



NEC3 Term Service Contract (TSC3)

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

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

**for The Maintenance of Fire Extinguishers for National
Transmission Company of South Africa (NTCSA SOC
LTD) East Grid Substations for a Period of 36 months**

Contents:	No of pages
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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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C1.2b Contract Data provided by the <i>Contractor</i>	[•]
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:

The Maintenance of Fire Extinguishers for National Transmission Company of South Africa (NTCSA) East Grid Substations for a Period of 36 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 or C	The offered total of the Prices exclusive of VAT is	R [•]
	Sub total	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is ¹	R [•]
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

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Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

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

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

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

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

Signature(s)

Name(s)

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.

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by NTCSA SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	NTCSA SOC Ltd (reg no: 2021/539129/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg

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

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	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	Rirhandzu Sitole
	Address	2 Maxwell Drive, Sunninghill, Sandton, Gauteng, 2157
	Tel	TBC
	Fax	TBC
	e-mail	sitolerm@ntcsa.co.za
11.2(2)	The Affected Property is	Multiple Properties in NTCSA East Grid, KZN
11.2(13)	The <i>service</i> is	Fire Extinguisher Maintenance
11.2(14)	The following matters will be included in the Risk Register	Labour strikes, Power supply interruptions or failures, Municipal water interruptions
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	1 weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	4 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	36 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25 th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	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 <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. [●]
		2. [●]
		3. [●]
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	[●] weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African

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		Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	1-month prior tender closing date. The rates will be fixed and firm for the 1st 12 months, thereafter CPA will be applicable at the anniversary of the contract.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		35%	Table C-5 (Labour Wage Indices) Industrial Chemical Sector	SEIFSA
		50%	Table O -2 (Coke, petroleum, chemical, rubber and plastic products)	SEIFSA

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		15%	non-adjustable	
		100%		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	[•]		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles 		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right. 		
X18.5	The <i>end of liability date</i> is	[•] months after the end of the <i>service period</i> .		
X19	Task Order			
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order		

Z	The additional conditions of contract are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.	
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> 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 means any unlawfully or illegally intentional act or omission that misleads, or attempts

Action	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 <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
Z11.3	If the <i>Employer</i> terminates the <i>Contractor's</i> 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 <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> 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	The replacement cost where not covered by the

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Equipment	<p><i>Employer's insurance.</i></p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
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	<p><u>Loss of or damage to property</u></p> <p>The replacement cost</p> <p><u>Bodily injury to or death of a person</u></p> <p>The amount required by the applicable law.</p>
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
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Z13 Nuclear Liability

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

Z14 Asbestos

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

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

asbestos containing material, equipment and articles.

Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> 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 <i>Contractor</i> , the <i>Employer</i> 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 <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> 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 <i>Employer</i> 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 <i>Contractor's</i> 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 <i>Contractor</i> 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 <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

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

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

Job	
Responsibilities:	
Qualifications:	
Experience:	
CV's (and further key person's data including CVs) are in _____.	
A	Priced contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(19)	The tendered total of the Prices is _____ R

PART 2: PRICING DATA

TSC3 Option E

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

C2.1 Pricing assumptions: Option E

How work is priced and assessed for payment

Clause 11 in the core and Option E clauses of the NEC3 Term Service Contract (TSC3) state:

Identified and defined terms	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(18) The Price for Services Provided to Date is the Defined Cost which the <i>Contractor</i> has paid plus the Fee.
		(24) The Prices are the amounts stated in the Price column of the Price List. If no Price List is included, the Prices are the Defined Cost plus the Fee.

Payments are made at Defined Cost plus Fee (See core clauses 11.2(5), 11.2(6) and 11.2(8)). As this Option is used when the definition of work is likely to be inadequate for pricing purposes, it may not be practical to establish a Price List.

Function of the Price List

In this Option the Price List (if any) is used only as a means of forecasting the final outcome.

Preparing the *price list* (if any)

It will be assumed that the tendering contractor has read Pages 14 and 15 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary.

Format of the *price list*

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor. For Option E the Price List is used only for forecasting Defined Cost.

If the *price list* includes 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 *price list* includes 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 *price list* includes 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*

FIRE EQUIPMENT MAINTENANCE PRICELIST FOR EAST GRID			
Item	Description	Unit	Rate
1	SERVICING OF STANDARD FIRE EQUIPMENT - Annual Servicing		
1.1	Dry Chemical Powder (SANS 1475 Pt1)		
1.1.1	9.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.2	6.9 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.3	5 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.4	4.5 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.5	3.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.6	2.5 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.7	2.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.8	1.5 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.9	1.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.10	75 kg Stored Pressure Type Fire Extinguisher/s	No	
1.2	Carbon Dioxide (SANS 1475 Pt1)		
1.2.1	9.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.2.2	7 kg Stored Pressure Type Fire Extinguisher/s	No	
1.2.3	5.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.2.4	4.5 kg Stored Pressure Type Fire Extinguisher/s	No	
1.2.5	2.5 kg Stored Pressure Type Fire Extinguisher/s	No	
1.2.6	2.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.2.7	6.8 kg Stored Pressure Type Fire Extinguisher/s	No	
		No	
	Foam Fire Extinguishers		
	9lt Foam fire extinguishers	No	
1.3	Trolley Type Fire Extinguishers (SANS 1475 Pt1)		
1.3.2	50kg Dry Powder Type Fire Extinguisher/s	No	
1.4	Fixed Type Fire Extinguishers (SANS1475 Pt2)		
1.4.1	30m Hose reels & 30m PVC Hose	No	
2	Servicing and Pressure Testing		
2.1	Total - Servicing and Pressure Test of Extinguishers	Sum	

3	CORRECTIVE MAINTENANCE, REPLACEMENT AND REPAIR OF FIRE EQUIPMENT (Rate per unit Only)		
3.1	New Unit Replacements		
3.1.1	9.0 kg DCP STP Fire Extinguisher/s	No	
3.1.2	7 kg DCP STP Fire Extinguisher/s	No	
3.1.3	6.9 kg Stored Pressure Type Fire Extinguisher/s	No	
3.1.4	5 kg DCP STP Fire Extinguisher/s	No	
3.1.5	4.5 kg DCP STP Fire Extinguisher/s	No	
3.1.6	2.5 kg DCP STP Fire Extinguisher/s	No	
3.1.7	1.5 kg DCP STP Fire Extinguisher/s	No	
3.1.8	1.0 kg DCP STP Fire Extinguisher/s	No	
3.1.9	9.0 kg Carbon Dioxide Fire Extinguisher/s	No	
3.1.10	6.8 kg Carbon Dioxide Fire Extinguisher/s	No	
3.1.11	5.0 kg Carbon Dioxide Fire Extinguisher/s	No	
3.1.12	2.5 kg Carbon Dioxide Fire Extinguisher/s	No	
3.1.13	2.0 kg Carbon Dioxide Fire Extinguisher/s	No	
3.1.14	50 kg DCP Trolley Unit/s	No	
3.1.15	25 kg DCP Trolley Unit/s	No	
3.1.16	45 kg CO2 Trolley Unit/s	No	
3.1.17	Hose reel/s Complete with 30m PVC Hose	No	
3.2	Spares and Miscellaneous Items including installation (Portable Units)		
3.2.1	Valve Head Complete for DCP Unit/s	No	
3.2.2	Pressure Gauge for DCP Valve/s	No	
3.2.3	Hose and Nozzle for DCP Valve/s	No	
3.2.4	70mm Uni Bracket for Mounting	No	
3.2.5	Backing Boards for Extinguishers (Various Sizes)	No	
3.2.6	Valve Head Complete for CO2 Unit/s	No	
3.2.7	Hose and Horn for CO2 Extinguishers	No	
3.2.8	Cup Horns for CO2 Extinguishers	No	
3.2.9	Syphon Tubes Complete (Various Sizes)	No	
3.2.10	Valve Head Complete for DCP Trolley Unit/s	No	
3.2.11	Hose and Valve Nozzle for DCP Trolley Unit/s	No	
3.2.12	Head O rings	No	
3.2.13	Extinguisher Covers	No	
3.2.14	STP DCP fire xtinguishers recharged	No	
3.2.15	STP DCP discharge hose	No	
3.2.16	STP DCP discharge nozzle	No	
3.2.17	Safety valve inspection	No	
3.2.18	STP DCP pressure gauges inspect	No	
3.2.19	STP DCP discharge hoses/ nozzles inspected	No	
3.2.20	STP DCP syphon tubes inspected	No	
3.2.21	CO2 hose and horn inspected	No	
3.2.22	CO2 fire extinguishers recharged	No	
3.2.23	CO2 hose and horn fitted	No	
3.2.24	CO2 head valve assemblies	No	
3.2.25	1KG STP DCP standard vehicle brackets	No	

3.3	Spares and Miscellaneous Items (Fixed Units)		
3.3.1	Hosereel Frame Complete	No	
3.3.2	30m PVC Hosereel Hose	No	
3.3.3	Hosereel Cover	No	
3.3.4	TGP Hose Nozzle	No	
3.3.5	Hose Clamps	No	
3.3.6	CP valve replacement	No	
3.3.7	CP valve wheel and nut	No	
3.3.8	CP Valve washer replacement	No	
3.3.9	Hosereel Stirrup	No	
3.3.16	J Clamps	No	
3.3.17	Safety pins	No	
3.3.18	Pin tie	No	
3.3.19	Pivot pin	No	
3.4	Refills		
3.4.1	Refilling of Dry Powder	kg	
3.4.2	Refilling of CO2	kg	
3.4.3	Refilling of Nitrogen Gas	kg	
3.4.4	Refilling of Foam	kg	
	AD-HOC ITEMS TO ENSURE COMPLIANCE TO REGULATIONS		
4	FIRE SAFETY SIGNAGE (Rate per unit Only) All signage to be compliant with the visible SANS mark		
4.1	Photoluminescent Signs in Aluminium Frame		
4.1.1	190mm x 190mm Single Sided Sign	No	
4.1.2	190mm x 380mm Single Sided Signs	No	
4.1.3	190mm x 380mm Double Sided Signs	No	
4.1.4	190mm x 570mm Single Sided Signs	No	
4.1.5	190mm x 570mm Double Sided Signs	No	
4.1.6	190mm x 760mm Single Sided Signs	No	
4.1.7	190mm x 760mm Double Sided Signs	No	
4.1.8	290mm x 290mm Single Sided Sign	No	
4.1.9	290mm x 580mm Single Sided Sign	No	
4.1.10	290mm x 580mm Double Sided Sign	No	
4.1.11	290mm x 870mm Single Sided Signs	No	
4.1.12	290mm x 870mm Double Sided Signs	No	
4.2	Chromadek (Exterior) Signs		
4.2.1	290mm x 290mm Wall Mount Sign	No	
4.2.2	440mm x 440mm Wall Mount Sign	No	
4.3	Miscellaneous (Rate per unit Only)		
	Items below that may be found faulty on site and would need to be replaced or repaired		
4.3.1	Super Sound Unit complete	No	
4.3.2	Supersound Canisters	No	
4.3.3	Register Holder	No	
4.3.4	Site Instructions Document	No	

4.3.5	Single Steel Extinguisher Cabinet	No	
4.3.6	Hosereel Steel Cabinet	No	
4.3.8	Steel Keybox	No	
4.3.9	Cabinet Key	No	
4.3.10	Cabinet Break Glass	No	
4.3.12	Repainting with signal red and refurbishment of Trolley units and CO2 Cylinders , Hose reels and Cabinets	No	
4.3.13	Repainting with signal red and refurbishment of fire extinguishers and Hydrants	No	
4.3.14	Instruction label	No	
5	SERVICING OF SMOKE DETECTION, GAS SUPPRESSION, SPINKLER SYSTEM AND PUBLIC ADDRESS SYSTEM.		
5.1	Servicing of systems that will need to be facilitated on a 6 monthly basis		
5.1.1	Smoke Detection	No	
5.2	Servicing of Systems that will need to be facilitated on 3 Monthly basis		
5.2.1	Gas Suppression System	No	
5.3	Servicing of Systems that will need to be facilitated on an Annual basis		
5.3.1	Sprinkler System	No	
5.4	Misc - Sprinkler System		
5.4.1	15mm x 68 degree upright sprinkler head (Red)	No	
5.4.2	15mm x 68 degree pendant sprinkler head (Red)	No	
5.4.3	15mm x 141 degree upright sprinkler head (Blue)	No	
5.4.4	15mm x 141 degree pendant sprinkler head (Blue)	No	
5.4.5	Attend to water leaks and water pressure. (Hourly Rate)	hour	
6	PRELIMINARY AND GENERAL (Rate Only)		
	To be used for an emergency call out or additional works only. Pre approval required.		
6.1	Travelling (LDV 4X2) <i>(for Emergency Call-out and Additional Travelling. Not for normal service and maintenance)</i>	km	
6.2	Overnight Accommodation P/Team P/Night <i>(for Emergency Call-out and Additional Travelling. Not for normal service and maintenance)</i>	Per Night	

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

A fire equipment maintenance and servicing contract is required to keep all fire and emergency equipment within NTCSA at an acceptable standard and condition as required by the Occupational Health and Safety act 85 of 1993, National Building Regulation no.103 of 1977 and SANS 1475 Production of Reconditioned Fire Fighting equipment. Maintenance and inspections performed shall be on an as and required basis. Schedules for routine maintenance will be stipulated under description of the services.

This contract will render a service to the NTCSA Real Estate property portfolio within the KwaZulu Natal province which includes the Eastern Grid (consisting of 21 substations, 1 regional office and 4 Customer Load Network (CLN), as well as Transmission Telecoms (consisting of 2 telecoms offices) for a period of 36 months on an as and when required basis.

This will include provision of **labor and equipment and its maintenance**.

1.2 Employer's requirements for the service

The Contractor will be expected to perform the following activities: -

Extinguishers

- Extinguisher is to be removed from its position and replaced with serviceable one.
- Extinguisher to be stripped.
- Extinguisher is to be inspected for any defects, such as rust, cracks etc.
- Extinguisher hoses that have deteriorated from exposure to the elements are to be replaced.
- Extinguisher gauges are to be checked and calibrated.
- Extinguishers that have faded or slightly rusted areas are to be sandblasted and repainted and all decals replaced.
- Extinguishers are to be pressure tested.
- Extinguishers are to be supplied with pressure test certificates post service.
- Extinguishers are to be replaced with decal sticker showing when next service is due.
- Ensure Hydrostatic testing of CO2 extinguishers with Certificate when required.
- Inspect stickers to be added indicating next service date.
- Ensure Fire extinguisher bracket mountings are in place and in good condition.
- Inspect extinguisher trolleys, repair where necessary.

Hose Reels

- Hose reels are to be inspected and replaced when necessary.
- Inspect isolation valves functionality and repair or replace when defective.
- Hoses are to be checked for deterioration.
- Nozzles are to be checked if still in place.
- Leaking seals are to be replaced.

Hydrants

- Hose connection seals are to be checked if in place
- Hydrant to be checked for leaks.
- Hydrant to be Flushed.
- Fire hoses are to be inspected and replaced if required.
- Fire hydrants need to be provided with a length of appropriate fire hose 24 meters or 30 meters and a spray nozzle.
- The pump must be checked to ensure it is giving rated pressure.

Detection and Alarms

- All stand-alone fire detectors and alarms are to be tested and if necessary replaced.
- Check if the system is working correctly. Record faults and failures, and fix.
- Test all detectors, as well as smoke and flame detectors. Make sure to calibrate alarm sensors.
- Check any physical damages to any component part and fix where necessary.

1.2.1 Area of applicability

This scope shall be applicable to all sites listed below:

Area	Site Name	Address	Purpose
Empangeni	Empangeni Depot	2 Bronze Street, Empangeni	Depot
Empangeni	Impala Substation Armed NKP	-28 45.952 31 56.803	Sub Station
Empangeni	Athene Substation Armed NKP	-28 45.483 31 55.633	Sub Station
Empangeni	Invubu Substation	-28 41.304 32 2.19	Sub Station
Empangeni	Rabbit substation		Sub Station
Ladysmith	Danskraal Depot	-28 33.917 29 50.083	Depot
Ladysmith	Bloukrans Substation	-28 45.6 29 51.1	Sub Station
Ladysmith	Danskraal Substation	-28 33.917 29 50.083	Sub Station
Ladysmith	Tugela Substation	-28 34.8 29 19.3	Sub Station
Ladysmith	Venus Substation	-28 56.28 29 50.744	Sub Station
Ladysmith	Ingula Substation	-	Sub Station
Ladysmith	Drakensberg		Sub Station
Pinetown	Pinetown Depot		Depot
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		Depot
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	Umfolozi 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
Shelly Beach	Shelly Beach/Hibberdene Telecoms office	Hibberdene CNC	Office
Empangeni	Empangeni Telecoms office	Empangeni CNC, 1 Bronze Street, Empangeni	Office

Got 30 sites here

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
NTCSA	National Transmission Company South Africa
CLN	Customer Load Network
KPI	Key Performance Indicator

2 Management strategy and start up.

2.1 The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

2.2 Management meetings

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

Title and purpose	Appointment times and interval	Location	Attendance by
Opening and kick off meeting	2 hours when required	NTCSA Westville offices, other NTCSA sites and Microsoft team.	Employers' Agent or delegated representative, contractor
Risk register and compensation events	1.5 hours when required	NTCSA Westville offices, other NTCSA sites and Microsoft team.	Employers' Agent or delegated representative, contractor
Overall Contract progress	Monthly/Quarterly 2 hours	NTCSA Westville offices, other NTCSA sites and Microsoft team.	Employers' Agent or delegated representative, contractor
Closure meetings	2 hours, at the end of the contract	NTCSA Westville offices, other NTCSA sites and Microsoft team.	NTCSA Westville offices, other NTCSA sites and Microsoft team.

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

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

2.3 Contractor's management, supervision and key people

The Contractor is to submit an organogram showing all key people involved in the contract 1 day after contract award.

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2.5 Documentation control

All correspondence is to be addressed to the Service Manager with a sequential numbering system via email,

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4710303126;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

2.7 Contract change management

Where standard forms are available they should be used

2.8 Records of Defined Cost to be kept by the Contractor

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

2.9 Insurance provided by the Employer

N/A

2.10 Training workshops and technology transfer

N/A

2.11 Design and supply of Equipment

N/A

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

2.12.1 Equipment

N/A

2.12.2 Information and other things

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

The Contractor shall therefore comply with all the health and safety requirements as prescribed in the;

“Provision of Fire Equipment Inspection, Repairs, Testing and Maintenance for East Grid

“. Contract for Eskom Holdings SOC Ltd (NTCSA- East Grid) and SHE Specification” attached to this document.

Annexure B: Acknowledgement Form for the Eskom SHE Rules and other requirements 240-43921804

Driver and Vehicle Safety Management Procedure 240-62946386

Occupational Health and Safety Act: Regulations: Hazardous Chemical Agents 2021-Transportation of Dangerous goods.

Occupational Health and Safety Act 85:1993- Pressure Equipment Regulations

32-123 Eskom Standard for Emergency Planning

LIFE-SAVING RULES

Eskom's Life-saving Rules are safety rules which shall not be broken under any circumstances. It must be highlighted that Eskom takes a ZERO TOLERANCE stance to the violation of these rules. Life-saving Rules apply to all Eskom employees, including, subsidiaries, agents, consultants, contractors and to any person entering Eskom sites.

Rule 1: Open, Isolate, test, earth, and create an equipotential zone before touch

Rule 2: Hook up at height

Rule 3: Buckle up

Rule 4: Be sober

Rule 5: Ensure that you have a permit to work

Rule 6: Ensure Safe Live Working

SHEQ REQUIREMENTS:

In compliance to Eskom's SHEQ Policy, the Contractor must ensure:

- Commitment to safety, health and environmental excellence.
- Conduct business with respect and care for people and minimise or avoid impact on the environment.
- Compliance to Occupational health and safety legislation, conditions of Environmental Authorisations and requirements set out in environmental management plans.

The Maintenance of Fire Extinguishers for National Transmission Company of South Africa (NTCSA) East Grid Substations for a Period of 36 months

- Acceptance that all injuries and occupational illnesses, as well as safety and environmental incidents are preventable.
- Report, respond to, investigate, close-out, and share learning from safety and environmental incidents.
- That SHE is an integral part of your operations and that:
- No operating condition, or urgency of service, can justify endangering the life of anyone or cause injury or damage to the environment.
- Eskom Life Saving Rules

Ensure compliance with Occupational health and Safety legal and other Requirements and as well with Food Safety Requirements.

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

3.2 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints [The supply shall consult the Environmental Requirements Pro Forma with tender pack, generate transportation EMP for deliveries across the province which will detail contacts in case of an emergency or accident, and suppliers need to comply to the Waste Management Act, NEM Act and to the Road Traffic Act. With regards to the transportation of Fire equipment with chemicals on public roads. Also use registered disposal sites which issue dumping certificates Annexure

The *Contractor* shall comply with the environmental criteria and constraints stated in the environmental requirements pack

3.3 Quality assurance requirements

Please see attached quality requirements

4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1 People

4.1.1 Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

N/A

4.2.2 Subcontract documentation, and assessment of subcontract tenders

N/A

4.2.3 Limitations on subcontracting

N/A

4.2.4 Attendance on subcontractors

N/A

4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

N/A

4.3.3 *Contractor's* procurement of Plant and Materials

N/A

4.3.4 Tests and inspections before delivery

N/A

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

N/A

4.3.6 Cataloguing requirements by the *Contractor*

N/A

5 Working on the Affected Property

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

The *Contractor* and all of his staff shall undergo NTCSA induction prior to entering the Affected Property.

5.1.1 Roads and Vehicles

- All vehicles used on site, by the *Contractor* will be compliant with NTCSA Standards.
- All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.
- Drivers of vehicles in the NTCSA Property will be required to obtain an NTCSA Driver Permit.

5.1.2 Security

- The *Contractor's* staff will be subject to all security measures, rules and regulations of the NTCSA Security Services
- Vehicles and staff agree and accept the searching of all staff, bags, briefcases and vehicles.

5.1.3 Access to and Departure from the Site

- Access to the site will be via the main security gate. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.

- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- All persons entering NTCSA sites are subjected to alcohol testing.

5.1.4 Temporary Gate Permits

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

5.1.5 Removal

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

5.2 People restrictions, hours of work, conduct and records

- The Contractor is responsible for the provision of meals of his own personnel, and the cost thereof.
- The Contractor is responsible for the provision of transportation for all personnel to site, from site and on Site.
- The Contractor is responsible for the training and development of his staff whilst employed by the Employer.
- The Contractor keeps records of his people working on the Affected Property, including those of his SubContractors and the Service Manager shall have access to these records at any time.
- The contractor shall, two weeks before commencement of the contract, provide valid police clearance documents for all employees who will access East Grid sites. The police clearance certificate is valid for a year from date of issue. The contractor shall provide valid police clearance documents yearly to East Grid Security for all employees and ensure that copies thereof are placed in the contractor site file.
- The contractor shall provide certified copies of identity documents, which are not older than 90 days for all employees, two weeks before commencement of the contract.

5.3 Health and safety facilities on the Affected Property

Contractor to provide own Emergency preparedness procedure and align to site emergency procedure

5.4 Environmental controls, fauna & flora

N/A

5.5 Cooperating with and obtaining acceptance of Others

The Contractor will cooperate with the Service Manager, his delegates and support structures, in matters relating to this contract.

The Contractor will cooperate with the management staff of the Affected Property.

The Contractor will cooperate with all statutory authorities or inspection agencies.

5.6 Records of *Contractor's* Equipment

N/A

5.7 Equipment provided by the *Employer*

N/A

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

This is a mandatory cross reference form clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

5.8.2 Provided by the *Contractor*

Describe what the *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. Also state what happens to these facilities upon completion of the contract.

5.9 Control of noise, dust, water and waste

Comply to the Occupational Health and Safety Act, Act 85 of 1993 and the applicable Regulations relating to noise and dust. The Water Act, Act 54 of 1956 for water and the Waste Act, Act 107 of 1998

Having due regard for local communities and dwellings, the *Contractor* shall restrict any of his operations which result in undue noise disturbance to those communities and dwellings.

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*.

The management of solid waste on site shall be strictly controlled and monitored. Only accepted waste disposal methods shall be allowed; Littering shall be avoided;

(a) Domestic waste

Metal refuse bins or equivalent plastic refuse bins, all with lids, shall be provided by the *Employer* for all buildings. Refuse shall be collected and removed by the *Contractor* from all dining and kitchen facilities on a daily basis to the central waste disposal area.

(b) Organic waste

Refuse from food preparation and eating areas shall be collected and removed daily. Organic Waste shall be disposed of as per Domestic Waste.

(c) Used oil and grease

Used oil and/or grease shall be removed from site and sold to an accepted used oil recycling company.

(d) Hazardous waste

All hazardous waste shall be disposed of in an accepted hazardous waste disposal site and a disposal certificate supplied to the *Service Manager*.

5.10 Hook ups to existing works

Should the *Contractor* require interfacing his equipment to the Affected Facility, this will be done at the *Contractor's* cost based on approval by the *Service Manager*.

Compliance to the Eskom Life Saving procedure and Work at Height Standard, 32-418.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

5.11.2 Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

6 List of drawings

6.1 Drawings issued by the *Employer*

N/A