK UP AT HEIGHTS</b> Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.
Rule 3	<b>BUCKLE UP</b> No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts.
Rule 4	<b>BE SOBER</b> No person is allowed to be under the influence of intoxicating liquor or drugs while on duty
Rule 5	<b>PERMIT TO WORK</b> Where an authorisation limitation exists, no person shall work without the required permit to work.
Rule 6	<b>NO REVERSING WITHOUT A SPOTTER/FLAGMAN</b> Whenever a construction vehicle has to reverse, there must be a flagman to guide the driver at all times.

## Environmental constraints and management

The Contractor shall conform and comply with the following standards and legislation below:

- Issued Health and Safety and Environment Specification
- National Environmental Management Act 107 of 1998.
- National Environmental Management Waste Act 59 of 2008.
- Environmental Incident Management Procedure 240-133087117
- Waste Management Standard 32-245
- 32-727 SHEQ Policy
- ISO 14001: Environmental Management System

The Contractor to clean up hazardous material spillages (battery spillages and oil spillages).

## Quality assurance requirements

It is important that all the Contractors meet the minimum requirements of ISO 9001 quality management system to maintain a high standard of products or services rendered to NTCSA.

It is therefore important that the Contractor demonstrate commitment to the development, implementation and maintenance of its Quality management system that complies with the requirements of ISO 9001 standard.

The Contractor shall conform with the following standards and documents below:

- Quality Management Specification
- ISO 9001 Quality Management Systems – Requirements
- 32-727: Safety, Health, Environment, and Quality (SHEQ) Policy
- 240-12248652 Supplier Quality Management: List of Tender Returnables

## Procurement

### People

#### Minimum requirements of people employed

##### **A. Normal work**

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act. Contractors will notify their Tx Real Estate Supervisor or Service manager of any work that needs to be performed after hours according to the agreed arrangements. (The application needs to be submitted timeously). Where applicable, the notification should include proof of application, for overtime, to the Department of Employment and Labour and /or the letter of approval from the Department of Employment and Labour.

## **B. Overtime**

When overtime is required to be performed. The appointed Contractor shall inform the NTCSA Service Manager of such function. Contractors shall be aware of the effects of human fatigue and regulate overtime accordingly. The baseline risk assessment must be reviewed to include the management of overtime work.

## **C. COID**

The appointed Contractor and all his/her sub- Contractors shall be registered and in good standing with compensation fund or with a licensed compensation insurer as contemplated in the compensation for occupational injuries and diseases Act, 1993 (Act No. 130 of 1993). The obligation lies with the Contractors to ensure that the LoG remain valid throughout the contract period. A copy of the LoG must be filed in the Contractor SHE files.

## **D. MEDICALS**

- Note: NTCSA will only accept medical surveillance conducted by an Occupational Health Practitioner who holds a qualification in occupational health.
- Principle Contractors must ensure that their and their appointed Contractors have a medical surveillance program whereby their employees undergo entry, periodic and exit medical fitness examinations.
- In order for the appropriate medical examinations to be conducted, each employee must have a person job specification (profile), which must indicate the description of work, list of hazards and potential occupational exposure limits, physical hazards and required physical attributes.
- For employees working on the contract, medical fitness certificates shall be renewed annually for employees who are not office bound including drivers and once every 3 years for employees that are office bound. This shall be maintained until completion of the contract. The Principal Contractor must ensure that his / her employees and sub-Contractor employees have undergone pre-entry medical examination before starting work on the contract, should it be for longer than three (3) days.
- The principal Contractor shall provide a documented process for managing those employees who are issued with a conditional certificate of fitness.

## BBBEE and preferencing scheme

### 1. 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.

## Job Opportunities

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

## Supplier Development Localization and Industrialization –(SDL&I)

Not applicable

## Subcontracting

### Preferred subcontractors

Not applicable

### Subcontract documentation, and assessment of subcontract tenders

Not applicable

### Limitations on subcontracting

Not applicable

### Attendance on subcontractors

Not applicable

## Plant and Materials

### Specifications

The Contractor shall have the necessary tools and equipment to execute the relevant services as required.

## **A. REQUIREMENTS FOR VEHICLES**

- The appointed Contractor must have a system/ process to manage vehicle access to site.
- The appointed Contractor must maintain their vehicles in a roadworthy condition and a vehicle license must be valid at all times.
- Contractor vehicles can be subject to inspections by the Service Manager
- Vehicles which are not roadworthy will not be permitted to be used on site.
- Precautions shall be taken to secure all loads properly.
- All vehicles must be fitted with fire extinguisher and first aid kit.

## **B. REQUIREMENTS FOR DRIVERS**

- The driver must have a valid national licence for the type of vehicle used.
- The driver must have level 1 first aid training and basic fire extinguisher training.
- It is the responsibility of the driver to ensure:
  - a. Their passengers wear seat belts whilst the vehicle is in motion.
  - b. Comply with all traffic road rules, safety, and direction and speed signs.
  - c. Ensure that vehicle loads are properly secured prior to moving off.
  - d. Ensure that vehicles are not overloaded.
- No drivers or operators may text, talk on cell phones or two-way radios whilst driving, unless a hands-free kit is used.
- All drivers of such vehicles are to have valid medical fitness certificates.
- Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them.
- No passengers must be loaded on the back of the bakkie /LDV/ truck with no safety belts.

## **C. TOOLS AND EQUIPMENT**

- Contractors shall ensure that all tools and equipment are identified, safe to be used and is maintained in a good condition.
- Contractors shall ensure that all tools and equipment are listed on an inventory list, be regularly inspected at least monthly or as required by legislation and risk assessments.

- The equipment should be numbered or tagged so that it can be properly monitored and inspected.
- Ensure all tools and equipment that emit noise shall be avoided, if not, necessary precautions are taken to prevent Noise Induce Hearing Loss.
- Where applicable, tools and equipment must have the necessary approved test or calibration documentation prior to being brought onto site and the records shall form part of the SHE Plan. Maintenance calibration shall be undertaken in terms of the manufacturer's requirements.

#### **D. PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS (PPE)**

- The appointed Contractor must provide a detailed programme that includes the issuing, maintenance and replacement of PPE for all his employees and sub-Contractors on site.
- All Contractors shall comply with the requirements of GSR 2 of the OHS Act.
- The risk-based PPE matrix must be compiled detailing the types of PPE that is required to be issued to employees performing the respective tasks.
- Additional PPE shall be identified from task risk assessments for specific areas and tasks.
- All Contractors shall ensure that their visitors wear and use the correct PPE whilst on worksites.
- Where PPE is required and visitors are not in possession of, then it is the individual Contractor's responsibility to provide the PPE.
- All PPE purchased and used by all Contractor employees including visitors must comply with the relevant SANS standards.

#### **Correction of defects**

The repairs for damaged items shall be performed by accredited or competent person or Contractor as per manufacturers manual. The repairs shall not interfere with or hinder the employers' work operation on site. All repairs' records shall be kept safely and be available at any time when Employer is looking for the records. All defects identified to be corrected immediately or not more than 2 days if the work requires special equipment.

#### **Contractor's procurement of Plant and Materials**

Not applicable

## Tests and inspections before delivery

Not applicable

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

Not applicable

## Cataloguing requirements by the *Contractor*

Not applicable

## Working on the Affected Property

- Scheduled work should take place during the week and during normal working hours only (except where necessary arrangements were made).
- NTCSA has buildings that are classified as National Key Points (NKP). Contractor employees must go through vetting process and submit criminal clearance certificates to ensure compliance with NKP Act.
- Security reserves the right to search every delivery vehicle coming in and out of site, all material needs to be declared before coming in on site.
- The Contractor shall provide detailed work instruction accepted by the Client for the related scope of work indicating how the work will be done safely without endangering the health and safety of employees.
- Medical certificates of fitness that are valid must be part of the safety file package including identification documents of the employees and their competency certificates.
- The national requirements regarding the use of cellular phones must be adhered to, in particular when driving through restricted areas.
- Non-compliance to a Life Saving rule will be considered serious misconduct and will lead to serious disciplinary action, which may include dismissal.
- The appointed Contractor shall ensure that all his / her employees and sub-Contractor employees undergo site specific work induction with regard to the approved Contract SHE Plan, general hazards prevalent on site, risk assessment, rules and regulations, and other related aspects. Records of site-specific induction must be kept in the safety file.
- All Contractors shall comply with Eskom’s procedure 32-37 (“Substance Abuse Procedure”), taking in to account that this is an Eskom Life-saving Rule number 4: BE SOBER”), this means anyone entering the Eskom will be subjected to ad hoc alcohol testing.
- The alcohol and drug permissible level is 0%.

## *Employer's site entry and security control, permits, and site regulations*

The appointed contractor shall ensure that all his / her employees undergo site specific work induction with regard to the approved project SHE Plan, general hazards prevalent on site, risk assessment, rules and regulations, and other related aspects. Records of site-specific induction must be kept in the safety file.

### **5.1.1 Visitors to site induction**

- Visitors to the site shall be required to undergo and comply with the appointed contractor's site-specific safety induction prior to being allowed access to site.
- All visitors must remain in the care and custody of a person (host) who has been properly inducted. No visitors are permitted to undertake any work onsite, of any nature.
- Visitors who have completed site induction must be provided with a record of proof of Induction training.

## *People restrictions, hours of work, conduct and records*

- Access to all sites will be via the main security gate. The Employer informs the Contractor of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The Employer reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- All persons entering Eskom sites are subjected to alcohol testing.
- The Contractor is responsible for the provision of transportation for all personnel to site, from site and on Site.
- The Contractor is responsible for the training and development of his staff whilst employed by the Employer.
- The Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors and the Service Manager shall have access to these records at any time.

### **5.2.1 Temporary Gate Permits**

- The Contractor provides the Employer with the personal details of their staff at least two weeks prior to the contract start date. All names and details to be submitted to the Employer who arranges for all gate permits.
- If an employee is no longer in the employ of the Contractor, the Contractor shall notify the Employer in advance, and replacements communicated to the Employer as well, whereby they will have to attend induction as well.
- The Contractor ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved NTCSA security form.

### **5.2.2 Removal**

- The Contractor is not allowed to remove any equipment or materials from site without producing the relevant NTCSA security forms and the equipment lists.
- If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.
- The removal of any item at a later stage of the contract will require a security form with the necessary approval and responsible manager's signature.
- If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the Employer's Representative, on receipt of the original security form, with which the Contractor brought the equipment on site.

## **Health and safety facilities on the Affected Property**

The Safety file package must be submitted to the OHS department electronically before the agreed project commencement date. Before the Contractor commences with any work, the Tx Safety Officer shall ensure that:

- A copy of the SHE Specification document is in the possession of the contractor as well as the Tx Real Estate baseline risk assessment.
- The responsible person of the contracting company and the Tx Real Estate project manager/contract manager have signed the TX Real Estate section 37 (2) agreement.
- The appointment of the appointed Contractor has been concluded and signed by the Contractor and Appointed Service Manager.
- The SHE Plan has been discussed with the responsible person of the contracting company and approved in writing by the TX Real Estate Contract Manager (if required).
- A task specific baseline risk assessment must be part of the SHE Plan and accompanied by a risk assessment procedure applied. A monitoring and review plan must form part of the baseline risk assessment.
- Where a Sub-Contractor(s) is appointed by the Appointed Contractor, the Contractor supplies the applicable TX Real Estate SHE specifications to the Sub Contractor(s).

- Where a Sub-Contractor(s) is appointed by the Appointed Contractor, the safety file for the sub-contractor must also be submitted to safety department for approval.
- The OHS department shall assess and give written feedback to the contract manager.
- The safety file shall be approved by a form of a written letter, the letter shall authorize the appointed contractor to commence with site establishment.
- A task specific baseline risk assessment must be part of the SHE Plan and accompanied by a risk assessment procedure applied. A monitoring and review plan must form part of the baseline risk assessment
- Where a Sub-Contractor(s) is appointed by the Appointed Contractor, the Contractor supplies the applicable TX Real Estate SHE specifications to the Sub Contractor(s).
- Where a Sub-Contractor(s) is appointed by the Appointed Contractor, the safety file for the sub-contractor must also be submitted to safety department for approval.
- The OHS department shall assess and give written feedback to the contract manager.
- The safety file shall be approved by a form of a written letter, the letter shall authorise the appointed contractor to commence with site establishment.

### **Legal and other appointment**

- For the duration of the contract, the appointed contractor shall appoint competent employees who will meet the requirements of the OHS Act.
- Where appointments are made, contractors shall ensure that the appointees have been suitably trained and or informed of their responsibilities before getting them to accept such appointment.
- The relevant statutory appointments shall be made in accordance with the requirements of the OHS Act which includes the requirement of a competent person being appointed in the relevant roles. The statutory appointments must reflect the extent of the scope of work issued.

### **Risk Assessments**

- It is a legal requirement in terms of Section 8 (2)(d) of the OHS Act for an employer to carry out risk assessments, to establish which risks and hazards are attached to the health and safety of persons due to any work which is performed, any article or substance which is, handled, stored, transported.
- The Contractor shall prepare and provide a Baseline Risk Assessment for an intended work as per the scope of work as part of the contract package.
- The appointed contractor shall develop a Risk Assessment in line with Section 8 (2)(d) of the OHS Act, in alignment to Eskom 32-520 procedure. Emerging risks and hazards must be managed during the duration of the contract. This means that if there are significant changes to a process or activity, or any new process, then these should also be subjected to risk assessment.

- All risks must be rated. Activity based risk assessments shall be conducted by a competent person of the Appointed Contractor.

## Environmental controls, fauna & flora

### Protection of Flora

The removal, damage and disturbance of indigenous flora are prohibited. The use of herbicides is prohibited unless accepted by the *Service Manager*.

### Protection of the Fauna

The *Contractor* shall protect fauna living within the Site and shall ensure that hunting, snaring, poisoning, shooting, nest raiding or egg collecting, and disturbance does not occur.

The *Contractor* is to ensure that the contractor employees do not to feed wild animals roaming on site (if any).

### Environmental controls

The Contractor shall conform with all standards and procedures for operation at the Eskom/NTCSA site and comply with all applicable legislation on site for the NEMA and NEMWA.

- All spills/emergency incidents should be reported to NTCSA Contract Supervisor and Environmental Officer(s) immediately on occurrence. Incidents should be investigated to prevent re-occurrence.
- All contractors should be aware of Eskom SHEQ Policy.
- All contractors must take into account environmental consideration when carrying out Risk Assessments.
- All equipment used on site must be in good working condition and no fuel and/or oil leaks on any equipment will be tolerated.
- Non-conformance, incident reporting and investigations shall be done by the contractor, such reports must include but not limited to the following information:
  - The cause of the non-conformance/incident.
  - The proposed actions to correct and prevent recurrence.
  - TX Real Estate shall issue non-conformance where there are deviations from environmental requirements.

## Cooperating with and obtaining acceptance of Others

As per clause 25.1 of this contract (Core Clauses)

## Records of *Contractor's* Equipment

The Contractor must report to the Service Manager and Supervisor prior or during arrival of any equipment (owned or hired equipment) on site. The Contractor shall inform the Service Manager and Supervisor prior removal any equipment (owned or hired equipment) on site. The Contractor shall keep the updated list of all the equipment. All equipment must be inspected as per all applicable legislations, and the records shall be made available at any given time required by the Service Manager or the inspector from the Department of Employment and Labour.

## Equipment provided by the *Employer*

Not applicable

## Site services and facilities

### Provided by the *Employer*

Water and Electricity usage

- Water and Electricity will be supplied by the Employer and must be used in accordance with the Eskom Environmental objectives.
- The Employer will provide a central waste disposal area.
- The Employer will provide ablution facilities for use by the Contractor's employees on site.

### Provided by the *Contractor*

The Contractor shall provide everything else necessary for providing the Service.

## Control of noise, dust, water and waste

The Contractor shall conform with Eskom/NTCSA's requirements and comply with all applicable legislation for environment management on site.

The Contractor shall take appropriate measures to minimize the generation of dust and noise as a result of his works, operations and activities to the satisfaction of the Service Manager.

## Hook ups to existing works

The Contractor shall conform with the requirements for Eskom’s Life Saving Rules., Eskom working at Heights Procedure The performance of works which affects the employer’s operations, or the system of other contractors shall be scheduled to be performed only at times approved by the Employer. The procedure for carrying out work which of necessity interrupts the employer’s operation, or the system of other contractors, or imposes abnormal operating conditions of their systems, is subject to approval of the *Service Manager*

## Tests and inspections

### Description of tests and inspections

The Contractor shall be responsible for providing the quality inspections as per the scope requirements and rectifies all defects within the agreed time. The Contractor to provide test and inspection records on approved templates by the Employer (*Service Manager*). The inspections and records shall comply and conform with all applicable legislative and Employer’s requirements.

### Materials facilities and samples for tests and inspections

Not applicable

## List of drawings

### Drawings issued by the *Employer*

Furniture layout when available will be provided with the task order.

### Low Service Damages- Annexure B

<b>Incidents</b>	<b>Allowance / Response Time</b>	<b>Frequenc y</b>	<b>Targe t</b>	<b>Penalties for non-conformance</b>
Failure for Contractor to supply boxes that are suitable for office moves,	None	All times	100%	5% of the task order per incident

stickers (different colours) and markers				
Failure to pack document files in storages facilities within the specified period	None	All times	100%	5% of the task order per incident
Failure to move the furniture and boxes from current building to new sites within the specified period	None	All times	100%	5% of the task order per incident
Failure to provide suitable transport for office moves.	None	All times	100%	5% of the task order per incident
Failure to provide protective packaging that is suitable for movement of fragile equipment on site	None	All times	100%	5% of the task order per incident
Damaging customer's tools and equipment's stored on site while moving it to required areas	None	All times	100%	Total amount to repair or replace the damaged equipment
Damaging the Employer's furniture and equipment while moving it.	None	All times	100%	Total amount to repair or replace the damaged furniture
Damaging Employer's property while dismantling, moving, and re-assembling bulk filing systems	None	All times	100%	Total amount to repair the damaged property
Failure to well handle/ remove of items such as printers, PCs, safes, pictures, furniture (desks/ tables, cupboards, chairs) and workstations screens etc.	None	All times	100%	5% of the task order per incident ( for the printers and PCs based on the quotation received from IT department)
Equipment and tools shortage on site	None	All times	100%	R15 000, 00 per incident

Failure to adhere to instructions from the Service Manager or Supervisor within specified period	None	All times	100%	R1000 per incident
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