

NEC3 Term Service Contract (TSC3)

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

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

**Repair, Service and Testing of Various Machines
(Lines & Servitudes) for NTCSA Central Grid on a ‘as
and when’ required basis for a period of 24 months**

	No of pages
Agreements & Contract Data	[•]
Pricing Data	[•]
Scope of Work	[•]

[Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

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:

REPAIR, SERVICE AND TESTING OF VARIOUS MACHINES (LINES & SERVITUDES) FOR NTCSA CENTRAL GRID ON A 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 24 MONTHS

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

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

Options A	The offered total of the Prices exclusive of VAT is	RATES ONLY
	Value Added Tax @ 15% is	RATES ONLY
	The offered total of the amount due inclusive of VAT is ¹	RATES ONLY
	(in words) Rates Only	

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*.

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

Senior Manager – Central Grid

**for the
Employer**

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the *Employer*

Signature _____

Name _____

Capacity _____

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

Name & signature of witness _____

Date _____

Senior Manager – Central Grid

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

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	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.	011 800 8111
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	TBC
	Address	Corner Power & Lake Street, Eskom Simmerpan Complex, Germiston
	Tel	TBC
	e-mail	TBC
11.2(2)	The Affected Property is	Items listed in Part C of this Contract document
11.2(13)	The <i>service</i> is	Repair and Calibration of Various Machines for

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

		Lines and Servitudes
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Poor quality maintenance might lead to return jobs. • NTCSA will not be liable for return jobs. • Failure to meet lead times. • Cost overrun due to scope changes. • NTCSA can incur charges for machinery that are irreparable. • NTCSA might spend more for repairs as compared to replacement. • Competency of the operator. • Calibration machine being out of range can cause damage to the equipment.
		The above will be included in the Risk Register
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	5 working days (excluding weekends and public holidays) except for health and safety matters which require immediate intervention.
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	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	The date of the last signature on this document
30.1	The <i>service period</i> is	24 months from the Contract Date
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	between the 25 th 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	4 weeks.
51.4	The <i>interest rate</i> is	Zero percent (0%) above 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

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	<ul style="list-style-type: none"> Additional charges from service provider for quotation purposes
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	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).
	Address	TBC
	Tel No.	TBC
	Fax No.	TBC
	e-mail	TBC
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	South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	A month before the tender closing date. CPA will be applicable to the agreement within a period of sixteen (16) months from the base date.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.15	non-adjustable	
1.00				
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Will be issued with the task order. R 700 per day for work not executed as per scope of work and instruction.		
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	the amount of the deductibles relevant to the event		

	damage to the <i>Employer's</i> property is limited to	
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	3 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 *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	<u>Loss of or damage to property</u> The replacement cost <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:	

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

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 <i>price list</i> is in _____	
11.2(19)	The tendered total of the Prices is	R _____

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>	[•]

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*

Item	Machine or Equipment Name	Bill Description	Machine Scope	Unit	Quantity	Rate
1.1.1		Calibration and Repairs (Rate to Include All Spares, Labour, equipment etc) _Contractor/Supplier to provide rate/price breakdown Labour, Equipment and Spares)				
1.1.2	Hydraulic crimping machine	<u>Diameter 200, Height 350mm, Ram Stroke - 22mm, Force at die face: 980 kN, Oil Volume required: 314cc</u>	-			
		-	-			
		<u>Items to repairs but not limited to the following (Contractor or supplier to add any items that may have been omitted</u>	-			
		a) Relay Switches	Repair Only	Sum	1	R -
		b) Crimping Dies		Sum	1	R -
		c) Hydraulic Hoses		Sum	1	R

						-
		d) Pressure Plates		Sum	1	R -
		e) Electric Pumps		Sum	1	R -
		f) Micrometres		Sum	1	R -
		g) Relay Switches		Sum	1	R -
		h) Hydraulic oil		Sum	1	R -
		i) Starter switch		Sum	1	R -
		j) Starter pull cord		Sum	1	R -
		k) Other (Contractor to specify)		Sum	1	R -
		l) Inspection of the machine before repairs		Sum	1	R -
						R -
1.1.3	Hydraulic crimper hoses	<u>3/8" X 20 FT 10,000 PSI</u> <u>HYDRAULIC JACK HOSE OTC ENERPAC</u>	-			

		<u>MALE & FEMALE COUPLER</u>				
		<u>Items to repairs but not limited to the following (Contractor or supplier to add any items that may have been omitted)</u>				
		a) O-Rings and Seals.	Repair Only	Sum	1	R -
		b) Protective Sleeves		Sum	1	R -
		c) Hydraulic Fluid		Sum	1	R -
		e) Other (Contractor to specify)		Sum	1	R -
		f) Inspection of the machine before repairs		Sum	1	R -
						R -
1.1.4	Hydraulic conductor cutter	<u>Working pressure of 700 bar max TC series, 50 mm conductor, 331 mm crimping force (kN) 112 mm</u>				
		<u>Items to repairs but not limited to the following (Contractor or supplier to add any items that may have been omitted)</u>				

		a) Cutting Blades	Repair Only	Sum	1	R -
		b) Hydraulic Seals		Sum	1	R -
		c) Hydraulic Hoses		Sum	1	R -
		d) Pressure Gauges		Sum	1	R -
		e) Couplings and Fittings		Sum	1	R -
		f) O-Rings		Sum	1	R -
		g) Other (Contractor to specify)		Sum	1	R -
		h) Inspection of the machine before repairs		Sum	1	R -
						R -
1.1.5	Liver hoist 1.5T - 6T	<u>Liver hoist 1.5T - 6T</u>	-			
		-	-			
		<u>Items to repairs but not limited to the following (Contractor or supplier to add any items that may have been omitted)</u>	-			

		a) Load Chain	Repair Only	Sum	1	R -
		b) Hooks		Sum	1	R -
		c) Brake System		Sum	1	R -
		d) Gears and Bearings		Sum	1	R -
		e) Lever Handle		Sum	1	R -
		f) Safety Latches		Sum	1	R -
		g) Chain Guide and Sprockets		Sum	1	R -
		h) Other (Contractor to specify)		Sum	1	R -
		i) Inspection of the machine before repairs		Sum	1	R -
						R -
1.1.6	Unleaded generators	<u>16kVA, noise Level (7), no-load 72dB, rated power factor 0.8, Engine Type=twin cylinder air cooled petrol</u>	—			

		<u>Items to repairs but not limited to the following (Contractor or supplier to add any items that may have been omitted)</u>				
		a) Air Filter	Repair Only	Sum	1	R -
		b) Spark Plug		Sum	1	R -
		c) Fuel Filter		Sum	1	R -
		d) Oil Filter		Sum	1	R -
		e) Battery		Sum	1	R -
		f) Carburettor		Sum	1	R -
		g) Exhaust System		Sum	1	R -
		h) Control Panel		Sum	1	R -
		i) Recoil pull starter		Sum	1	R -

		j) On/off selector switch		Sum	1	R -
		k) Other (Contractor to specify)		Sum	1	R -
		l) Inspection of the machine before repairs		Sum	1	R -
						R -
1.1.7	Magnetic drilling machine	<u>230v/50Hz, 1.8 KW (2.4 HP) power output, 75mm max cutting diameter, 260-460 RPM no-load speed, MT3 chuck</u>	-			
		-	-			
		<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been omitted</u>	-			
		a) Cutting Tools (Annular Cutters)	Repair Only	Sum	1	R -
		b) Magnetic Base		Sum	1	R -
		c) Motor Brushes		Sum	1	R -
		d) Gearbox		Sum	1	R

						-
		e) Coolant System		Sum	1	R -
		f) Control Switches		Sum	1	R -
		g) Feed Handles and Knobs		Sum	1	R -
		h) Other (Contractor to specify)		Sum	1	R -
		i) Inspection of the machine before repairs		Sum	1	R -
						R -
1.1.8	Hydraulic swage bolt machine	<u>Hoffman HP78 Diesel Engen, 12 volts DC Trigger Operated pump capacity 5.4min at 3000rpm</u>	-			
		-	-			
		<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been omitted</u>	-			
		a) Swaging Dies	Repair Only	Sum	1	R -

		b) Hydraulic Seals		Sum	1	R -
		c) Hydraulic Hoses		Sum	1	R -
		d) Pressure Gauges		Sum	1	R -
		e) Couplings and Fittings		Sum	1	R -
		f) O-Rings		Sum	1	R -
		g) Gun nipples		Sum	1	R -
		h) Battery		Sum	1	R -
		i) Fuse		Sum	1	R -
		j) Hydraulic oil		Sum	1	R -
		k) Axel		Sum	1	R -
		l) Solid wheels		Sum	1	R -

		m) Collect lock		Sum	1	R -
		n) Jaws		Sum	1	R -
		o) Flexinol		Sum	1	R -
		p) Electrical wiring		Sum	1	R -
		q) Spider		Sum	1	R -
		r) Release/ejector		Sum	1	R -
		s) Other (Contractor to specify)		Sum	1	R -
		u) Inspection of the machine before repairs		Sum	1	R -
						R -
1.1.9	Hydraulic swage bolt machine hoses	<u>12.5kg hose and cord kit Hs14 15m length</u>	_			
		<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that</u>	_			

		<u>may have been omitted</u>				
		a) Wear and tear on the outer cover	Repair Only	Sum	1	R -
		b) Fluid Incompatibility		Sum	1	R -
		c) Tube Erosion		Sum	1	R -
		d) Faulty hose couplings		Sum	1	R -
		e) Protective Sleeves		Sum	1	R -
		f) Other (Contractor to specify)		Sum	1	R -
		g) Inspection of the machine before repairs		Sum	1	R -
						R -
1.1.10	Hydraulic swage bolt punching nose	<u>T104 hydraulic installation tool for pins & collars (pistol & cylinder)</u>	-			
		-	-			

	assembly	<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been omitted)</u>				
		a) Punching Dies	Repair Only	Sum	1	R -
		b) Hydraulic Seals		Sum	1	R -
		c) Hydraulic Hoses		Sum	1	R -
		d) Pressure Gauges		Sum	1	R -
		f) Other (Contractor to specify)		Sum	1	R -
		g) Couplings and Fittings		Sum	1	R -
		h) O-Rings		Sum	1	R -
		i) Other (Contractor to specify)		Sum	1	R -
		j) Inspection of the machine before repairs		Sum	1	R -

						R -
1.1.11	Drill Machine	<u>800w Impact Drill (POWP2030)</u>	—			
		—	—			
		<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been omitted)</u>	—			
		a) Chuck/Arbor and Chuck key	Repair Only	Sum	1	R -
		b) Motor Brushes		Sum	1	R -
		c) Power Cord		Sum	1	R -
		d) Bearings		Sum	1	R -
		e) Switches		Sum	1	R -
		f) Gearbox		Sum	1	R -
		g) Drill Bit		Sum	1	R -
		h) Other (Contractor to		Sum	1	R

		specify)				-
		i) Inspection of the machine before repairs		Sum	1	R -
						R -
		<u>2200W,230mm (SGRIND-230)</u>	-			
		-	-			
		<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been omitted)</u>	-			
		a) Grinding Wheels		Sum	1	R -
		b) Spindles		Sum	1	R -
		c) Bearings		Sum	1	R -
		d) Belts and Pulleys		Sum	1	R -
		e) Coolant System		Sum	1	R -
		f) Control Switches		Sum	1	R -

		g) Dust Collection System		Sum	1	R -
		h) Carbon Brushes		Sum	1	R -
		i) Other (Contractor to specify)		Sum	1	R -
		j) Inspection of the machine before repairs		Sum	1	R -
						R -
1.1.13	Brush cutters	<u>Petrol d7: d22w/2.2hp7.7kg</u>	—			
		—	—			
		<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been omitted</u>	—			
		a) Air Filter	Repair Only	Sum	1	R -
		b) Spark Plug		Sum	1	R -
		c) Trimmer Head and Line		Sum	1	R -
		d) Fuel Filter		Sum	1	R

						-
		e) Blades		Sum	1	R -
		f) Primer Bulb		Sum	1	R -
		g) Throttle and Control Cables		Sum	1	R -
		h) Other (Contractor to specify)		Sum	1	R -
		i) Inspection of the machine before repairs		Sum	1	R -
						R -
1.1.14	Chainsaw	<u>Cylinder displacement=27 - 40.9cm³ weight (excl. Cutting equipment) =2.7- 4.4 kg</u> <u>power output= 1.1 - 1.8 kw</u> <u>recommended bar length, max=12-18inch</u>	-			
		-	-			
		<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been omitted</u>	-			

		a) Chain	Repair Only	Sum	1	R -
		b) Guide Bar		Sum	1	R -
		c) Air Filter		Sum	1	R -
		d) Spark Plug		Sum	1	R -
		e) Fuel Filter		Sum	1	R -
		f) Oil Filter		Sum	1	R -
		g) Carburettor		Sum	1	R -
		h) Recoil Starter		Sum	1	R -
		i) Chain Tensioner		Sum	1	R -
		j) Anti-Vibration Mounts		Sum	1	R -
		k) Other (Contractor to specify)		Sum	1	R -

		1) Inspection of the machine before repairs		Sum	1	R -
						R -
1.1.15	Earth Resistance Tester	<u>Low frequency tower footing impedance meters with flexible current sensors</u>	-			
		-	-			
		<u>Items to repares but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been ommited</u>	-			
		a) Test Leads	Repair and Calibrations As per Manufacture's specification	Sum	1	R -
		b) Auxiliary Earth Bars		Sum	1	R -
		c) Batteries		Sum	1	R -
		d) Display Screen		Sum	1	R -
		e) Control Buttons		Sum	1	R -
		f) Protective Holster		Sum	1	R

						-
		g) Other (Contractor to specify)		Sum	1	R -
		h) Inspection of the machine before repairs		Sum	1	R -
						R -
		<u>Tester: microhmmeter;100-265 v;50/60 hz</u>	-			
		-	-			
		<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been omitted</u>	-			
1.1.16	High Voltage Earth Leads Tester	a) Test Leads		Sum	1	R -
		b) Kelvin Probes	Repair and Calibrations	Sum	1	R -
		c) Power Adapters	As per Manufacture's specification	Sum	1	R -
		d) Display Screen		Sum	1	R -
		e) Control Buttons		Sum	1	R

						-
		f) Internal Batteries		Sum	1	R -
		g) Other (Contractor to specify)		Sum	1	R -
		h) Inspection of the machine before repairs		Sum	1	R -
						R -
1.1.17	Voltage Detector	<u>Multirange Voltage detector</u>	-			
		-	-			
		<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been omitted)</u>	-			
		a) All defective components	Repair and Calibrations As per Manufacture's specification	Sum	1	R -
						R -
1.1.18	Hot Stick Tester	<u>Wet/Dry hot stick tester 230Volts</u>	-			
		-	-			

		<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been omitted)</u>				
		a) Test Leads	Repair and Calibrations As per Manufacture's specification	Sum	1	R -
		b) Batteries		Sum	1	R -
		c) Display Screen		Sum	1	R -
		d) Control Buttons		Sum	1	R -
		e) Protective Holster		Sum	1	R -
		f) Other (Contractor to specify)		Sum	1	R -
		g) Inspection of the machine before repairs		Sum	1	R -
						R -
1.1.19	Super Ruler	<u>Height meter</u>				

		<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been omitted)</u>	—			
		a) Measurement Markings	Repair and Calibrations As per Manufacture's specification	Sum	1	R —
		b) Protective Coating		Sum	1	R —
		c) Edges		Sum	1	R —
		d) Non-Slip Pads		Sum	1	R —
		e) Other (Contractor to specify)		Sum	1	R —
		f) Inspection of the machine before repairs		Sum	1	R —
						R —
1.1.20	Dynamometer	<u>Dynamometer: electronic;0-6.5 t; battery</u>	—			
		—	—			
		<u>Items to repairs but not limited to the following Rates to included all required such as</u>	—			

		<u>spare etc. (Contractor or supplier to add any items that may have been omitted)</u>				
		a) Load Cells	Repair and Calibrations As per Manufacture's specification	Sum	1	R -
		b) Sensors		Sum	1	R -
		c) Bearings		Sum	1	R -
		d) Cooling System		Sum	1	R -
		e) Control Electronics		Sum	1	R -
		f) Drive Belts and Pulleys		Sum	1	R -
		g) Data Acquisition System		Sum	1	R -
		h) Non-Slip Pads		Sum	1	R -
		i) Other (Contractor to specify)		Sum	1	R -
		j) Inspection of the machine		Sum	1	R

		before repairs				-
						R -
1.1.21	Camera	<u>Camera dgtl:8 gb;2x/4x zoom capability</u>	-			
		-	-			
		<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been omitted</u>	-			
		a) Lens and Lens Mount	Repair and Calibrations As per Manufacture's specification	Sum	1	R -
		b) Sensor		Sum	1	R -
		c) Shutter Mechanism		Sum	1	R -
		d) Viewfinder		Sum	1	R -
		e) Buttons and Dials		Sum	1	R -
		f) Battery Compartment		Sum	1	R -
		g) Ports and Connectors		Sum	1	R

						-
		h) Firmware Updates		Sum	1	R
		i) Other (Contractor to specify)		Sum	1	-
		j) Inspection of the machine before repairs		Sum	1	R
						-
		<u>Stabilizer: type: image; size: wd 152 x lg 193 x ht 81 mm</u>	-			
		<u>Items to repairs but not limited to the following Rates to included all required such as spare etc. (Contractor or supplier to add any items that may have been omitted</u>	-			
1.1.22	Binoculars	a) Stabilization System	Repair and Calibrations	Sum	1	R
		b) Optics	As per	Sum	1	-
		c) Focusing Mechanism	Manufacture's specification	Sum	1	R
		d) Battery and Power System		Sum	1	-

						-
		e) Housing and Seals		Sum	1	R -
		f) Buttons and Controls		Sum	1	R -
		g) Other (Contractor to specify)		Sum	1	R -
		h) Inspection of the machine before repairs		Sum	1	R -
						R -

PART 3: SCOPE OF WORK

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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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Part 3: Scope of Work

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C3.1: Employer's service Information

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Description of the service

Executive overview

Various activities are carried out within the Lines and Servitudes department in order to achieve it's departmental outputs. These activities are generally mechanical in nature and thus require the use of various machines.

With the frequent use of various machinery, it is found that these machines require regular maintenance and repairs in order to keep them functioning optimally and extend the lifespan of each respective machine. Together with the use of various machinery, equipment and other items used within the depart need to ensure that they are calibrated accordingly to ensure that results obtained

Employer's requirements for the service

ITEM NAME	ITEM SHORT DISCRIPTION	CALIBRATION FREQUENCY	ITEMS TO BE REPAIRED	ITEMS TO BE SERVICED (Items to be serviced include but not limited to the lists below)
Hydraulic crimping machine	Diameter 200, Height 350mm, Ram Stroke – 22mm, Force at die face: 980 kN, Oil Volume required: 314cc	N/A	All possible defective components	a) Relay Switches b) Crimping Dies c) Hydraulic Hoses d) Pressure Plates e) Electric Pumps f) Micrometres g) Relay Switches h) Hydraulic oil i) Starter switch j) Starter pull cord
Hydraulic crimper hoses	3/8" X 20 FT 10,000 PSI HYDRAULIC JACK HOSE OTC ENERPAC MALE & FEMALE COUPLER	N/A	All possible defective components	a) O-Rings and Seals. b) Protective Sleeves c) Hydraulic Fluid
Hydraulic conductor cutter	Working pressure of 700 bar max TC series, 50 mm conductor, 331 mm crimping force (kN) 112 mm	N/A	All possible defective components	a) Cutting Blades b) Hydraulic Seals c) Hydraulic Hoses d) Pressure Gauges e) Couplings and Fittings f) O-Rings
Liver hoist 1.5T - 6T	Liver hoist 1.5T - 6T	N/A	All possible defective components	a) Load Chain b) Hooks c) Brake System d) Gears and Bearings e) Lever Handle

				f) Safety Latches g) Chain Guide and Sprockets
Unleaded generators	16kVA, noise Level (7), no-load 72dB, rated power factor 0.8, Engine Type=twin cylinder air cooled petrol	N/A	All possible defective components	a) Air Filter b) Spark Plug c) Fuel Filter d) Oil Filter e) Battery f) Carburettor g) Exhaust System h) Control Panel i) Recoil pull starter j) On/off selector switch
Magnetic drilling machine	230v/50Hz, 1.8 KW (2.4 HP) power output, 75mm max cutting diameter, 260-460 RPM no-load speed, MT3 chuck	N/A	All possible defective components	a) Cutting Tools (Annular Cutters) b) Magnetic Base c) Motor Brushes d) Gearbox e) Coolant System f) Control Switches g) Feed Handles and Knobs
Hydraulic swage bolt machine	Hoffman HP78 Diesel Engen, 12 volts DC Trigger Operated pump capacity 5.4min at 3000rpm	N/A	All possible defective components	a) Swaging Dies b) Hydraulic Seals c) Hydraulic Hoses d) Pressure Gauges e) Couplings and Fittings f) O-Rings g) Gun nipples h) Battery i) Fuse j) Hydraulic oil k) Axel l) Solid wheels m) Collect lock n) Jaws o) Flexinol p) Electrical wiring q) Spider r) Release/ejector
Hydraulic swage bolt machine hoses	12.5kg hose and 15m length Hs14 cord kit	N/A	All possible defective components	a) Wear and tear on the outer cover b) Fluid Incompatibility c) Tube Erosion d) Faulty hose couplings e) Protective Sleeves

Hydraulic swage bolt punching nose assembly	T104 hydraulic installation tool for pins & collars (pistol & cylinder)	N/A	All possible defective components	a) Punching Dies b) Hydraulic Seals c) Hydraulic Hoses d) Pressure Gauges e) Couplings and Fittings f) O-Rings
Drill Machine	800w Impact Drill (POWP2030)	N/A	All possible defective components	a) Chuck/Arbor and Chuck key b) Motor Brushes c) Power Cord d) Bearings e) Switches f) Gearbox g) Drill Bit
Industrial grinder	2200W,230mm (SGRIND-230)	N/A	All possible defective components	a) Grinding Wheels b) Spindles c) Bearings d) Belts and Pulleys e) Coolant System f) Control Switches g) Dust Collection System h) Carbon Brushes
Brush cutters	Petrol d7: d22w/2.2hp7.7kg	N/A	All possible defective components	a) Air Filter b) Spark Plug c) Trimmer Head and Line d) Fuel Filter e) Blades f) Primer Bulb g) Throttle and Control Cables
Chainsaw	Cylinder displacement=27-40.9cm ³ power output= 1.1 - 1.8 kw recommended bar length, max=12-18inch weight (excl. Cutting equipment) =2.7- 4.4 kg	N/A	All possible defective components	a) Chain b) Guide Bar c) Air Filter d) Spark Plug e) Fuel Filter f) Oil Filter g) Carburettor h) Recoil Starter i) Chain Tensioner j) Anti-Vibration Mount

Earth Resistance Tester	Low frequency tower footing impedance meters with flexible current sensors	As per manufacture's specification	All possible defective components	a) Test Leads b) Auxiliary Earth Bars c) Batteries d) Display Screen e) Control Buttons f) Protective Holster
High Voltage Earth Leads Tester	Tester: microhmmeter;100-265 v;50/60 Hertz	As per manufacture's specification	All defective components	a) Test Leads b) Kelvin Probes c) Power Adapters d) Display Screen e) Control Buttons f) Internal Batteries
Voltage Detector	Multirange Voltage detector	As per manufacture's specification	All defective components	All defective components
Hot Stick Tester	Wet/Dry hot stick tester 230Volts	As per manufacture's specification	All defective components	a) Test Leads b) Batteries c) Display Screen d) Control Buttons e) Protective Holster
Super Ruler	Height meter	As per manufacture's specification	All defective components	a) Measurement Markings b) Protective Coating c) Edges d) Non-Slip Pads
Dynamometer	Dynamometer: electronic. 0-6.5t; battery	As per manufacture's specification	All defective components	a) Load Cells b) Sensors c) Bearings d) Cooling System e) Control Electronics f) Drive Belts and Pulleys g) Data Acquisition System
Camera	Camera dgtl:8 gb;2x/4x zoom capability	As per manufacture's specification	All defective components	a) Lens and Lens Mount b) Sensor c) Shutter Mechanism d) Viewfinder e) Buttons and Dials f) Battery Compartment

				<div>g) Ports and Connectors</div> <div>h) Firmware Updates</div>
Binoculars	Stabilizer: type: image; size: w 152 x lg193 x h 81 mm	As per manufacture's specification	All defective components	<div>a) Stabilization System</div> <div>b) Optics</div> <div>c) Focusing Mechanism</div> <div>d) Battery and Power System</div> <div>e) Housing and Seals</div> <div>f) Buttons and Controls</div>

Technical Evaluation Criteria

(If no data sheet is supplied or scoring below 85 points will be regarded as technically non-compliant)

Note: All repairs need to be done with Original Equipment Manufactured parts.

Nr	Criteria	Weighting (%)	Returnable with the Tender Yes / No / compliance	Score
	CALIBRATION OF TESTING EQUIPMENT AND REPAIRS			
	Mandatory			
1	Proof of accreditation with SANAS in accordance with SABS ISO/IEC 17025 if the service is outsourced proof from the service provider for above is required	25	Yes – 25 No – 0 (If Contractor or Supplier cannot provide proof of accreditation it will be scored zero and automatically fail the technical requirements)	
	Other Requirements			
1	Contractor to provide proof of experience and expertise (Relevant experience, expertise and track record in similar projects) such as completion certificate, Purchase Order or Contracts within the past 5 years	40	3 Years or more – 40 1-2 years – 20 No experience - 0	
3	Technical capabilities (Latest technological certification or accreditation on Power tools)	30	Yes – 30 No - 0	
4	Proof of address or establishment workshop where repairs/calibrations will be carried out.	5	Yes – 5 No - 0	
	Total Score	100		
	Threshold	85		

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
SANAS	South African National Accreditation System
SABS	South African Bureau of Standards
ISO	International Organization for Standardization
ISO/IEC 17025	International Standard for competence of testing and calibration laboratories
Kg	kilogram
kW	kilowatts
mm	millimetres
W	Watts
kVA	Kilo Volt Amperes
DC	Direct current
rpm	Revolutions per minute
cc	Cubic capacity

Management strategy and start up.

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

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	TBC	TBC	<i>Employer, Contractor</i> and their representatives
Overall contract progress and feedback	TBC	TBC	<i>Employer, Contractor</i> and their representatives

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 *Contractor's* staff will ensure that they restrict their movements on the *Employer'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 an up-to-date company organogram and proof of relevant training to perform the service.

NB: At National Key Point sites vetting of all employees is a requirement.

Documentation control

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

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per NTCSA SOC Limited Standards. Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC3 template and urgent *Contractor* meetings can be in the form of SMS. The use of SMS's, emails does not override the use of applicable and relevant NEC3 standard templates, forms, and both NTCSA and Eskom Holdings SOC Limited procedures.

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

and 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;
- Goods Receipt Number (GRN)

Electronic submission of invoices via e-mail: Invoicesntcsalocal@ntcsa.co.za and to the *Service Manager* responsible for the Task Order.

Contract change management

All works shall be done in accordance with National Transmission Company South Africa's policies, standards and design or drawings provided. No deviation from any design or drawing will be accepted, unless requested through the *Service Manager* and approved in writing by the responsible National Transmission Company South Africa's designer.

All drawings to be used are as per the drawing register and statement of works

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

The *Contractor* is to keep proof such as invoices of all costs incurred for a compensation event and submit them to the *Service Manager* if requested.

Insurance provided by the *Employer*

As stipulated in the Contract Data.

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

None

Information and other things

Completion Certificates
Service and Maintenance Logbooks
Data sheets

Management of work done by Task Order

The Task Order shall carry all details of the scope for the Task Order, Prices, the Purchase Order and who the responsible *Service Manager* for the Task Order is.

All work shall be done in terms of Task Orders, as per secondary clause X19, that will be issued by the *Employer* to the *Contractor*. No work may be commenced without a Task Order issued by the *Service Manager* of this contract. No additional work may be done on arrival at sites that is outside the set Task Order scope or work and or quantities authorised.

Notification to be given to the relevant CLN Senior Supervisor and Customer Relations Officer prior to any work being undertaken.

Health and safety, the environment and quality assurance

Health and safety risk management

The *Contractor* shall comply with the health and safety requirements to this Goods Information.

- The *Contractor* complies with the SHE specification for the NTCSA Central Grid.
- The *Contractor* implements a Safety Management Plan (SMP) that complies with the Health and Safety specifications and further uses the OHS Act as a guideline, subject to the *Service Manager's* acceptance.

The *Contractor* as an *Employer* in his own right has duty of care and obligation to ensure that he provides a safe working environment in line to his employees.

No work on site will be allowed to commence before all the access permits and the relevant health and safety files are in place – according to the Eskom standard SHE Requirements 32-726 and 32-727: (Occupational Health and Safety Requirements to be met by National Transmission Company South Africa Employees, Contractors and Sub-Contractors during maintenance and construction work.)

The *Contractor* is to compile the complete Safety File according to Annexure 1 – Audit form in the Eskom Standard SHE Requirements 32-726 and 32-727 Document and submit to NTCSA Services Risk and Safety Department. PLEASE NOTE that only once approval for the Safety File has been granted by NTCSA Services Risk and Safety Department will arrangements for an Inaugural Meeting will be made to start Construction work on Site.

Environmental constraints and management

The requirements will be on waste management e.g. what the *Contractor* is going to do with the equipment that will be redundant – *Contractor* to have a clear waste management plan.

Quality assurance requirements

The *Contractor* shall comply with the Quality criteria and constraints stated in the *Employer's* specification QM58, ISO 9001 and Works Information.

- The *Contractor* complies with the *Employer's* specification QM58.
- The *Contractor's* Quality Management System conforms to International Standard ISO 9001.
- The *Contractor* submits his Quality Management System documents to the *Service Manager* for acceptance as part of the programme to include details of the:

- o Quality Plan for the Works;
 - o Quality policy.
 - o Index of procedures to be used;
 - o Document register; and,
 - o Schedule of internal and external audits for the Works.
- The *Contractor* submits in detail his proposed test and inspection plan to the Supervisor for acceptance before manufacturing and installation start. The *Contractor's* test and inspection plan includes detailed trenching records, witness points and hold points for critical activities.
- Tolerances are covered in the specifications.
- The *Contractor* develops and maintains a comprehensive register of documents that are generated on the contract including all quality related documents. The *Service Manager* indicates those documents to be submitted for information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register indicates the dates of issue of the documents with the *Service Manager* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply (except where stated otherwise) prior to such documents being used by the *Contractor*.
- The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, quality assurance and quality control co-ordination activities to ensure that the Works meet the standards stated in the Works Information. It includes a description of the *Contractor's* test and inspection activities, and check/test sheets. The *Employer's* specification QM58 contains the minimum requirements for the Quality Plan.

Procurement

People

Minimum requirements of people employed

The *Contractor* shall employ personnel for the service in with the laws of the Republic of South Africa and NTCSA's employment requirements on work to be conducted at National Key Points. The *Contractor* shall be vetted by the State Security Agency prior to contract award. Should there be delays in the vetting process, the contract may be awarded conditionally to the vetting process being successfully concluded. Should the vetting process recommend termination of the contract, the contract will accordingly be terminated without any termination costs to NTCSA.

BBBEE and preferencing scheme

Clause Z3 under the Additional conditions of contract in Part one – Contract Data of the Contract document provided by the *Employer* refers.

Supplier Development Localisation & Industrialisation

Supplier Development Localization and Industrialisation (SDL&I) as a poverty alleviation and job creation initiative has identified spending on infrastructure such as power stations construction as a key area for intervention and *Employer* is accordingly required to set local content, black economic empowerment (LBS, BWO, BYO and BPLwD) skills development targets. *Employer* prefers to do business with companies that are more than 50% Black Owned and have achieved Level 1- 3; this includes Black Woman Owned (BWO), Black Youth Owned (BYO), and Black People Living with Disability (BPLwD).

The *Contractor* shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The *Contractor* shall be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract.

Employer has long had a policy in place regarding procurement from black individuals and companies owned and managed by black individuals. In accordance with the publication of The Codes of Good Practice on Black Economic Empowerment issued under Section 9(1) of the Broad Based Black Economic Empowerment Act, 53 of 2003 (the "Codes").

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

All Equipment covered under this contract is listed below and shall be utilised accordingly for the service.
Plant belonging to the *Employer* shall be released from site with the permission of the *Service Manager*.

ITEM NAME	ITEM SHORT DISCRIPTION	CALIBRATION FREQUENCY	ITEMS TO BE REPAIRED	ITEMS TO BE SERVICED (Items to be serviced include but not limited to the lists below)
Hydraulic crimping machine	Diameter 200, Height 350mm, Ram Stroke – 22mm, Force at die face: 980 kN, Oil Volume required: 314cc	N/A	All possible defective components	a) Relay Switches b) Crimping Dies c) Hydraulic Hoses d) Pressure Plates e) Electric Pumps f) Micrometres g) Relay Switches h) Hydraulic oil i) Starter switch j) Starter pull cord
Hydraulic crimper hoses	3/8" X 20 FT 10,000 PSI HYDRAULIC JACK HOSE OTC ENERPAC MALE & FEMALE COUPLER	N/A	All possible defective components	a) O-Rings and Seals. b) Protective Sleeves c) Hydraulic Fluid
Hydraulic conductor cutter	Working pressure of 700 bar max TC series, 50 mm conductor, 331 mm crimping force (kN) 112 mm	N/A	All possible defective components	a) Cutting Blades b) Hydraulic Seals c) Hydraulic Hoses d) Pressure Gauges e) Couplings and Fittings

				f) O-Rings
Lever hoist 1.5T - 6T	Lever hoist 1.5T - 6T	N/A	All possible defective components	a) Load Chain b) Hooks c) Brake System d) Gears and Bearings e) Lever Handle f) Safety Latches g) Chain Guide and Sprockets
Unleaded generators	16kVA, noise Level (7), no-load 72dB, rated power factor 0.8, Engine Type=twin cylinder air cooled petrol	N/A	All possible defective components	a) Air Filter b) Spark Plug c) Fuel Filter d) Oil Filter e) Battery f) Carburettor g) Exhaust System h) Control Panel i) Recoil pull starter j) On/off selector switch
Magnetic drilling machine	230v/50Hz, 1.8 KW (2.4 HP) power output, 75mm max cutting diameter, 260-460 RPM no-load speed, MT3 chuck	N/A	All possible defective components	a) Cutting Tools (Annular Cutters) b) Magnetic Base c) Motor Brushes d) Gearbox e) Coolant System f) Control Switches g) Feed Handles and Knobs
Hydraulic swage bolt machine	Hoffman HP78 Diesel Engen, 12 volts DC Trigger Operated pump capacity 5.4min at 3000rpm	N/A	All possible defective components	a) Swaging Dies b) Hydraulic Seals c) Hydraulic Hoses d) Pressure Gauges e) Couplings and Fittings f) O-Rings g) Gun nipples h) Battery i) Fuse j) Hydraulic oil k) Axel l) Solid wheels m) Collect lock n) Jaws o) Flexinol p) Electrical wiring

				q) Spider r) Release/ejector
Hydraulic swage bolt machine hoses	12.5kg hose and cord kit Hs14 15m length	N/A	All possible defective components	a) Wear and tear on the outer cover b) Fluid Incompatibility c) Tube Erosion d) Faulty hose couplings e) Protective Sleeves
Hydraulic swage bolt punching nose assembly	T104 hydraulic installation tool for pins & collars (pistol & cylinder)	N/A	All possible defective components	a) Punching Dies b) Hydraulic Seals c) Hydraulic Hoses d) Pressure Gauges e) Couplings and Fittings f) O-Rings
Drill Machine	800w Impact Drill (POWP2030)	N/A	All possible defective components	a) Chuck/Arbor and Chuck key b) Motor Brushes c) Power Cord d) Bearings e) Switches f) Gearbox g) Drill Bit
Industrial grinder	2200W,230mm (SGRIND-230)	N/A	All possible defective components	a) Grinding Wheels b) Spindles c) Bearings d) Belts and Pulleys e) Coolant System f) Control Switches g) Dust Collection System h) Carbon Brushes
Brush cutters	etrol d7: d22w/2.2hp 7.7kg	N/A	All possible defective components	a) Air Filter b) Spark Plug c) Trimmer Head and Line d) Fuel Filter e) Blades f) Primer Bulb g) Throttle and Control Cables
Chainsaw	Cylinder displacement=27 - 40.9cm ³ power output= 1.1 - 1.8 kw recommended bar length, max=12-18inch weight (excl. Cutting equipment)=2.7- 4.4 kg	N/A	All possible defective components	a) Chain b) Guide Bar c) Air Filter d) Spark Plug e) Fuel Filter f) Oil Filter g) Carburettor

				h) Recoil Starter i) Chain Tensioner j) Anti-Vibration Mounts
Earth Resistance Tester	Low frequency tower footing impedance meters with flexible current sensors	As per manufacture's specification	All possible defective components	a) Test Leads b) Auxiliary Earth Bars c) Batteries d) Display Screen e) Control Buttons f) Protective Holster
High Voltage Earth Leads Tester	Tester: microhmmer;100-265 v;50/60 hz	As per manufacture's specification	All defective components	a) Test Leads b) Kelvin Probes c) Power Adapters d) Display Screen e) Control Buttons f) Internal Batteries
Voltage Detector	Multirange Voltage detector	As per manufacture's specification	All defective components	All defective components
Hot Stick Tester	Wet/Dry hot stick tester 230Volts	As per manufacture's specification	All defective components	a) Test Leads b) Batteries c) Display Screen d) Control Buttons e) Protective Holster
Super Ruler	Height meter	As per manufacture's specification	All defective components	a) Measurement Markings b) Protective Coating c) Edges d) Non-Slip Pads
Dynamometer	Dynamometer: electronic;0-6.5 t; battery	As per manufacture's specification	All defective components	a) Load Cells b) Sensors c) Bearings d) Cooling System e) Control Electronics f) Drive Belts and Pulleys g) Data Acquisition System
Camera	Camera dgtl:8 gb;2x/4x zoom capability	As per manufacture's specification	All defective components	a) Lens and Lens Mount b) Sensor c) Shutter Mechanism

				d) Viewfinder e) Buttons and Dials f) Battery Compartment g) Ports and Connectors h) Firmware Updates
Binoculars	Stabilizer: type: image; size: wd 152 x lg 193 x ht 81 mm	As per manufacture's specification	All defective components	a) Stabilization System b) Optics c) Focusing Mechanism d) Battery and Power System e) Housing and Seals f) Buttons and Controls

Correction of defects

Defect correction period is:

- 2 weeks is the response time within which the *Contractor* will assess the defect and submit a defect correction plan inclusive of schedule for access purpose
- Emergency occupations/permit to work for critical defects impacting operations
- Any other defects shall be remedied within 1 week, unless evidence can be provided by the *Contractor* substantiating why a particular defect cannot be remedied within a week, upon which the parties will endeavour to agree an alternative defects period for such defects.

Contractor's procurement of Plant and Materials

Local material will be purchased and used for this project

Tests and inspections before delivery

All machinery that the *Contractor* will be servicing, repairing or calibrating will be inspected and tested before delivery and there will be a one month guarantee after date of delivery.

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

None

Cataloguing requirements by the *Contractor*

Not Applicable

Working on the Affected Property

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

To notify and verify with NTCSA as to when delivery will take place. The *Employer* will arrange and confirm an agreed date, time and place for delivery. Goods to be delivered between 08:00 and 15:00 Monday to Thursday, as well as Friday between 08:00 and 13:00. No delivery will be accepted during weekends as well as holidays.

People restrictions, hours of work, conduct and records

Although not anticipated, where the restrictions might be applicable the *Contractor* will be required to comply with these restrictions.

There will strictly be NO movement outside the barricaded area unless escorted by authorized NTCSA Plant personnel.

Health and safety facilities on the Affected Property

NTCSA is committed to Zero Harm and will conduct business with respect and due care in pursuit of the safety of the *Contractor's* Employees, its Employees and the public. All care shall be taken by the *Contractor* for the environment and the public.

The *Contractor* is required to comply with all regulatory prescripts governing the removal, transportation, servicing, maintenance, repairs and calibration of listed equipment.

Environmental controls, fauna & flora

Not Applicable

Cooperating with and obtaining acceptance of Others

Not Applicable

Records of Contractor's Equipment

Not Applicable

Equipment provided by the Employer

Not Applicable

Site services and facilities

Provided by the Employer

- Access
- Water

- Ablution facilities
- Induction of employees

Provided by the Contractor

- PPE to handle equipment
- Vehicles and other facilities to load or offload equipment at *Employer's* premises

Control of noise, dust, water and waste

Not Applicable

Hook ups to existing works

Not Applicable

Tests and inspections

Description of tests and inspections:

- Load tests
- Calibration tests
- Mechanical tests
- Electrical tests
- Visual inspection
- Quality check/inspection

Inspection will be conducted on all works that has been carried out by the *Contractor*.

Materials facilities and samples for tests and inspections

Not Applicable

List of documents

Documents issued by the Employer

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Document number	Revision	Title
559-1704178445	0	NTCSA Annexure T2 OHS Tender Evaluation Template (Medium Risks)
240-154832228	2	Transmission Environmental Management Tender Returnable Document
240-110600836	2	Contractor Environmental Requirements Proforma
240-18100134		Environmental Requirements for Organisations
240-12248652	7	Supplier Quality Management: List of Tender Returnables Documents

240-68099512	9	(Form A) Tender & Contract Quality Requirements for 240-105658000 and Quality Requirements for ISO90001 Standard
240-105658000	3	Supplier Quality Management: Specification (QM 58)
240-109253302	2	Quality Control Plan/Inspection and Test Plan (QCP/ITP)
240-109253698	3	Template for a Typical Contract Quality Plan

T2.2b – Tender Schedules for TSC3

Tender schedules specific to this tender

(Only use Schedules necessary for the applicable conditions of contract and contract specific circumstances.)

Schedules relevant to the Core Clauses.

TSC3-2	First clause 21.2 plan & method statements
TSC3-3	Proposed organisation and key persons CV's
TSC3-4	Quality Plan

Schedules relevant to the Option clauses (only use Schedules for the Options chosen)

TSC3-X1	CPA requirements for secondary Option X1
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Note to document compilers:

Add other Tender Schedules as may be required (for example)

- SHEQ Plan
- *Contractor's* Service Information for his plan

	Clause 21.2 plan & method statements	Tender Schedule T2.2b ECC3-2
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Note to tenderers: Please attach your proposed first plan to this Tender Schedule.

This plan should show:

1. The information required of a plan submitted for acceptance in Clause 21.2
2. Any other requirements for a plan stated in the Service Information.

Tenderer to provide comment here if necessary.

Signed

Date

Name

Position

Tenderer

	Management & CVs of Key Persons	Tender Schedule T2.2b TSC3-3
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Please describe the management arrangements for the *service*.

You are requested to include:

1. An organisation chart showing contract management and persons responsible for work on the Affected Property including the key people you have identified in the Contract Data Part two.
2. CV's for people proposed for all identified posts.
3. Details of the location (and functions) of offices from which the work will be managed.
4. Details of the experience of the staff who will be working on the *service* and with respect to
 - Working with the PSC3 Option chosen for this contract.

If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.

5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

Summary of items attached to this schedule:

Signed

Date

Name

Position

Tenderer

	Quality Plan	Tender Schedule T2.2b TSC3-4
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This Schedule is only used if a Quality Plan has not been specified by the *Employer* in the Service Information.

Note to tenderers: Please append an overview of your proposed quality plan to this Tender Schedule.

If acceptable to the *Employer*, it will be included into the contract as part of the Service Information.

Comment if required.

Signed

Date

Name

Position

Tenderer

	Contract Price adjustment (CPA) requirements	Tender Schedule T2.2b ECC3-X1 / TSC3-X1
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If Secondary Option X1 is included in the *conditions of contract*, and the *Employer* has not completed the data for this Option, the tendering contractor may propose the proportions used to calculate the Price Adjustment Factor, the index which each proportion is to be linked to, the base date used and the organisation preparing the indices.

Complete the data in the right hand column

X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	The month before tender closing date		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.		
		0.		
		0.		
		0.		
		0.		
		0.15h	non-adjustable	
	Total	1.00		

NTCSA always requires a non-adjustable portion.

This Schedule prepared in accordance with NTCSA's Form CPA (General) Rev 4 April 2006 Section B.

Signed

Date

Name

Position

Tenderer