



NEC3 Term Service Contract (TSC3)

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

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

for Fire Extinguisher annual maintenance, pressure testing and replacement in Western Grid for 36 Months. Karoo CLN, Namaqualand CLN and Kimberley CLN

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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:

Fire Extinguisher annual maintenance, pressure testing and replacement in Western Grid for 36 Months. Karoo CLN, Namaqualand CLN and Kimberley CLN

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	R [rates based]
	Sub total	R [rates based]
	Value Added Tax @ 15% is	R [rates based]
	The offered total of the amount due inclusive of VAT is ¹	R [rates based]
	(in words) [●]	

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

Signature(s)

Name(s) _____

Capacity _____

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

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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)

Mr Kooben Munsamy

Capacity

Western Grid Senior Manager

**for the
Employer**

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

(Insert name and address of organisation)

signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

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Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

Mr Kooben Munsamy

Western Grid Senior Manager

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

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	NTCSA SOC Ltd (reg no: 2021/539129/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	Mr Daan Liebenberg
	Address	60 VOORTREKKER ROAD, BELLVILLE, 7530
	Tel	+27 43 703 5149
	Fax	NONE
	e-mail	liebenda@ntcsa.co.za

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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11.2(2)	The Affected Property is	Gamma, Hydra, Koruson, Kronos, Roodekuil, Ruigtevallei, Ferrum, Garona, Lewensaar, Olien, Aggeneis, Aries, Groeipunt, Gromis, Nama, Nieuwehoop, Oranjemond, Paulputs and Upington
11.2(13)	The <i>service</i> is	Fire Extinguisher annual maintenance, pressure testing and replacement in Western Grid for 36 Months. Karoo CLN, Namaqualand CLN and Kimberley CLN
11.2(14)	The following matters will be included in the Risk Register	Matters notified under early warning procedure Matters that arise from risk reduction meetings
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	24 hours
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	36 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	31 days after invoice submission date
51.4	The <i>interest rate</i> 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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Additional risks (if any) to be identified and recorded in the risk register during contract execution
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
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	Four (4) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

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Address [•]

Tel No. [•]

Fax No. [•]

e-mail [•]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Kimberley, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

12 Data for secondary Option clauses

X1	Price adjustment for inflation	Contract Price Adjustment (CPA) will apply annually on the contract anniversary,		
X1.1	The <i>base date</i> for indices is	November 2025		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		85%	SEIFSA indices	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		15%	non-adjustable	
X2	Changes in the law			
X2.1	A change in the law of	Republic of South Africa is a compensation event if it occurs after the Contract Date		

X17	Low service damages	
X17.1	The <i>service level table</i> is	<p>To be discussed and agreed upon by the Contractor and Employer</p> <p>The <i>Contractor</i> shall record all instances of low service damage in the service record and notify the <i>Service Manager</i></p>
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

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

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.

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 <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or 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.

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- 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>	<u>Loss of or damage to property</u> The replacement cost

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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	<u>Bodily injury to or death of a person</u> 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**

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

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 <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- 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)³ 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	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> 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:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

CONTRACT TITLE: Fire Extinguisher annual maintenance, pressure testing and replacement in Western Grid for 36 Months

Qualifications:

Experience:

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

A	Priced contract with price list		
11.2(12)	The <i>price list</i> is in		
11.2(19)	The tendered total of the Prices is	R	
C	Target contract with price list		
11.2(12)	The <i>price list</i> is in		
11.2(20)	The tendered total of the Prices is	R	
E	Cost reimbursable contract		
11.2(12)	The <i>price list</i> is in		

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	3

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	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 <ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> 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.

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.

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).

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.

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*

Northern Cape

No	Description	Short Format Description	Unit	Quantity	Rate	SAP #
1	Annual service 1 kg STP DCP Fire Extinguisher	MAINT EXTNGR FIRE: DCP 1 KG, ANNUALLY	each	1		3000021315
2	Annual service 1.5 kg STP DCP Fire Extinguisher	MAINT EXTNGR FIRE: DCP 1.5 KG, ANNUALLY	each	1		3000021316
3	Annual service 2 kg STP DCP Fire Extinguisher	MAINT EXTNGR FIRE: DCP, 2 KG, ANNUALLY	each	1		3000034805
4	Annual service 2.5 kg STP DCP Fire Extinguisher	MAINT EXTNGR FIRE: DCP 2.5 KG, ANNUALLY	each	1		3000021317
5	Annual service 4.5 kg STP DCP Fire Extinguisher	MAINT EXTNGR FIRE: DCP 4.5 KG, ANNUALLY	each	1		3000021319
6	Annual service 9 kg STP DCP Fire Extinguisher	MAINT EXTNGR FIRE: DCP 9 KG, ANNUALLY	each	1		3000021320
7	Annual service 2 kg CO2 Fire Extinguisher	MAINT EXTNGR FIRE: CO2 2 KG, ANNUALLY	each	1		3000021313
8	Annual service 2.5 kg CO2 Fire Extinguisher	MAINT EXTNGR FIRE:CO2, 2.5 KG, ANNUALLY	each	1		3000034810
9	Annual service 4.5 kg CO2 Fire Extinguisher	MAINT EXTNGR FIRE:CO2, 4.5 KG, ANNUALLY	each	1		3000034804
10	Annual service 5 kg CO2 Fire Extinguisher	MAINT EXTNGR FIRE: CO2 5 KG, ANNUALLY	each	1		3000021314
11	Annual service 6.8 kg CO2 Fire Extinguisher	MAINT EXTNGR FIRE: CO2, 6.8 KG, ANNUALLY	each	1		3000034809
12	Annual service 9 kg CO2 Fire Extinguisher	MAINT EXTNGR FIRE: CO2 9 KG, ANNUALLY	each	1		3000034855
13	Annual service 25 kg STP DCP Trolley Unit	MAINT EXTNGR FIRE: FIRE FOAM TROLLEYS	each	1		3000030309
14	Annual service 50 kg STP DCP Trolley Unit	MAINT EXTNGR FIRE: FIRE FOAM TROLLEYS	each	1		3000030309
15	Accommodation (per night)	T&S: ACCOMMODATION COST-TECHNICIAN; DAILY	each	1		3000036623
16	Travelling (per km)	PAY FEE:TRAVEL COST, PER KM	each	1		3000023130
17	Annual service Vehicle Fire Ext	MAINT EXTNGR FIRE: ANNUALLY	each	1		3000034857
18	Pressure Testing Dry Powder Units (Due every 5 Years)	TEST EQP SFTY: DRY POWDER, PRESSURE TEST	each	1		3000034806
19	Hydrostatic Pressure Test CO2 Units (Due every 10 Years)	TEST EQP SFTY: CO2 FIRE EXT,5 YR, END USER	each	1		3000034831
20	Refilling 40% MAP Powder per KG	REFIL CYL: FIRE EXTINGUISHER,40 PCT	each	1		3000034807
21		REFIL CYL: FIRE EXTINGUISHER,9 KG, CO2	each	1		3000035102
22	Refilling CO2 Gas per KG	REFIL CYL: FIRE EXTINGUISHER,2.5 KG, CO2	each	1		3000035098
23		REFIL CYL: FIRE EXTINGUISHER,2 KG, CO2	each	1		3000035099

24		REFIL CYL: FIRE EXTINGUISHER,6.8 KG, CO2	each	1		3000035101
25		REFIL CYL: FIRE EXTINGUISHER,5 KG, CO2	each	1		3000035100
26	Major Spares eg CPF Head Assembly etc.	MAINT EXTNGR FIRE: INSPECT AND REPAIR	each	1		3000034854
27		REPLACE, EQUIPMENT; TYPE FOAM FIRE EXT 1 KG; MATERIAL SUPPLIER SERVICE PROVIDER; ADDITIONAL EQUIPMENT RED CANISTER CYLINDER WITH CARRY VALVE HAND ASSEMBLY PRESSURE GAUGE AND SAFETY PIN; THE SERVICE PROVIDER MUST BE SANS 1475-1 2010 AND SANS 1475-2 2021; MARK PERMIT HOLDER IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993	each	1		3000034840
28		REPLACE, EQUIPMENT; TYPE CO2 FIRE EXT 5 KG; MATERIAL SUPPLIER SERVICE PROVIDER; ADDITIONAL EQUIPMENT RED CANISTER CYLINDER WITH CARRY VALVE HAND ASSEMBLY PRESSURE GAUGE AND SAFETY PIN; THE SERVICE PROVIDER MUST BE SANS 1475-1 2010 AND SANS 1475-2 2021; MARK PERMIT HOLDER IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993	each	1		3000034838
29		REPLACE, EQUIPMENT; TYPE DRY CHEMICAL POWDER UNIT 4.5 KG; MATERIAL SUPPLIER SERVICE PROVIDER; ADDITI	each	1		3000034839
30		REPLACE, EQUIPMENT; TYPE DRY CHEMICAL POWDER UNIT 25 KG; MATERIAL SUPPLIER SERVICE PROVIDER; ADDITIO	each	1		3000034837
31		REPLACE, EQUIPMENT; TYPE DRY CHEMICAL POWDER UNIT 1 KG; MATERIAL SUPPLIER SERVICE PROVIDER; ADDITION	each	1		3000034833

32		REPLACE, EQUIPMENT; TYPE DRY CHEMICAL POWDER UNIT 2 KG; MATERIAL SUPPLIER SERVICE PROVIDER; ADDITION	each	1		3000034834
33		REPLACE, EQUIPMENT; TYPE DRY CHEMICAL POWDER UNIT 1.5 KG; MATERIAL SUPPLIER SERVICE PROVIDER; ADDITI	each	1		3000034835
34		REPLACE: EXTINGUISHER, FIRE: EXTINGUISHING AGENT: DCP; CAPACITY RATING: 50 KG; SAFETY RATING: ABC	each	1		0686256
35		REPLACE, EQUIPMENT; TYPE CO2 FIRE EXT 5 KG; MATERIAL SUPPLIER SERVICE PROVIDER; ADDITIONAL EQUIPMENT RED CANISTER CYLINDER WITH CARRY VALVE HAND ASSEMBLY PRESSURE GAUGE AND SAFETY PIN; THE SERVICE PROVIDER MUST BE SANS 1475-1 2010 AND SANS 1475-2 2021; MARK PERMIT HOLDER IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993	each	1		3000034838
36	Repairs of units	MAINT EXTNGR FIRE: INSPECT AND REPAIR	each	1		3000034854

The total of the Prices

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

ANNUAL SERVICE, REPAIRS, PRESSURE TESTING AND REPLACEMENT OF FIRE EXTINGUISHERS IN KAROO, NAMAQUALAND AND KIMBERLEY CLN'S FOR PERIOD OF 36 MONTHS

Gamma, Hydra, Koruson, Kronos, Roodekuil, Ruigtevallei, Ferrum, Garona, Lewensaar, Olien, Aggeneis, Aries, Groeipunt, Gromis, Nama, Nieuwehoop, Oranjemond, Paulputs and Uppington

1.2 Employer's requirements for the service

The *Contractor* shall provide planned and reactive maintenance services for all fire extinguishers and associated equipment across the *Employer's* premises. The service shall include inspection, testing, servicing, replacement, and reporting in accordance with the following requirements:

1.2.1 Scope of Service

- Maintain all portable fire extinguishers, fire blankets, and related signage.
- Conduct annual inspections and servicing in line with SANS 1475 and manufacturer guidelines.
- Respond to reactive maintenance requests within agreed timeframes.

1.2.2 Performance Standards

- All equipment must remain compliant with applicable fire safety regulations.
- Service delivery must not cause disruption to business operations.
- All work must be recorded in the Service Damage Log and Asset Register.

1.2.3 Quality and Safety

- Technicians must be certified and trained in fire equipment servicing.
- All servicing must be documented with inspection tags and service reports.
- Any damage caused during service must be classified and managed accordingly.

1.2.4 Reporting and Communication

- Monthly / annual service reports must include:
 - Completed inspections
 - Outstanding defects
 - Service damage incidents
- Early Warning Notices must be issued for recurring damage or potential service risks.

1.2.5 Response Times

- **Low priority** (routine servicing): within 10 working days
- **Medium priority** (non-critical defects): within 3 working days
- **High priority** (safety-critical issues): within 24 hours

1.2.6 Asset Management

- Maintain an up-to-date register of all fire extinguishers and related assets.
- Tag and track each unit with unique identifiers.
- Notify the *Employer* of any units requiring replacement.

OTHER REQUIREMENTS

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

- The *Contractor* shall deliver the fire extinguisher maintenance service through a structured and proactive approach that ensures compliance, safety, and operational continuity across all *Employer* sites.
- The *Contractor* will report the total number of employees, and the total man-hours spent performing this service to the *Employer* on a monthly basis in a format as specified by the *Employer* from time to time.

2.2 Management meetings

Purpose:

To review service performance, discuss risks, resolve issues, and ensure compliance with the Service Information and contractual obligations.

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

Regular meetings may be convened with *Contractor's* supervisor for each site, with advance notification, and chaired by the Employer, as follows:

Interval / Description	Location	Attendance by:
Induction	Face to face / MS Teams	<i>Employer, Contractor, Agents and Others</i> as required
Progress Meeting (As and when required)	MS Teams	<i>Employer, Contractor, Agents and Others</i> as required
Adhoc Risk reduction (As and when required)	MS Teams	<i>Employer, Contractor, Agents and Others</i> as required
Close out Meeting (End term of the contract)	Face to face / MS Teams	<i>Employer, Contractor, Agents and Others</i> as required

All meetings shall be recorded using minutes or a register prepared and circulated by the convenor of the meeting. Records of these meetings shall be submitted to the *Employer* by the person convening the meeting within five days of 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. Confirmation of contract communications during operational meetings will, however, be considered as formal acknowledgement of receipt of a contract communication.

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.

2.3 Contractor's management, supervision and key people

The *Contractor's* staff will ensure that they restrict their movements on the *Employee's* premises to only those areas pointed out to them during the *Employer's* Induction Training intervention.

The *Contractor* will keep the Employer updated regarding any changes to employees which are involved in performing the service. This include providing the Employer with a up-to-date company organogram and proof of relevant training to perform the service

2.4 Provision of bonds and guarantees

n/a

2.5 Documentation control

The use of standard TSC3 forms, letters, templates must be used when issuing official communication.

2.6 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4710303126;
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;

Timesheets and invoicing will be done monthly, from the first working day of the following month.

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

All invoices to be addressed as follows:

Eskom Holdings SOC Limited
60 Voortrekker Road
BELLVILLE, 7535

Invoices to be sent to Invoiceseskomlocal@eskom.co.za, WesternGridGRs@eskom.co.za fss@eskom.co.za and cc and heynsz@ntcsa.co.za . All electronic invoices must be sent in PDF format only. 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

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.

2.7 Contract change management

The *Contractor* shall manage changes to the contract in accordance with the procedures outlined in the NEC Term Service Contract. All changes must be agreed upon by both the *Employer* and the *Contractor* and formally recorded to ensure transparency, accountability, and continuity of service.

The use of standard TSC3 forms, letters, templates must be used when issuing contract change management communication.

2.8 Records of Defined Cost to be kept by the *Contractor*

The *Contractor* shall maintain accurate and complete records of all Defined Costs incurred in delivering the service. These records shall be made available to the *Service Manager* upon request and used to support assessments of payments, compensation events, and audits.

2.9 Insurance provided by the *Employer*

All insurance-related queries, clarifications, or requests for documentation pertaining to the *Employer's* insurance policies shall be directed through the *Service Manager*. The *Contractor* shall not contact the NTCSA Insurance Department directly unless expressly authorised in writing by the *Service Manager*.

2.10 Training workshops and technology transfer

The *Contractor* shall provide training workshops and facilitate technology transfer to ensure that the *Employer's* personnel are equipped with the necessary knowledge and skills to support fire extinguisher operations, compliance, and basic maintenance.

2.10.1 Training Workshops

- **Frequency:** As requested by the *Service Manager*.
- **Audience:** *Employer's* facilities staff, Health and Safety Officers, and designated Fire Marshalls.
- **Minimum training:**
 - Fire extinguisher types and applications
 - Basic inspection and readiness checks
 - Safe handling and discharge procedures
 - Regulatory compliance (e.g., SANS 1475)
 - Reporting defects and service damage

2.10.2 Technology Transfer

- The *Contractor* shall share relevant tools, systems, and processes used in service delivery, including:

- Asset tagging and tracking methods
 - Digital inspection logs and reporting templates
 - Service Damage Matrix and classification protocols
 - Maintenance scheduling tools
- Where applicable, the *Contractor* shall assist the *Employer* in adopting these technologies into their internal systems.

2.11 Design and supply of Equipment

The *Contractor* shall be responsible for the design, specification, and supply of fire safety equipment as required by the *Employer*, in accordance with applicable standards and the Service Information.

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

At the conclusion of the service period, the *Contractor* shall provide the *Employer* with the following items to support ongoing fire safety operations, compliance, and asset management:

2.12.1 Documentation and Records

- **Final Asset Register:** Complete list of all fire extinguishers and related equipment, including serial numbers, locations, types, and service history.
- **Service Damage Log:** Full record of all damage incidents classified as Low, Medium, or High, with resolution status.
- **Inspection and Maintenance Reports:** Copies of all service reports, certificates, and compliance records generated during the contract period.
- **Warranty Information:** Details of any equipment supplied under the contract that remains under warranty.

2.12.2 Training and Knowledge Materials

- **Training Records:** Attendance sheets and certificates from workshops delivered during the contract.
- **Technology Transfer File:** Guides, templates, and tools shared with the *Employer* for ongoing use (e.g., inspection checklists, tagging protocols, reporting formats).

2.12.3 Equipment and Tools (if applicable)

- Any reusable tools, tags, or software licenses provided under the contract and agreed for retention by the *Employer*.

2.12.4 Handover Report

A consolidated **Handover Report** summarising:

- Status of all assets
- Outstanding defects or follow-ups
- Recommendations for future servicing
- Lessons learned and improvement suggestions

2.13 Management of work done by Task Order

All work under this contract will be performed in accordance with the Task Order process. The Task Order is a formal instruction issued by the *Service Manager* for the *Contractor* to carry out a defined scope of work at a specific location, within a specified timeframe and budget.

Work instructed under Task Orders shall be managed by the Contractor in accordance with the procedures set out in the Service Information and the NEC Term Service Contract. Health and safety, the environment and quality assurance.

3.1 Health and safety risk management

The Contractor shall comply with the health and safety requirements contained in Eskom Safety, Health and Environmental Specification as updated. The Employer's Safety Officers shall inspect the Contractor Working Areas and Facilities for compliance to Eskom's standards.

In addition to the requirements of the laws governing health and safety, NTCSA may have some additional requirements particular to the service and the Affected Property for this contract.

The Contractor maintains an active accident prevention programme, and appoints a Responsible Person as required by the Occupational Health and Safety Act. The Contractor complies with the Construction Regulations specified under this act. The Contractor holds safety meetings as required by the Occupational Health and Safety Act and submits minutes to the Project Manager within seven days of such meetings.

The Contractor is to submit a risk assessment of procedures followed during all stages of execution. This is to be submitted to the Employer for assessment prior to execution.

The *Contractor* shall comply with the health and safety requirements contained in **32-727** to this Service Information.

NO WORK SHALL PROCEED UNTIL THE EMPLOYER HAS REVIEWED AND ACCEPTED THE SAFETY FILE.

NB: The Safety and Risk Representatives from NTCSA Western Grid based at:

Eskom Bellville Building, 2nd Floor (*NTCSA*), 60 Voortrekker Road, Bellville; will be able to assist with safety file review after the contract has been awarded.

3.2 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated in Eskom Transmission Environmental Management Plan (EMP) as updated and the Record of Decision (RoD).

The substations have toilet facilities that may be used during the work execution, but the Contractor is expected to maintain a good housekeeping.

The Contractor shall have an understanding of Eskom NTCSA's basic environmental principles and commitments.

Contractor will be legally liable for any contraventions of Environmental Laws and claims arising from the activities of the Contractor shall be for the Contractors expense.

The Contractor shall be responsible for all expenses incurred to ensure adherence to the Eskom NTCSA Environmental requirements as stipulated in the Environmental documentation, EMP and method statements as stipulated above which includes but is not restricted to Environmental Law training courses, Hazardous Substance Management training courses, etc.

The Contractor shall be responsible for all expenses incurred to ensure adherence to National Environmental legislation, Environmental Management Plans, licenses and permits.

All temporary offices, storage and laydown areas to be adequately demarcated to ensure the safety of people and animals.

The Contractor shall ensure all employees are trained in accordance with the Eskom training requirements as per document 240-83895653 Environmental Training, Awareness and Competence.

In compliance to Eskom's SHEQ Policy (32-727), the Contractor to ensure:

Commitment to safety, health and environmental excellence

Conduct business with respect and care for people and minimise or avoid impact on the environment.

Compliance to environmental legislation, conditions of Environmental Authorisations and requirements set out in environmental management plans.

Acceptance that all injuries and occupational illnesses, as well as safety and environmental incidents are preventable.

Report, respond to, investigate, close-out, and share learning from safety and environmental incidents.

Eskom NTCSA may, at any stage during the currency of this agreement, be entitled to:

- Perform environmental audits at the Contractor's premises, its workplaces and on its employees.
- Refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of Environmental legislation or Eskom requirements.
- Issue the Contractor with a work stop order or a non-compliance should Eskom NTCSA become aware of any non-compliance to working procedures or conditions with Environmental legislation and requirements.
- No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the Contractor to claim any additional costs incurred in complying therewith from Eskom NTCSA.

3.3 Quality assurance requirements

The supplier shall comply with the Quality Requirements for Supplier Quality Management Specification 240-105658000/ QM 58 and ISO 9001).

The supplier shall submit objective evidence of a **developed QMS** that complies with **ISO 9001** (or the latest applicable revision).

The following documented information (approved/ signed copies) shall be submitted:

- Quality management system manual or a (documented information) that defines and describes the QMS and its scope
- Quality Policy, aligned with the supplier's strategic direction (documented information)
- Quality Objectives (documented information)
- Control of documented information (both maintain and retain documented information)
- Internal audit procedure (documented information)
- Control of nonconforming outputs (documented information)
- Nonconformity and Corrective action procedure (documented information)
- The *Contractor's* quality management system is subject to the acceptance by the *Employer*.
- The *Contractor* ensures that any sub-contractor (if applicable) employed by him has and implements a Quality Management System to meet the quality assurance requirements of the *Employer*.
- The *Employer* reserves the right to at any time audit and/or monitors the control between the *Contractor* and subcontractor (if applicable), as well as the performance of the *Contractor's* subcontractor. Such audits are done by prior notification and in liaison with the *Contractor*.

- The *Contractor* ensures that his staff and subcontractors are conversant with the content of the *services* as defined by the Service Information, quality control plans / work plans and work instructions.

4. Procurement

The *Contractor* shall procure all goods, materials, and subcontracted services necessary to deliver the fire extinguisher maintenance service in accordance with the Service Information and the *Employer's* requirements.

4.1 People

4.1.1 Minimum requirements of people employed

The *Contractor* shall ensure that all personnel employed in the delivery of the service are qualified and competent to perform the services. Evidence of qualifications, experience and competence to be available when requested by the *Service Manager*.

4.1.2 BBEE and preferencing scheme

The *Contractor* shall:

Maintain and or improve B-BBEE Recognition Level for the duration of the Agreement.

Provide NTCSA with a valid Verification Certificate and such other information as NTCSA may reasonably request, in respect of which the Contractor claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For the purpose of this clause "verification Certificate" means a verification certificate and the accompanying documentary proof confirming the B-BBEE Status of a particular entity as issued by an accredited verification agency.

4.2 Subcontracting – N/A

4.3 Plant and Materials

The Contractor shall provide, manage, and maintain all plant and materials necessary to perform the service in accordance with the Service Information and applicable regulations.

4.3.1 Specifications

Plant and Materials are defined as items intended to be incorporated into the Affected Property. This includes:

- Replacement of worn or defective components
- Routine replacement as part of preventative maintenance
- Supply of spare parts required to maintain operational readiness

Contractor to ensure that all Plant and Materials shall conform to the technical specifications provided by the *Employer* or relevant regulatory standards (e.g., SANS 1475).

Where specifications are not explicitly stated, the *Contractor* shall ensure that all items are:

- Fit for purpose
- Safe for use
- Compatible with existing systems
- Durable under expected environmental and operational conditions

4.3.2 Correction of defects

When defective Plant and Materials are identified during service delivery, the following constraints shall apply:

a) Assessment and Classification

The *Contractor* shall assess the defect and classify it as:

- **Minor:** Cosmetic or non-functional damage that does not compromise safety or performance.
- **Functional:** Damage that affects operation but may be repairable.
- **Critical:** Damage that compromises safety, compliance, or reliability.

b) Repair vs. Replacement

- **Minor defects** may be repaired or refurbished if:
 - The item remains compliant with applicable standards (e.g., SANS 1475)
 - The repair does not compromise safety or warranty
- **Functional defects** may be repaired only if:
 - The repair method is approved by the *Service Manager*
 - The item passes post-repair inspection and testing
- **Critical defects** must be resolved by full replacement with a new item that meets the original specification or approved equivalent.

c) Approval and Documentation

- All repairs must be documented in the Service Damage Log and approved by *the Service Manager* prior to reuse.
- Replaced items must be recorded in the Asset Register with updated serial numbers and warranty details.
- Disposal of defective items must follow environmental and safety regulations, with certificates provided where applicable.

4.3.3 Contractor's procurement of Plant and Materials

The Contractor shall ensure that all Plant and Materials intended for incorporation into the Affected Property are procured, transported, and stored in accordance with the following constraints:

a) Ordering and Codification

- All items shall be ordered using a standardized codification system that aligns with the Employer's asset register and maintenance tracking protocols.
- Each item must be uniquely identifiable by part number, serial number, or batch code.
- Procurement records shall include supplier details, warranty terms, and compliance certificates.
-

b) Expediting and Freight

- The Contractor shall expedite orders to meet service timelines and avoid delays in installation or replacement.
- Freight arrangements must ensure safe handling and protection of items during transit.
- Any delays or disruptions in supply must be reported to the Service Manager immediately via Early Warning Notice.
-

c) Importation (if applicable)

- Imported items must comply with South African customs regulations and relevant fire safety standards (e.g., SANS, ISO).

- The *Contractor* shall be responsible for all import duties, documentation, and clearance procedures unless otherwise agreed.

d) Transport to the Affected Property

- Transport must be scheduled to minimize disruption to the *Employer's* operations.
- Items must be delivered to designated receiving areas and inspected prior to acceptance.
- The *Contractor* shall coordinate with site representatives for access and offloading.

e) Storage Before Installation

- Materials shall be stored in secure, weather-protected conditions that prevent damage, degradation, or contamination.
- Storage areas must be clearly marked and comply with health and safety regulations.
- Items must be segregated by type, status (new, used, defective), and installation priority.

f) Warranties

- The *Contractor* shall ensure that warranties from suppliers are issued in favour of the *Employer*
- Warranty documentation must be submitted to the Service Manager and recorded in the Asset Register.
- Minimum warranty period: **12 months** from date of installation unless otherwise specified by the *Service Manager*.

4.3.4 Tests and inspections before delivery – if applicable

Plant and Materials shall be inspected and/or tested by the *Contractor* prior to delivery to the affected Property to ensure compliance with technical specifications, fitness for purpose, and regulatory standards

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

The following Plant and Materials shall be provided by the Employer for use in the delivery of the fire extinguisher maintenance service:

a) List of Employer-Supplied Items

- Fire extinguishers for initial installation at new sites
- Custom signage or branding elements
- Asset tags or barcoding systems for integration with Employer's asset register
- Spare parts held in Employer inventory (e.g., brackets, cabinets, discharge hoses)

b) Collection and Delivery Arrangements

- Items may be:
 - **Collected by the Contractor** from designated *Employer* site, as instructed by the *Service Manager*
- The *Contractor* shall coordinate with the *Service Manager* to schedule collections or receive deliveries.

c) Offloading and Inspection

The Contractor shall:

- Offload items safely and in accordance with site procedures
- Inspect all items upon receipt for damage, completeness, and conformity to specification
- Report any discrepancies or defects to the *Service Manager* within 2 working days

4.3.6 Cataloguing requirements by the *Contractor* – *N/A*

5. Working on the Affected Property

5.1 Employer's site entry and security control, permits, and site regulations

National Transmission Company (Northern Cape substations and depots)

NORTHERN CAPE

All the NTCSA Northern Cape substations & offices not limited to the below mentioned substations.

AGGENES	ARIES	FERRUM
GARONA	GROEIPUNT	GROMIS
HYDRA	LEWENSAAR	NAMA
NIEUWEHOOP	OLIEN	ORANJEMOND
PAULPUTS	UPINGTON	

The *Contractor's* staff entering the premises must sign in at Reception and must obtain a *Contractor's* permit, which must be returned to Reception at the end of the working day.

The *Employer* may hand over keys to ensure access to certain areas by cleaning staff. The *Contractor* will be required to complete a "Key Register" signing keys in and out, and hand keys back when so requested to do so by the *Employer*.

5.2 People restrictions, hours of work, conduct and records

Work will be performed during normal Eskom working hours, this being 07h45 – 16h30. Any specific arrangements around start/end times (as long as it constitutes an eight-hour working day) may be negotiated with the responsible *Employer's agent* or his/her delegate. Any work that may require working outside of the stipulated hours above must be properly motivated by the *Contractor*, and negotiated with the *Employer* in advance. Arrangements outside these times must be agreed in writing with property owners - copies and originals must be sent to the Service Manager and Eskom *Supervisor* and also made readily available on site.

It is very important that the *Contractor* keeps records of his people on Site, which the *Service Manager* or *Supervisor* have access to at any time. These records may be needed when assessing compensation events.

5.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

5.4 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* is to make all the necessary prior arrangements with Security for all access requirements to the substations and depots. Failure to do this will result in access to site delays.

The Contractor will be held liable for delays caused where negotiated conditions for access are not met.

The Contractor will need to attend induction with respect to access.

5.6 Records of *Contractor's* Equipment

The *Contractor* is responsible for his own insurance of his equipment. The *Contractor* to take stock of his material and equipment on a regular basis and any shortage to be reported to the *Service Manager* immediately.

5.7 Equipment provided by the *Employer*

None unless stated otherwise at the different sites. All equipment to be provided the Contractor

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Ablution facilities, electricity and water will be provided by *Employer*.

5.8.2 Provided by the *Contractor* – N/A

5.8.3 Control of noise, dust, water and waste

Noise levels near working personnel to be kept to a minimum and negotiated with personnel.

5.8.4 Hook ups to existing works – N/A

5.9 Tests and inspections

5.9.1 Description of tests and inspections

When the *Contractor* notifies the *Service Manager* that work under a Task Order is complete:

- The NTCSA Supervisor or a person delegated by the Supervisor carries out an inspection of the completed work.
- The inspection is conducted with reference to the Scope of Work and the Task Order issued.
- If the Supervisor or delegate determines that the work is complete and in accordance with the Task Order:
 - The Supervisor signs the Scope of Work and the *Contractor's* invoice.
 - The *Contractor* submits the signed Scope of Work and invoice to the *Service Manager* for review and payment assessment.

If the Supervisor or delegate determines that the work is incomplete or not in accordance with the Task Order:

- The Supervisor or delegate informs the *Service Manager*.
- The *Service Manager* may instruct the *Contractor* to correct the work and resubmit for inspection.

5.9.2 Materials facilities and samples for tests and inspections – N/A

6. List of drawings – N/A