

## NEC3 Term Service

# Short Contract (TSSC3)

A contract between **NTCSA SOC Ltd**  
(Reg No. 2021/539129/30)

and

for **Transportation of a Park Home from Lepini to  
Sisimuka Substation, Including Dismantling and  
Assembling for Central Grid on a once off basis**

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# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### **Transportation of a Park Home from Lepini to Sisimuka Substation, including dismantling and assembling for Central Grid on a once off basis**

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	R[●]
Value Added Tax @ 15% is	R[●]
The offered total of the Prices inclusive of VAT is	R[●]
(in words)	

This Offer may be accepted by the *Employer* by signing the form of Acceptance overleaf 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:

## 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s) Dum Nthongoa

Capacity Senior Manager Central Grid

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

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

## Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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 \_\_\_\_\_

\_\_\_\_\_

Dumi Nthongoa

Senior Manager Central Grid

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

\_\_\_\_\_

\_\_\_\_\_

## C1.2 Contract Data

### Data provided by the *Employer*

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>NTCSA SOC Ltd (reg no: 2021/539129/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	E-mail address	<b>[•]</b>
If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:		
14.5	Name	<b>TBC</b>
	Address	<b>Power and Lake street Simmerpan Germiston</b>
	Tel No.	<b>TBC</b>
	Fax No.	<b>N/A</b>
	E-mail address	<b>TBC</b>
	The authority of the <i>Employer's Agent</i> is	<b>TBC</b>
11.2(5)	The <i>service</i> is	<b>Transportation of a Park Home from Lepini to Sisimuka Substation, including dismantling and assembling for Central Grid.</b>
11.2(6)	The Service Information is in	<b>the document called 'Service Information' in Part 3 of this contract.</b>
30.1	The <i>starting date</i> is.	<b>The date of the last signature of the document</b>
30.1	The <i>service period</i> is.	<b>Once off</b>
13.2	The <i>period for reply</i> is	<b>1 week</b>
50.1	The <i>assessment day</i> is the	<b>After the complete relocation of the parkhome</b>
51.2	The interest rate on late payment is	<b>0%</b>
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>the amount of the deductibles relevant to the event</b>

	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	TBC
	Tel No.	TBC
	Fax No.	TBC
	e-mail	TBC
93.2(2)	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 London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	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	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
<b>The <i>conditions of contract</i> are the NEC3 Term Service Short Contract (April 2013)<sup>12</sup> and the following additional conditions Z1 to Z11 which always apply:</b>		

## **Z1 Cession delegation and assignment**

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

<sup>1</sup> If the previous edition applies change 'April 2013' for 'September 2009'.

<sup>2</sup> State whether attached as a 'PDF' file in terms of NTCSA's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za)

## **Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the service.

## **Z3 Confidentiality**

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* 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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

## **Z4 Waiver and estoppel: Add to clause 12.2:**

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

## **Z5 Health, safety and the environment**

- Z5.1 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*:
- 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 *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.
- Z5.2 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.

**Z6 Provision of a Tax Invoice and interest. Add to clause 50**

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* 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.

**Z7 Notifying compensation events**

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

**Z8 *Employer's* limitation of liability; Add to clause 80.2**

- Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

**Z9 Termination: Add to clause 90.2, after the words "or its equivalent":**

- Z9.1 or had a business rescue order granted against it.

**Z10 Addition to Clause 50.4**

- Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those



stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

## 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 condition of contract 82 with the following:

Insurance cover 82

- 82.1 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.
- 82.2 The *Contractor* provides the insurances in the Insurance Table A, from the *starting date* until the until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Loss of or damage 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 equipment, 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
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, equipment and other things used to Provide the Service) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

- 82.3 The *Employer* provides the insurances stated in the Insurance Table B

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document

Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

### Z13 Nuclear Liability

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

### Z14 Asbestos

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

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

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

- 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.

## Data provided by the *Contractor* (the *Contractor's Offer*)

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(4)	The offered total of the Prices for part of the service in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT
11.2(4)	The offered total of the Prices for part of the service in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

## C2 Pricing Data

### C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

## C2.2 Price List

Item No	Bill Descriptions	No Off	Unit	Quantity	Rate	Amount
	<b>Section No 1: Preliminaries and Generals</b>					
<b>1.1</b>	<b>Bill No 1: Fixed Preliminaries and Generals</b>					
<b>1.1.1</b>	<b>The <i>Contractor</i> is to allow for compliance with ALL CURRENT Eskom Health and Safety requirements, procedures and legislation (OHSACT)</b>	-				
	a) Medicals (Entry and Exit) (Contractor to specify total labour complement)		Sum	1		
	b) PPE ( <i>Contractor</i> to specify total labour complement)		Sum	1		
	c) Compile SHE plan and file		Sum	1		
	d) Other ( <i>Contractor</i> to Specify)		Sum	1		
<b>1.1.2</b>	<b>The <i>Contractor</i> is to take cognizance of the Environmental Management Programme Act. The <i>Contractor</i> is to allow a lump-sum price which he deems sufficient to enable him to meet any costs he will encounter in the application of the various clauses in the Environmental Management Programme, for the entire duration of the contract</b>	-				
	a) Complying with all Environmental requirements		Sum	1		
<b>1.1.3</b>	<b>Plant, Tools and Equipment etc.</b>					
	a) Plant, Tools and Equipment etc.		Sum	1		
<b>1.1.4</b>	<b>Site establishment and Disestablishment including all site running costs</b>	-				
	a) Site Establishment (Plant, Tools, Equipment etc) Per Substation		Each	1		
	b) Site-Dis Establishment (Plant, Tools, Equipment etc) Per Substation		Each	1		
	<b>Sub-Total</b>					

<b>1.2</b>	<b>Bill No 2: Time Related Preliminaries and Generals</b>					
<b>1.2.1</b>	<b>Project Management and supervision of works (Contractor to specify Labour Complement)</b>	-				
	a) Site Manager	1	Month	1		
	b) Safety Officer/Environmental	1	Month	1		
	c) HR/IR Admin	1	Month	1		
	d) Qualified Electricians	1	Month	1		
	e) Supervisor	1	Month	1		
<b>1.2.2</b>	<b>Plant, Tools and Equipment etc.</b>					
	a) Ablution Facilities		Month	1		
	b) Transportation single Bakkie		Month	1		
<b>1.2.3</b>	<b>Accommodation</b>					
	a) Accommodation for management (All unskilled deemed to be local)		Month	1		
	<b>Sub-Total</b>					
	<b>Section No 2: Measured Works</b>					
<b>1.3</b>	<b>Bill No 1: Earthworks, Civil etc (Lipini and Sisimuka Substation)</b>					
	<b>Notes :</b>					
	<i>Ground should be compacted to ensure a 100KPa load bearing capacity is achieved. The ground conditions are firm and compact enough to withstand penetration of the jacks when supporting the weight of the unit</i>					
	<i>Ground where Parkhomes will be positioned should be level and not slope more than 200mm over the length and width of the building</i>					
<b>1.3.1</b>	<b>Site preparation:</b>					
	a) Clear and Strip Site (Lepini Substation & Sisimuka Substation)		m2	130		
	b) Remove topsoil to nominal depth of 150mm,		m2	130		
<b>1.3.2</b>	<b>Pre-cast Concrete (Including Jacks)</b>					
	<b>b) Parkhomes -12.00mm x 6.00mm (Sisimuka Substation)</b>					
	a) 150mm x 150mm x 15mm)		No	8		



	a) 200mm x 200mm x 25mm)		No	8		
<b>1.3.2</b>	<b>Crusher Stones</b>					
	a) Crush stones (Supply and Laying)		m3	30		
<b>1.3.2</b>	<b>Staircase for door/entrance</b>					
	a) Steel Stair Tier		No	3		
	<b>Sub-Total</b>					
<b>1.3</b>	<b>Bill No 2 : Electrical &amp; Lighting (Lepini and Sisimuka Substation)</b>					
	<b>Notes :</b>					
	<i>Wiring is in accordance with SANS 10142-1: 2008 – 220 /380 volts (where applicable);</i>					
	<i>Distribution boards are 1x20 Way and/or 3 x 15 Way Surface Din Distribution Boards (Where applicable);</i>					
	<i>Supply and installation of all external and internal electrical reticulation up to the distribution board located inside the building. (Plugs and switches)</i>					
	<i>Lear 10AMP or equivalent light switches, isolators &amp; circuit breakers</i>					
<b>1.3.1</b>	<b>Parkhomes - 12.00mm x 6.00mm (Sisimuka Substation)</b>					
	a) Eletrical Supply and Installation, Light Switch, DB etc		Sum	1		
	<b>Sub-Total</b>					
<b>1.3</b>	<b>Bill No 3: Transportation of Parkhomes, Dismantle and Installation</b>					
<b>1.3.1</b>	<b>Parkhome - 12.00mm x 6.00mm (Sisimuka Substation)</b>					
	a) Truck Travelling from Depot>Etna Substation - Lepini Subs and Depot		Km	250		
	b) Dismantle and Assemble Park home		No	1		
	c) Permit Charge		No	1		
	<b>Sub-Total</b>					

## C3: Scope of Work

### C3.1 Service Information

Transportation of a Parkhome from Lepini to Sisimuka Substation, including dismantling and assembling for Central Grid on a once off basis.

#### 1. Description of the service

The *Contractor* will be required to transport a Park Home from Lepini substation to Sisimuka Substation to be used for storage of project materials.

- Dimensions equals (L=12m & W=6m)
- Made of aluminium.

Transportation sites:

Collection site: the park home is located at Lepini Substation (-26.027998231416536, 28.179849837303703).

Delivery site: To Sisimuka Substation (-26.21317702857224, 28.15508683741727).

The approximate distance is 30km from Lepini to Sisimuka

Assembly of the park home

- The *Contractor* to assemble the park home at designated area at Sisimuka substation.
- The preparation of the site will include the civils, including compacting the ground to improve stability, and the laying of crusher stones before assembling the park home.
- The *Contractor* cleans the exterior of all park home units using a high-pressure washer with a mild car-washing detergent. The high-pressure washer must have its own water supply tank.
- *Contractor* cleans the interior of all park home units (sweeping and washing of floors and fixtures only).

#### 2. Specifications

Item	Weighted = 80%			
	Weight (W)	Actual (A)	Max (M)	Result(R) (A / M) X W
<ul style="list-style-type: none"> <li>• List of material suppliers (concrete, crusher stones etc.)</li> <li>• List of Tools</li> </ul>	20			
Licences: <ul style="list-style-type: none"> <li>• Vehicle licence or registration</li> <li>• Drivers with code EC or EC1 licenses</li> </ul>	20			
List of Vehicles/Truck/ Crane hire (Provide list or proof from service provider) <ul style="list-style-type: none"> <li>• Crane operating certificate</li> <li>• Crane registration or hiring agreement</li> </ul>	20			

<b>Portfolio of evidence over and above the certification requirements:</b> <ul style="list-style-type: none"> <li>• Project Supervisor/Foreman that has experience with park homes, their transportation, and their dismantling/reconnection.</li> <li>• Registered Electrical Installation Electrician or Master Electrician</li> <li>• Experienced plumbers</li> <li>• Drivers with code EC or EC1 licenses</li> <li>• ORHVS authorization, responsible person</li> <li>• Civil Engineer or Technician</li> </ul>	20			
Item	<b>Weighted = 20%</b>			
	Weight (W)	Actual (A)	Max (M)	Result(R) (A / M) X W
Proof of supply for similar products and/or services <ul style="list-style-type: none"> <li>• At least two reference letters or Task orders</li> </ul>	20			

Title	Date or revision	Tick if publicly available
<b>General Specifications:</b>		
Health and Safety requirements	559-716786105	√
Environmental requirements	240-110600836	√
	240-154832228	
Quality requirements	240-12248652	√
	240-12248652	
	240-68099512	
	240-68099512	
	240-10565800	
	240- 109253302	
	240- 109253698	
	240- 126469599	
<b>Technical specifications:</b>		√
Technical evaluation Report		

### 3. Constraints on how the *Contractor* Provides the Service

None

### 3.1 Meetings

#### Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As required	TBC	<i>Employer, Contractor, Supervisor, and ____</i>
Overall contract progress and feedback	As required	TBC	<i>Employer, Contractor, Supervisor, and ____</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings shall be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

### 3.2 Use of standard forms

The use of standard TSSC 3 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 National Transmission Company of South Africa 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 National Transmission company of South Africa procedures

### 3.3 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;
- (add other as required)

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.

### 3.4 Records of Defined Cost

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.

### 3.5 Supplier Development Localisation and Industrialisation (SDL&I)

Not applicable

### 3.6 BBBEE and preferencing scheme

Not applicable

### 3.7 Cataloguing requirements by the *Contractor*

Not applicable

## 4. Requirements for the plan

Not applicable

## 5. Services and other things provided by the *Employer*

Item	Date by which it will be provided
None	


6. Property affected by the service

Lepini and Sismuka substations

# Task Order

**Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis**

Task Order No.      [•]      *service*      [•]  
To: [•].....  
..... (Contractor)

I propose to instruct you to carry out the following task:

Description      [•]

Starting date      [•]

Completion Date      [•]

Delay damages per week      [•]

Please submit your price and programme proposals below.

Signed:      Date

(for *Employer*)

Total of Prices for items of work on the Price List  
(details attached)      R. \_\_\_\_\_

Total of Prices for items of work not on the Price List  
(details attached).      R. \_\_\_\_\_

Total of the Prices for this Task Order      R \_\_\_\_\_

The programme for the Task is      ..... [ref] (attached)

Signed:      Date

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed:      Date:

(for *Employer*)