



NEC3 Term Service Contract (TSC3)

Between NTCSA SOC Ltd

(Reg No. 2021/539129/30)

and [Insert at award stage]

(Reg No. _____)

**for PROVISION OF HEATING, VENTILATION AND AIR
CONDITIONING (HVAC) MAINTENANCE SERVICES FOR
TRANSMISSION REAL ESTATE, EAST GRID (KWAZULU
NATAL) ON AN AS AN WHEN REQUIRED BASIS**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [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:

Provision of Heating, Ventilation and Air Conditioning (HVAC) Maintenance services for Transmission Real Estate, East Grid (KwaZulu Natal) for a period of 60 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 based contract
	Value Added Tax @ 15% is	Rates based contract
	The offered total of the amount due inclusive of VAT is ¹	Rates based contract
	(in words) Rates based contract	

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.

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*.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

*(Insert name and address of
organisation)*

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

*(Insert name and address of
organisation)*

Name &
signature of
witness

Date

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

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

No.	Subject	Details
1	Not Applicable	
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)*

(Insert name and address of organisation)

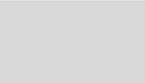
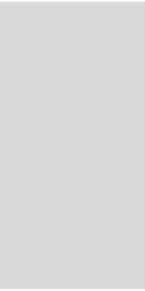
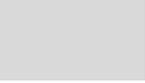
Name & signature of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option:</p> <p> dispute resolution Option</p> <p>and secondary Options</p> <p></p> <p></p>	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X17: Low service damages</p> <p>X18: Limitation of liability</p> <p>X19: Task Order</p> <p>Z: Additional conditions of contract</p>
	<p>of the NEC3 Term Service Contract April 2013² (TSC3)</p>	

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

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

10.1	The <i>Service Manager</i> is (name):	TBC
	Address	TBC
	Tel	TBC
	e-mail	TBC

11.2(2)	The Affected Property is	Commercial buildings, depots and substations in various locations within the East Grid in KwaZulu Natal
---------	--------------------------	--

11.2(13)	The <i>service</i> is	Provision of Heating, Ventilation and Air Conditioning (HVAC) Maintenance services for Transmission Real Estate, East Grid (KwaZulu Natal), on an as and when required basis
----------	-----------------------	---

11.2(14)	The following matters will be included in the Risk Register	unforeseen site conditions, delays in approvals, extreme weather conditions, accidents during installation and public protests
----------	---	---

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	One (1) week
------	--------------------------------	---------------------

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

21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of the Contract Date
------	--	---

3 *Time*

30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	60 Months

4 *Testing and defects* *Work to be inspected at completion and defects to be corrected immediately or not more than 2 days if the work requires special equipment. 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 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	Will be dealt with in line with clause 60 to 65 (what constitutes a compensation event), X19.10 of the NEC contract and as per Z8 in Z clauses below.
7	Use of Equipment Plant and Materials	No provision made on the contract to provide equipment plant and material to the Contractor.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
9	Termination	A termination process provided in clause 90-93 of the NEC and as per Z10 of Z Clauses below
10	Data for main Option clause	
A	Priced contract with price list	

20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Four (4) weeks.
<hr/>		
11	Data for Option W1	
<hr/>		
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).
<hr/>		
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.
<hr/>		
W1.4(2)	The <i>tribunal</i> is:	arbitration
<hr/>		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg South Africa
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> - 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.
<hr/>		
12	Data for secondary Option clauses	
<hr/>		
X1	Price adjustment for inflation	
<hr/>		

X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p> <p>*(Tenderer to propose the elements and proportion)</p> <p style="color: red;">Should the tenderer fail to provide their proposal, it shall deemed the prices are fixed and firm for the duration of the contract.</p>	<p>One (1) month prior to tender closing date</p> <p>CPA will become effective after 16 months from the base date.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">proportion</th> <th style="width: 20%;">linked to index for</th> <th style="width: 60%;">Index prepared by</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0.15</td> <td style="text-align: center;">non-adjustable</td> <td></td> </tr> <tr> <td style="text-align: center;">1.00</td> <td></td> <td></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	0.15	non-adjustable		1.00		
proportion	linked to index for	Index prepared by									
0.15	non-adjustable										
1.00											
X17	Low service damages										
X17.1	The <i>service level table</i> is in	Annexure A in the Service Information									
X18	Limitation of liability										
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)									
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event									
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of									

<p>X18.4</p>	<p>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>	<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 <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>
<p>X18.5</p>	<p>The <i>end of liability date</i> is</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. <p>Six (6) months after the end of the service period.</p>
<p>X19</p>	<p>Task Order</p>	
<p>X19.5</p>	<p>The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within</p>	<p>2 – 3 days of receiving the Task Order</p>
<p>Z</p>	<p>The <i>additional conditions of contract</i> are</p>	<p>Z1 to Z14 always apply.</p>

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

SANAS means the South African National Accreditation System.

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

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities:	

Qualifications:

Experience:

2

Name:

Job

Responsibilities:

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	C2.2
11.2(19)	The tendered total of the Prices is	Rates based contract

Part 2: Pricing Data

TSC3 Option A

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

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 *price list* unless later changed in accordance with this contract.

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

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

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

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

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 no.	Bill Description	Unit	Rate
SECTION NO. 1			
SHE Schedule			
1.	SHE Requirements and Compliance		
SECTION NO. 2			
1. Work to be done from Monday to Friday between 7:30am and 4pm:			
1.1	Project coordinator/ Senior supervisor	Hour	
1.2	Mechanical Artisan	Hour	
1.3	Semi-skilled worker	Hour	
2. Work to be done from Monday to Friday after 4pm:			
2.1	Project coordinator/ Senior supervisor	Hour	
2.2	Mechanical Artisan	Hour	
2.3	Semi-skilled worker	Hour	
3. Work to be done on Saturdays between 7:30am and 4pm:			
3.1	Project coordinator/ Senior supervisor	Hour	
3.2	Mechanical Artisan	Hour	
3.3	Semi-skilled worker	Hour	
4. Work to be done on Sunday and public holidays between 7:30am and 4pm:			
4.1	Project coordinator/ Senior supervisor	Hour	
4.2	Mechanical Artisan	Hour	
4.3	Semi-skilled worker	Hour	
5. Materials			
5.1	Provisional sum for the supply of required material according to PM's instruction of compressors, pc boards, fan motors, filters, contactors, overloads, circuit breakers, isolators, relays, copper piping, insulation, pump couplings, oil (compressors or pumps), fan belts, bearings, fuses, controllers,	Sum	

	timers, PLC, plumbing fittings, humidifiers bottles, drain pumps and refrigerants and etc.		
5.2	Mark up fee percentage	%	%
6. Transport			
Payment for transport/traveling will be paid in excess of a 50Km from site (indicated closest CLN office).			
6.1	Cost of transport/ travelling	KM	R

Part 3: Scope of Work

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	27
	Total number of pages	28

C3.1: Employer's service Information

Contents

Part 3: Scope of Work	6
C3.1: Employer's service Information	7
1 Description of the service	9
1.1 Executive overview	9
1.2 <i>Employer's</i> requirements for the <i>service</i>	9
1.4 Interpretation and terminology	16
2 Management strategy and start up.	18
2.1 The <i>Contractor's</i> plan for the <i>service</i>	18
2.2 Management meetings	18
2.3 <i>Contractor's</i> management, supervision and key people	19
2.4 Provision of bonds and guarantees.....	20
2.5 Documentation control	20
2.6 Invoicing and payment.....	21
2.7 Contract change management.....	22
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	22
2.9 Insurance provided by the <i>Employer</i>	22
2.10 Training workshops and technology transfer.....	22
2.11 Design and supply of Equipment.....	23
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use.....	24
2.12.1 Equipment	24
2.12.2 Information and other things	24
2.13 Management of work done by Task Order	24
3 Health and safety, the environment and quality assurance	24
3.1 Health and safety risk management.....	24
3.2 Environmental constraints and management	26
3.3 Quality assurance requirements.....	26
4 Procurement	26
4.1 People	26
4.1.1 Minimum requirements of people employed.....	26

4.1.2	BBBEE and preferencing scheme.....	26
4.2	Subcontracting.....	28
4.2.1	Preferred subcontractors	28
4.2.2	Subcontract documentation, and assessment of subcontract tenders.....	28
4.2.3	Limitations on subcontracting.....	28
4.2.4	Attendance on subcontractors	28
4.3	Plant and Materials	28
4.3.1	Specifications	28
4.3.2	Correction of defects.....	29
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	29
4.3.4	Tests and inspections before delivery	29
4.3.5	Plant & Materials provided “free issue” by the <i>Employer</i>	29
4.3.6	Cataloguing requirements by the <i>Contractor</i>	29
5	Working on the Affected Property.....	30
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations	30
5.2	People restrictions, hours of work, conduct and records	30
5.3	Health and safety facilities on the Affected Property	30
5.4	Environmental controls, fauna & flora.....	30
5.5	Records of <i>Contractor's</i> Equipment	30
5.6	Equipment provided by the <i>Employer</i>	31
5.7	Site services and facilities	31
5.7.1	Provided by the <i>Employer</i>	31
5.7.2	Provided by the <i>Contractor</i>	31
5.8	Control of noise, dust, water and waste	31
5.9	Hook ups to existing works	32
5.10	Tests and inspections	32
5.10.1	Description of tests and inspections.....	32
5.10.2	Materials facilities and samples for tests and inspections	32
6	List of drawings.....	33
6.1	Drawings issued by the <i>Employer</i>	33
7	Low Service Damages – Annexure A.....	33

Description of the *service*

Executive overview

The purpose of this contract is to appoint a suitable qualified Contractor for the Provision of heating, ventilation and air conditioning (HVAC) maintenance service, goods and material supply contract and will render a service to the NTCSA Real Estate property portfolio which includes the Eastern Grid (consisting of 21 substations, 1 regional office and 4 depots (CLNs), as well as NTCSA Telecoms (consisting of 2 telecoms offices) within the Kwa-Zulu Natal Province for a period of 60 months on an as and when required basis.

Employer's requirements for the service

The scope includes the provision of the following HVAC services including but not limited to:

- Diagnostics of defects,
- Minor adjustments of controls and minor repairs,
- Major repairs such as dismantling of components, opening up of systems, the evaluation and re-charging of same.

The Contractor shall provide all labour, supervision, administration and management, transport, equipment, tools, supplies and material required to perform the facilities management services specified herein.

In addition to the listed sites, NTCSA may request the Contractor to execute works on other NTCSA sites in the region on an as and when required basis.

Closure of site

In the event that a site or building closes down or is no longer operational, then the service at that site must come to a stop, no compensation will be paid to the contractor when a site is closed down.

NTCSA reserves the right to instruct the Contractor to change working times based on business requirements.

1.3 Detailed description of the service

Item	Description	Frequency
4.1.	Inspection of air conditioning filters and filter frames <ul style="list-style-type: none"> • Remove all filters from one air handling unit at a time. • Inspect filters for defects. • Inspect and clean filter frame properly before re-installing filters 	As and when required
4.2.	Replacement of air-conditioning filters <ul style="list-style-type: none"> • All the air-conditioning filters shall be supplied and replaced by the Contractor on request. • Remove existing old filter (as and when required). • Inspect all framework and clips for damage, rust and fair wear and tear. • Clean framework. 	As and when required
4.3.	Fit new filter in position <ul style="list-style-type: none"> • The Contractor shall remove all the redundant filters from the Site and dispose of these redundant filters only at a registered dump site. It is the responsibility of the Contractor to obtain written proof from the registered dump site that the waste was disposed of in a safe manner. A copy of this document shall be placed on record in the Contractor's Health, Safety & Environmental File. 	As and when required
4.4.	Filter cleaning	As and when required
4.5.	Service of air Handling units <ul style="list-style-type: none"> • Check Fan in Operation • Check Fan and Motor Bearings • Lubricate Fan Bearings 	As and when required

	<ul style="list-style-type: none"> • Check Condition of Fan Belts. Realign Drives if adjustment is required. Check Condition of Pulleys • Check Base Mounting Springs • Inspect Flexible Duct Collar • Ensure Coupling Guard is Secure • Check Motor and Terminal Connections • Check for Excessive Vibration • Cleaning Humidifier bottles and check operation 	
4.6.	<p>Service of exhaust Fans and Extraction Fans (toilets, battery rooms)</p> <ul style="list-style-type: none"> • Check Fan in Operation • Check Motor Bearings • Clean Air Screen • Check Motor and Terminal Connections • Check for Excessive Vibration • Check and clean speed drives 	As and when required
4.7.	<p>Servicing of split Air-Conditioning Units</p> <ul style="list-style-type: none"> • Check Operation of Unit • Clean Air Filters • Check Condenser Fan Motor Bearings • Clean Cooling Coil Surfaces (Brush) • Check System Gas Charge (If and when required) • Check Operating Pressures and Record Suction & Discharge Pressure • Leak Test Refrigeration System • Check and Tighten All Terminal Connections • Check Operation of Reverse Cycle • Check unit Voltage and Amperages • Check Operation of Heaters • Ensure that Condensing Unit Coils are Clean • Check drain is not blocked • Clean unit 	As and when required

	Fill out report and hand copy to the Employer's Representative	
4.8.	<p>Air-Conditioning VRV's (Variable Refrigerant Volume) or VRF (Variable Refrigerant Flow)</p> <p><u>Service of external units</u></p> <ul style="list-style-type: none"> • Check operation of each unit • Wash down coils on all exterior condensing units • Fill out report and hand copy to the Service Manager • Visually inspect units for any defects and/or damage. • Inspect all wiring and check all electrical connections. • Check all filters and clean as required or replace. • Check all refrigerant pressures and record readings. • Check compressor to ensure that it is suspended freely, that all bushes are in good condition, that the compressor is operating correctly and that it does not overheat in normal operating conditions <p><u>Service of internal Units</u></p> <ul style="list-style-type: none"> • Check condensate drains and clear if necessary to prevent internal water leaks. • Clean equipment generally and observe its operation in all its functions. • Check amperage readings on cooling, heating and fan only operation and compare to name plate ratings. • Check air filters and clean where necessary. Should the filter be damaged or torn it will be necessary to provide a new filter at the client's cost. • Check condition of evaporator coil and clean. Straighten fins with a fin comb where necessary. • Check condensate drip trays and treat for corrosion if necessary. Ensure unobstructed gravity flow. • Check condensate drains and clear if necessary to prevent internal water leaks. • Check fans to ensure that they are secured to fan shafts. 	As and when required

	<ul style="list-style-type: none"> • Check fan motor(s) to ensure that it (they) is (are) running freely and true and that the bearings show no sign of wear. Oil where applicable. Ensure that the baffle plates are secured between in and outlet air. • Check thermostats, switches, contactors, and the wiring thereof to ensure that all electrical connections are secure and clean. • Check refrigerant system for leaks and repair where necessary. • Ensure that all copper tubing is clear of other components. • Clean equipment generally and observe its operation in all its functions. • Check amperage readings on cooling, heating and fan only operation and compare to name plate readings. • Clean outside of unit, particularly return air grill and discharge vanes. • Rust proof where necessary. • Check and tighten where necessary all refrigerant pipe fittings. • Check head and suction pressures to ensure that these are in accordance with specifications. If not adjust gas volume to required head. • Where conditions change due to excavations, construction, dusty areas or any kind of extraordinary exercises, the cycle of service may be adjusted to maintain healthy performance co-efficient • Check operation of BS selector box 	
4.9.	Servicing of Diffusers <ul style="list-style-type: none"> • Clean diffusers • Clean return air grills 	Bi annual
4.10.	Plant Distribution Boards and Control Equipment (service) <ul style="list-style-type: none"> • The Contractor shall be responsible for the cleaning, service, maintenance and repairs to all Air-conditioning related Plant Electrical Distribution Boards and Control Equipment. • The distribution boards will include the following: <ul style="list-style-type: none"> o The Main Air-conditioning Distribution Board 	Bi-annual

	o All distribution boards within the site that relates to HVAC	
4.11.	<p>Gauges and Thermometers (service)</p> <ul style="list-style-type: none"> • Check for accuracy. • Check for leaks. 	Bi-annual
4.12.	<p>Refrigeration Equipment (including bar fridges) (service)</p> <ul style="list-style-type: none"> • Check Operation of Unit • Clean Condenser Coil • Check System Gas Charge • Leak Test Refrigerant System • Check Compressor Oil Levels • Check Operating Pressures. Record Discharge and Suction • Check Safety Cut-Outs. Record Discharge, Suction & O/P/S • Record Time Delay of Oil Pressure Safety Switch • Check for Signs of Oil Leaks • Check for Signs of Vibrations • Clean Condenser Coils (Hose) • Clean water strainer 	As and when required
4.13.	<p>Heat Pump</p> <p style="text-align: center;">Service</p> <ul style="list-style-type: none"> • Heat pump base: • Clean base outside and inside. • Ensure drainage holes are clear. • Check for rust and treat as required <p style="text-align: center;">Electronics</p> <ul style="list-style-type: none"> • Look for signs of corrosion on PCB controller. • Ensure all electrics are dry and clean • Ensure all connections are good. <p style="text-align: center;">Piping</p> <ul style="list-style-type: none"> • Check all piping and fittings for leaks. • Check lagging. • Clean the inline strainer. • Check circulation pump. 	As and when required

Heat Exchanger	
<ul style="list-style-type: none"> Reverse water flush system under pressure for =- three minutes. 	

This scope shall be applicable to all sites listed below:

CLN	Site Name	Address	Purpose
Empange ni	Empangeni Depot	2 Bronze Street, Empangeni	Depo
Empange ni	Impala Substation Armed NKP	-28 45.952 31 56.803	Sub Station
Empange ni	Athene Substation Armed NKP	-28 45.483 31 55.633	Sub Station
Empange ni	Invubu Substation	-28 41.304 32 2.19	Sub Station
Empange ni	Rabbit substation		Sub Station
Ladysmit h	Danskraal Depot	-28 33.917 29 50.083	Depo
Ladysmit h	Bloukrans Substation	-28 45.6 29 51.1	Sub Station
Ladysmit h	Danskraal Substation	-28 33.917 29 50.083	Sub Station
Ladysmit h	Tugela Substation	-28 34.8 29 19.3	Sub Station
Ladysmit h	Venus Substation	-28 56.28 29 50.744	Sub Station
Ladysmit h	Ingula Substation	-	Sub Station
Ladysmit h	Drakensberg		Sub Station
Pinetown	Pinetown Depot		Depo
Pinetown	Georgedale Substation	-29 46.967 30 36.833	Sub Station
Pinetown	Mersey Substation	-29 23.583 30 28.667	Sub Station

Pinetown	Ariadne Substation	-29 43.741 30 23.422	Sub Station
Pinetown	Eros Substation	-30 36.358 29 54.282	Sub Station
Pinetown	Avon Substation	-29 25.039 31 9.662	Sub Station
Pinetown	Illovo Substation	-30 4.5 30 50	Sub Station
Pinetown	Hector Substation	-29 46.711 30 39.66	Sub Station
Pinetown	Westville Area Office	1 Langford road, Westville	Offices
Newcastle	Newcastle Depot		Depo
Newcastle	Incandu Substation	-27 43.167 29 58.733	Sub Station
Newcastle	Chivelston Substation	-27 50.25 29 59.368	Sub Station
Newcastle	Ingangane Substation	-27 50.716 29 59.098	Sub Station
Newcastle	Umfoloji Substation	-28 12.923 31 11.222	Sub Station
Newcastle	Bloedrivier Substation	-27 53.667 30 34.583	Sub Station
Newcastle	Pegasus Substation NKP ARMED		Sub Station

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning for Abbreviation
TRE	Transmission Real Estate

NTCSA	National Transmission Company South Africa
Tx	Transmission
Sat.	Saturday
Sun.	Sunday
PPE	Personal Protective Equipment
SOC	State Owned Company
NEC	New Engineering Contract
PDF	Portable Document Format
FAS	Fall Arrest System
SHEQ	Safety Health Environment Quality
EG	East Grid
CLN	Customer Load Network
VRF	Variable Refrigerant Flow
VRV	Variable Refrigerant Volume

Management strategy and start up.

The Contractor's plan for the service

The service provided must detail in writing its plan to deliver the excellent service for NTCSA throughout the entire period for the contract. The below items must form part of the site management plan:

- Health and safety management
- Time management
- Communication management
- Environmental management
- Quality management
- Emergency response
- Supplier management
- Stakeholder management
- Cost management
- Material management
- Access arrangement
- Criminal management
- Schedules arrangement and management
- Subcontractor management (if applicable)
- Housekeeping management
- Delivery management or arrangements
- Permit arrangements
- Site inspection and supervision
- Contracts Management

Management meetings

Monthly Meetings' shall take place on site (face-to-face) to discuss all issues or plans for all perimeters for the contract or project (time, cost, quality, environment and health and safety). Monthly Meetings preferred at the start of each month for the good planning of activities on site. The Employer can request the 'Emergency Meeting' at any given time if there are serious issues or risks that can affect the service delivery for the project / contract. All meetings shall be chaired by the service manager. Ms Teams can be used as alternative platform due to unforeseen and other circumstances or very urgent issues e.g., Emergency Meeting, etc.

All meetings shall be recorded in the form of minutes or a register prepared and circulated by a person who convened the meetings. The 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 condition of contract to carry out such actions or instructions.

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

Title and purpose	Approximate interval	Location	Attendance by:
Kick of meeting	Minimum within 1 week before start date	On site or Ms Teams	<i>Service Manager, Contractor and Supervisor</i>
Overall contract progress and feedback in terms of contract obligations	Monthly intervals or when deemed required by the <i>Service Manager</i>	On site or Ms Teams	<i>Employer, Service Manager, Relevant NTCSA representatives and appointed Contractor/Sub-contractor</i>
Safety, health, environmental and quality meeting	Monthly	On site or Ms Teams	Employer and Contractor
Contractor Forums	As and when deemed necessary	On site	Employer, Service Manager, Relevant NTCSA representatives and appointed Contractor/Sub-contractor
Daily safety Toolbox Talks	Daily before work starts on site with signed attendance registers by the <i>Contractor's</i> employees an signed off minutes by the <i>Contractor's</i> site Agent or manager	On site or Ms Teams	<i>Contractor</i> and his/her employees

Contractor's management, supervision and key people

The Contractor is required to hire experienced supervisors with a proven track record in HVAC field environments. These specialized supervisors must possess a minimum of five

years of experience in supervising maintenance. Prior to deployment on-site to oversee activities, the qualifications, training records, and curriculum vitae of supervisors must be submitted to the Service Manager for approval..

The Contractor is responsible for maintaining an updated organogram on-site, detailing all supervision and management both on-site and off-site for the management of this contract. Additionally, the Contractor must always maintain daily attendance registers and make them available to the Service Manager upon request.

2.3.4 Contractor's Responsibility

- The Contractor shall conform with Eskom Distribution Standard "Occupational Health Contractors Reference ESKASAAP4.
- The Contractor must comply with the Occupational Health and Safety Act, all applicable regulations and Compensation of Occupational Injuries and Diseases Act.
- Health and safety and Environmental induction is compulsory prior the start of work for each site.
- Workers shall have valid medical certificate of fitness from the occupational health practitioner.
- The Contractor shall ensure the submission of man hours at specified time to the Employer.

2.3.5 Uniforms and Protective Clothing, and Equipment

- The Contractor shall supply all his employees on site with its uniform colour and style.
- The Contractor shall supply its employees with the two sets of overalls and uniforms.
- The Contractor shall supply one pair of safety shoes – steel toe safety boots.
- All employees shall receive two jerseys warmer jackets and raincoat for rain and winter season.
- All personal protecting clothing and equipment shall be replaced as and when required – this does not mean only at the beginning of the year or financial year.
- All operators shall be equipped with safety helmets, eye and ear protection and the safety boots.
- Contractor shall ensure that its employees are wearing the relevant personal protecting equipment for the task at all the times.
- Contractor shall ensure that there's no PPE shortage on workers on site at any time.

Provision of bonds and guarantees.

Not applicable

Documentation control

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

Invoicing and payment

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

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

- Name and address of the *Contractor* and the *Service Manager*.
- The contract number and title.
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number 4710303126.
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- Electronic submission of invoices via email
- Signed service delivery note(s) must accompany the required invoice(s) for payment.

Invoices and Additional Information

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

invoice will be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by NTCSA through the park invoice report.

- The Contractor can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The Contractor is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted Invoicesntcsalocal@ntcsa.co.za

Follow-up with Finance Shared Services (FSS):

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

Introducing electronic invoicing does not guarantee payment, but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked and the system will automatically send an email to the end user to do the GR. This is also tracked by NTCSA through the parked invoice report.

Contract change management.

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

Records of Defined Cost to be kept by the Contractor

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

Insurance provided by the Employer

Refer to Z12 in Data by Employer document.

Training workshops and technology transfer

- OHS d supervisor training or Supervisory training
- Hazardous chemical substance training certificate
- HIRA certificate
- Incident Investigation Certificate
- Fire Fighting Certificate
- 1st Aid Certificate Level 2
- Health and Safety Representative Certificate
- Legal liability training
- Working at height
- Oil Spillage Training
- Fall arrest system (FAS)
- Fall protection plan developer

Design and supply of Equipment

The Contractor bears responsibility for providing all necessary equipment on-site. All equipment supplied by the Contractor must meet the SABS standard and be of good quality. No payment will be made for the standing time of equipment on-site. Faulty equipment or machinery must not remain on-site for more than seven working days. The Contractor is prohibited from storing or retaining any irrelevant equipment or tools at the service site. Any breakdowns of plant and equipment must be promptly reported to the Employer (Service Manager). Furthermore, the light-duty vehicle assigned to the site shall not be older than five years.

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

Equipment

At the end of the contract, all the equipment purchased through the contract by the Employer must be handed over to the Service Manager

Information and other things

At the end of service contract, the Contractor must provide the following information.

- Consolidated health and safety file
- Employers' investigation reports and all supporting documents
- All contracts reports in relation to this service contract
- All defined cost documents

Management of work done by Task Order

- The Contractor shall receive the task order prior the start of work on site.
- Other than emergency work requests, no works shall proceed without an approved task order.
- An approved task order shall bear the signature of Contractor representative and NTCSA Representative (Service Manager).
- Discretion of the Contractor and Supervisor shall apply in determining and interpreting emergency requests to ratify works done without an approved task order.

The Contractor will not be compensated for works that proceed without an approved task order unless the task order is ratified at the discretion of the Service Manager and Supervisor. Reasons shall be in writing to the Contractor to request ratification for compensation events with any works done without the approved task order.

Health and safety, the environment and quality assurance

Health and safety risk management

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

- Issued Health and Safety and Environment Specification
- Basic Condition of Employment Act No. 75 of 1997
- Occupational Health and Safety Act and Regulations No. 85 of 1993
- 32 – 37 Eskom Substance Abuse Procedure
- 240-62196227 Life- Saving Rules
- 32-95 Occupational Health and Safety Incident Management
- 32-727 SHEQ Policy

- 32- 418 Working at Heights Procedure
- ISO 9001: Quality management system
- ISO 45001: Occupational Health and Safety Management System
- Eskom's Covid-19 Health and Safety Policy statement
- National Road Traffic Management Act.
- Eskom Risk Assessment Procedure 32-520
- Employees Right of Refusal to Work in an Unsafe Situation Procedure 240-43843827

Environmental constraints and management

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

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

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

Quality assurance requirements

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

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

Procurement

People

Minimum requirements of people employed.

- The Contractor shall conduct criminal and site clearance checks of its employees (before offer of employment).
- The Contractor shall conduct training, testing and verifying key personnel qualifications and competence including certification for operation of machinery and equipment in relation to OSHACT.

BBBEE and preferencing scheme

All tenderers must at a minimum maintain their B-BBEE status throughout the contract period.

Supplier Development Localisation and Industrialisation (SDL&I)

SDL&I contractual obligations

Contract skills development goals:

- HVAC Artisans:
- Apprentices:

Job Opportunities:

- Jobs to be created:
- Jobs to be retained:

Designated sector:

Local content percentage: 100%

SDL&I Penalty and Performance Security

- NTCSA will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations. As security for the fulfilment of all SDL&I obligations, NTCSA will apply a penalty of 2.5% of every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter; or failure to meet the SDL&I obligations in a contract.

Reporting and Monitoring

- The suppliers shall on a monthly/quarterly basis submit a report to NTCSA in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- NTCSA shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by NTCSA that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award.

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated SDL&I criteria.

The *Contractor's* failure to comply with his SDL&I obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

Subcontracting

Preferred subcontractors

Not applicable

Subcontract documentation, and assessment of subcontract tenders

Not applicable

Limitations on subcontracting

The use of Sub Contractors by the Contractor must be approved in writing by the Service Manager before commencement on site.

Attendance on subcontractors

It is the sole responsibility of the Contractor to ensure that the subcontractor fulfils his duties as per the contract.

Plant and Materials

Specifications

The price list state the list of required plant and equipment for the service required as per the scope of work. The Contractor can engage fairly and in bona fide in works execution by assisting the Employer with advice and recommendations on changes in technologies and

industry best practices that may affect the Employer's ability to perform works as per the contract stipulation. The Contractor shall take reasonable care to acquire and maintain equipment that meets minimum legal requirements.

Correction of defects

The repairs for plant or equipment shall be performed by accredited or competent person or Contractor as per manufacturers manual. The repairs shall not interfere with or hinder the employers' work operation on site. All the maintenance or repairs records shall be kept safely and be available at any time when employer is requesting for them

All defects identified to be corrected immediately or not more than 2 days if the work requires special equipment

Contractor's procurement of Plant and Materials

The Contractor must purchase the plant and materials in good faith, and for mutual benefit for both parties. The Contractor shall purchase all materials and plant from the accredited Supplier. The Contractor shall remain the sole responsibility to procure plant and materials for the reasonable and acceptable quality. The Employer can request at any time the data sheet and proof of purchase for the equipment purchased and supplied on site for usage. Guarantees and warranties certificate may also be required for any plant and material supplied by Contractor to the Employer.

Tests and inspections before delivery

The Service Manager may request inspection during the equipment and materials arrival on site. All equipment and materials must be inspected by the Contractor together with Employer (Service Manager) during arrival before use on site. The records of inspection must be available at any request by the Service Manager.

Plant & Materials provided "free issue" by the Employer

Not applicable

Cataloguing requirements by the Contractor

Not applicable

Working on the Affected Property

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

NTCSA reserves the right to subject all employees for the Contractor to a vetting and security clearance process in line with NTCSA's security requirements for the site. Any person entering (Including NTCSA's employees) the site of NTCSA is subject to random alcohol testing to gain access to the site. All employees and vehicles that are entering or exiting the site shall be subjected to be searched by security personnel at gates or checkpoints.

The Contractor shall do criminal checks, and submit the ID copy, physical address and contact details for its employees to NTCSA before deploying any employee for work activities on NTCSA' site. The contractor shall inform the Service Manager prior any removal of its employees on site. The Contractor shall ensure that all equipment and material brought on site are signed in the approved NTCSA security register at the security gate. The Contractor shall not remove any equipment or materials on site, prior informing the Service Manager or Supervisor.

People restrictions, hours of work, conduct and records

Normal working hours for the sites access is between 07h00 and 16h00 from Mondays to Fridays. The Contractor shall keep timesheet records for its employees and submit the man hours on agreed dates. Health and safety facilities on the Affected Property. The contract might be called upon to attend to defects after working hours.

The Contractor shall conform with all standards and procedures for operation at the NTCSA' site, e.g., Life Saving Rules, and comply with all applicable legislations on site for the OHSA Act 85 of 1993.

Health and safety facilities on the Affected Property

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

Environmental controls, fauna & flora

N/A

Records of Contractor's Equipment

The Contractor must report to the Service Manager and Supervisor prior or during arrival of any equipment (owned or hired equipment) on site. The Contractor shall inform the Service Manager and Supervisor prior removal any equipment (owned or hired equipment) on site. The Contractor shall keep the updated list of all the equipment. All equipment must be inspected as per all applicable legislations, and the records shall be made available at any given time required by the Service Manager or the inspector from the Department of Employment and Labour. The Contractor shall not keep on site any unused equipment.

Any electrical equipment or appliances used by the *Contractor* must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.

The *Employer* has the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to foregoing safety regulations.

Equipment provided by the *Employer*

Not applicable

Site services and facilities

Provided by the *Employer*.

- (1) Water
- (2) Electricity
- (3) Stores (as and when required, as per task orders specifications)
- (4) Ablution facilities

Provided by the *Contractor*

The Contractor to provide all equipment required to provide the service/work

Control of noise, dust, water and waste

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

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

Hook ups to existing works

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

- No scaffolding and platforms will be used without it having been safety cleared and the required documentation completed as per SANS 10085-1:2004 or recent version.
- Scaffolding should be done by trained personnel and certified as safe thereafter
- All working at heights apparel should be certified and inspected daily before use.

Tests and inspections

Description of tests and inspections

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

Materials facilities and samples for tests and inspections

All deliveries for material shall be inspected by the Service Manager or Supervisor before usage on site.

List of drawings

Drawings issued by the *Employer*

Not applicable

Low Service Damages – Annexure A

Low service damages table 2		
Service Levels		
Item	Low service	Damages
	Failure to provide the service as per the scope of work or provide a substandard service on items listed in the scope.	R5000 per incident
1	Penalty for late completion of task orders	5% per task order
3	Workers on site without mandatory PPE	R5 000.00 per incident
5	Equipment and tools shortage on site	R 5000 per incident
7	Failure to correct defects within specified period	R 5000.00 per incident
8	Leaving a breakdown /emergency unattended or incomplete for another day without the approval of the Service Manager or his/her duly authorised representative	7% per task order

