

NEC3 Term Service Contract (TSC3)

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

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

**for Testing and Servicing of Live Working Lifting
Equipment and Machines on an As and When
Required Basis for Live Line Services at Apollo and
Centralised Services for a Period of Five (5) Years.**

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:

Testing and Servicing of Live Working Lifting Equipment and Machines on a As and When Required Basis for Live Line Services at Apollo and Centralised Services for a Period of Five (5) Years.

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [•]
	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*.

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 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

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*

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
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	NTCSA SOC Ltd (reg no: 2021/539129/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	TBC
10.1	The <i>Service Manager</i> is (name):	TBC
	Address	TBC
	Tel	TBC
	Fax	TBC
	e-mail	TBC
11.2(2)	The Affected Property is	Lifting equipment and machines and items

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

		listed in Part C of this Contract document.
11.2(13)	The <i>service</i> is	Testing and Servicing of Live Working Lifting Equipment and Machines for a Period of Five (5) Years
11.2(14)	The following matters will be included in the Risk Register	- Poor quality testing or servicing might lead to failure of lifting equipment or machine, safety risk and non-compliance. - Competency and certification validity of Lifting Machine Inspector (LMI) and Lifting Machine Entity (LME), affecting periodic maintenance. - Failure of lifting equipment or machine during load testing, leading to higher replacement costs. - Lifting equipment or machine Defects affecting inspection and load testing, resulting in non-compliance with the statutory requirements. Note: Any other risks will be included in the Risk Register.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents 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	Five (5) working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	The date in which the contract number is issued
30.1	The <i>service period</i> is	Sixty (60) months from the Contract Date.
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25 th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	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.
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. None
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	Four (4) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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	Gauteng, 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	CPA will be applicable to the agreement within a period of sixteen (16) months from the base date using SEIFSA indices.		
X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	a month before the tender closing date.		
		proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.15	non-adjustable	
1.00				
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X13	Performance bond			
X13.1	The amount of the performance bond is	10% of the total contract value.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Part 3: Scope of Work		
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 - 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	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • 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	Twenty-four (24) 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	Five (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 *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 86
by the
Employer

86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z14 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is

required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented,

on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the Contractor

[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: Job	

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

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	

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Service Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his Supplier Development Localisation and Industrialisation (SDL&I) Obligations by providing the *Employer* with an SDL&I Guarantee.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)*(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)*

NTCSA SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No. [●] *[Drafting Note: Bank reference number to be inserted]*

Date:

Dear Sirs

Performance **Bond – Demand Guarantee:** *[Drafting Note: Name of Contractor to be inserted]*

Project [] Contract Reference: *[Drafting Note: Contractor contract reference number to be inserted]*

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
 - 1.2 “Bank’s Address” - means [●]; *[Drafting Note: Bank’s physical address to be inserted]*
 - 1.3 “Contract” – means the written agreement relating to the Services, entered into between NTCSA and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*
 - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Contractor to be inserted]*
 - 1.5 “NTCSA” - means National Transmission Company South Africa SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2021/539129/30].
 - 1.6 “Expiry Date” - means the earlier of
 - the date that the Bank receives a notice from NTCSA stating that all amounts due from the Contractor as certified in terms of the contract have been received by NTCSA and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by NTCSA
 - 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
 - 1.8 “Services” - means [insert as applicable.].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of NTCSA, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to NTCSA, on written demand from NTCSA received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
 - 3.1 be signed on behalf of NTCSA by a Group Executive, Divisional Executive, Senior General

Manager or its delegate;

- 3.2 state the amount claimed ("the Demand Amount");
- 3.3 state that the Demand Amount is payable to NTCSA in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between NTCSA and the Contractor.
6. NTCSA shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should NTCSA cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then NTCSA shall be entitled to cede to such third party the rights of NTCSA under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to NTCSA and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the *price list*

BILL NUMBER 1: PRELIMINARIES AND GENERALS (APPLICABLE TO WHOLE OF WORKS)				
ITEM NO.	DESCRIPTION	FIXED-RELATED ITEMS	TIME-RELATED ITEMS	AMOUNT
1	Site Establishment and De-establishment			R
2	Contractual Requirement			R
3	Prepare and submit method statement.			R
4	Prepare and submit quality control plan.			R
5	Prepare and submit final reports including findings, test results, and relevant documents such as certifications, appointment, etc.			R
6	Prepare and submit a schedule with due dates before execution commences.			R
7	Health and Safety			
7.1	Personal Protection Equipment			R
7.2	Safety File - Once off			R
8	Transportation			
8.1	Transportation of employees in compliance with the Transportation of employees procedure.			R
8.2	Transportation of lifting equipment or machine or tackle in compliance with the transportation procedure of ESKOM.			R
9	Accommodation			
9.1	Living accommodation.			R
TOTAL - carried forward to FINAL SUMMARY				R

BILL NUMBER 2: SIX (6) MONTHLY INSPECTION THE FOLLOWING ARE LIFTING MACHINE OR EQUIPMENT FOR 6 MONTHLY INSPECTIONS, SERVICING AND REPAIRS INCLUDING FINAL REPORTS WITH FINDINGS AND TEST RESULTS.					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
	For Lifting Machine or Equipment in Bela Bela, Limpopo Province:				
1	3.2 Ton Lever Hoist	Each	1		R
2	Hydraulic suspension unit	Each	1		R
3	Hydraulic crimping press (head)	Each	1		R
4	Generator power pack (CPU)	Each	1		R

	For lifting machine or equipment in Cradock, Eastern Cape Province:				
5	0.8 Ton Lever Hoist (Chain and nylon with insulating handle. 0.8 Ton Kito)	Each	10		R
6	1.6 Ton Lever Hoist (Chain and nylon with insulating handle. 1.6 Ton Vital)	Each	3		R
7	3.2 Ton Lever Hoist (Chain and nylon with insulating handle. 3.2 Ton Kito)	Each	9		R
8	6.3 Ton Lever Hoist (Chain and nylon with insulating handle. 6.3 Ton Vital)	Each	3		R
9	Hydraulic suspension unit (AF Hydraulics)	Each	2		R
10	Hydraulic crimping press (head) - CO - 100S	Each	1		R
11	Generator power pack (CPU) - IZUMI Engine driven hydraulic pump. Model HPE-4	Each	1		R
	For lifting machine or equipment in Kimberley, Northern Cape Province:				
12	0.25 Ton Lever Hoist	Each	2		R
13	0.75 Ton Lever Hoist	Each	4		R
14	1.5 Ton Lever Hoist	Each	3		R
15	3.2 Ton Lever Hoist	Each	3		R
16	6.3 Ton Lever Hoist	Each	1		R
17	Generator power pack (CPU)	Each	1		R
18	Hydraulic crimping press (head)	Each	1		R
19	Hydraulic cutter head	Each	1		R
	For lifting machine or equipment in Newcastle, KwaZulu Natal Province:				
20	0.75 Ton Lever Hoist	Each	1		R
21	1.5 Ton Lever Hoist	Each	2		R
22	3.2 Ton Lever Hoist	Each	4		R
23	6.3 Ton Lever Hoist	Each	3		R
24	Hydraulic crimping press (head)	Each	2		R
25	Generator power pack (CPU)	Each	1		R
	For lifting machine or equipment in Simmerpan, Gauteng Province:				
26	0.75 Ton Lever Hoist	Each	2		R
27	1.5 Ton Lever Hoist	Each	2		R
28	3.2 Ton Lever Hoist	Each	2		R
29	6.3 Ton Lever Hoist	Each	3		R
30	Hydraulic suspension unit	Each	1		R
31	Hydraulic crimping press (head)	Each	4		R
32	Generator power pack (CPU) HPE-4M and 825 Series	Each	2		R
	For lifting machine or equipment in Stikland, Western Cape Province:				

33	0.75 Ton Lever Hoist	Each	4		R
34	1.5 Ton Lever Hoist	Each	4		R
35	3.2 Ton Lever Hoist	Each	4		R
36	6.3 Ton Lever Hoist	Each	4		R
37	Aerial devices insulated and non-insulated / Mobile elevated work platform	Each	1		R
38	Generator power pack (CPU)	Each	2		R
39	Hydraulic suspension unit	Each	2		R
40	Hydraulic crimping press (head)	Each	2		R
	For lifting machine or equipment in Witbank, Mpumalanga Province:				
41	0.5 Ton Lever Hoist	Each	4		R
42	0.8 Ton Lever Hoist	Each	2		R
43	1.6 Ton Lever Hoist	Each	9		R
44	3.2 Ton Lever Hoist	Each	6		R
45	6.3 Ton Lever Hoist	Each	4		R
46	Hydraulic suspension unit	Each	4		R
47	Hydraulic crimping press (head)	Each	3		R
48	Generator power pack (CPU)	Each	3		R
TOTAL - carried forward to FINAL SUMMARY					R

BILL NUMBER 3: ANNUAL TESTING

THE FOLLOWING ARE LIFTING MACHINE OR EQUIPMENT FOR ANNUAL TESTING INCLUDING SERVICING/REPAIRS AND FINAL REPORTS WITH FINDINGS AND TEST RESULTS.

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
	For Lifting Machine or Equipment in Bela Bela, Limpopo Province:				
1	3.2 Ton Lever Hoist	Each	1		R
2	Hydraulic suspension unit	Each	1		R
3	Hydraulic crimping press (head)	Each	1		R
4	Generator power pack (CPU)	Each	1		R
5	Hydraulic truck mounted crane	Each	1		R
6	Hydraulic cutter head	Each	1		R
	For lifting machine or equipment in Cradock, Eastern Cape Province:				
7	0.8 Ton Lever Hoist (Chain and nylon with insulating handle. 0.8 Ton Kito)	Each	10		R
8	1.6 Ton Lever Hoist (Chain and nylon with insulating handle. 1.6 Ton Vital)	Each	3		R
9	3.2 Ton Lever Hoist (Chain and nylon with insulating handle. 3.2 Ton Kito)	Each	9		R
10	6.3 Ton Lever Hoist (Chain and nylon with	Each	3		R

	insulating handle. 6.3 Ton Vital)				
11	Hydraulic suspension unit (AF Hydraulics)	Each	2		R
12	Hydraulic crimping press (head) - CO - 100S	Each	1		R
13	Generator power pack (CPU) - IZUMI Engine driven hydraulic pump. Model HPE-4	Each	1		R
14	Calibration of load cell or dynamometer (NOTE: once every three years)	Each	1		R
	For lifting machine or equipment in Kimberley, Northern Cape Province:				
15	0.25 Ton Lever Hoist	Each	2		R
16	0.75 Ton Lever Hoist	Each	4		R
17	1.5 Ton Lever Hoist	Each	3		R
18	3.2 Ton Lever Hoist	Each	3		R
19	6.3 Ton Lever Hoist	Each	1		R
20	Generator power pack (CPU)	Each	1		R
21	Hydraulic crimping press (head)	Each	1		R
22	Hydraulic cutter head	Each	1		R
	For lifting machine or equipment in Newcastle, KwaZulu Natal Province:				
23	0.75 Ton Lever Hoist	Each	1		R
24	1.5 Ton Lever Hoist	Each	2		R
25	3.2 Ton Lever Hoist	Each	4		R
26	6.3 Ton Lever Hoist	Each	3		R
27	Hydraulic crimping press (head)	Each	2		R
28	Generator power pack (CPU)	Each	1		R
29	Hydraulic cutter head	Each	2		R
30	Hydraulic hand pump	Each	2		R
31	Rope Block 3.2 T	Each	4		R
32	Calibration of load cell or dynamometer. (Once a year)	Each	1		R
	For lifting machine or equipment in Simmerpan, Gauteng Province:				
33	0.75 Ton Lever Hoist	Each	2		R
34	1.5 Ton Lever Hoist	Each	2		R
35	3.2 Ton Lever Hoist	Each	2		R
36	6.3 Ton Lever Hoist	Each	3		R
37	Hydraulic suspension unit	Each	1		R
38	Hydraulic crimping press (head)	Each	4		R
39	Hydraulic cutter head	Each	1		R
40	Hydraulic hand pump	Each	2		R
41	Generator power pack (CPU) HPE-4M and 825 Series	Each	2		R

For lifting machine or equipment in Stikland, Western Cape Province:					
42	0.75 Ton Lever Hoist	Each	4		R
43	1.5 Ton Lever Hoist	Each	4		R
44	3.2 Ton Lever Hoist	Each	4		R
45	6.3 Ton Lever Hoist	Each	4		R
46	Aerial devices insulated and non-insulated / Mobile elevated work platform	Each	1		R
47	Generator power pack (CPU)	Each	2		R
48	Hydraulic suspension unit	Each	2		R
49	Hydraulic crimping press (head)	Each	2		R
50	Hydraulic truck mounted crane	Each	1		R
51	Hydraulic cutter head	Each	2		R
52	Hydraulic hand pump	Each	2		R
For lifting machine or equipment in Witbank, Mpumalanga Province:					
53	0.5 Ton Lever Hoist	Each	4		R
54	0.8 Ton Lever Hoist	Each	2		R
55	1.6 Ton Lever Hoist	Each	9		R
56	3.2 Ton Lever Hoist	Each	6		R
57	6.3 Ton Lever Hoist	Each	4		R
58	Hydraulic suspension unit	Each	4		R
59	Hydraulic crimping press (head)	Each	3		R
60	Generator power pack (CPU)	Each	3		R
61	Aerial devices insulated and non-insulated / Mobile elevated work platform	Each	1		R
62	Hydraulic truck mounted crane	Each	1		R
63	Hydraulic cutter head	Each	2		R
64	Hydraulic hand pump	Each	3		R
65	50m reeving block (3X3 Braided steel wire rope on reel)	Each	4		R
66	Calibration of load cell or dynamometer. (Once a year)	Each	1		R
TOTAL - carried forward to FINAL SUMMARY					R

BILL NUMBER 4: PROVISIONAL SUMS (indicate if required but will only be granted if approved by the Employer)

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Provide the sum of R _____ for the annual testing, inspection and servicing of lifting machines, equipment or tackle not included in the Service Information or Price List.	Each	1		R
2	Profit (@ 10%)	Each	0.1		R

TESTING AND SERVICING OF LIVE WORKING LIFTING EQUIPMENT AND MACHINES ON AN AS AND WHEN REQUIRED BASIS
FOR LIVE LINE SERVICES AT APOLLO AND CENTRALISED SERVICES FOR A PERIOD OF FIVE (5) YEARS.

3	Attendance (@ 5%)	Each	0.05		R
TOTAL - carried forward to FINAL SUMMARY					R

FINAL SUMMARY		
BILL NO	DESCRIPTION	AMOUNT
1	PRELIMINARIES AND GENERALS (APPLICABLE TO WHOLE OF WORKS)	R
2	6 MONTHLY INSPECTION	R
3	ANNUAL TESTING	R
4	PROVISIONAL SUMS	R
TOTAL OF THE PRICES (EXCLUDING VAT)		R

The total of the Prices

PART 3: SCOPE OF WORK

C3.1: *EMPLOYER'S* SERVICE INFORMATION

Contents

Part 3: Scope of Work	31
C3.1: <i>Employer's</i> Service Information	32
1 Description of the <i>service</i>	34
1.1 Executive overview	34
1.2 <i>Employer's</i> requirements for the <i>service</i>	34
1.3 Interpretation and terminology	34
2 Management strategy and start up	35
2.1 The <i>Contractor's</i> plan for the <i>service</i>	35
2.2 Management meetings	35
2.3 <i>Contractor's</i> management, supervision and key people	35
2.4 Provision of bonds and guarantees	35
2.5 Documentation control	36
2.6 Invoicing and payment	36
2.7 Contract change management	36
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	37
2.9 Insurance provided by the <i>Employer</i>	37
2.10 Training workshops and technology transfer	37
2.11 Design and supply of Equipment	37
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	37
2.12.1 Equipment	37
2.12.2 Information and other things	37
2.13 Management of work done by Task Order	37
3 Health and safety, the environment and quality assurance	38
3.1 Health and safety risk management	38
3.2 Environmental constraints and management	38
3.3 Quality assurance requirements	38
4 Procurement	40
4.1 People	40
4.1.1 Minimum requirements of people employed	40
4.1.2 BBBEE and preferencing scheme	40
4.1.3 Supplier Development Localisation & Industrialisation (SDL&I)	40
4.2 Subcontracting	41
4.2.1 Preferred subcontractors	41
4.2.2 Subcontract documentation, and assessment of subcontract tenders	41
4.2.3 Limitations on subcontracting	41

4.2.4 Attendance on subcontractors	41
4.3 Plant and Materials	41
4.3.1 Specifications	41
4.3.2 Correction of Defects	41
4.3.3 <i>Contractor's</i> procurement of Plant and Materials	41
4.3.4 Tests and inspections before delivery	41
4.3.5 Plant & Materials provided "free issue" by the <i>Employer</i>	42
4.3.6 Cataloguing requirements by the <i>Contractor</i>	42
4.3.7 Low service damages	42
5 Working on the Affected Property	44
5.1 <i>Employer's</i> site entry and security control, permits, and site regulations	44
5.2 People restrictions, hours of work, conduct and records	44
5.3 Health and safety facilities on the Affected Property	44
5.4 Environmental controls, fauna & flora	44
5.5 Cooperating with and obtaining acceptance of Others	44
5.6 Records of <i>Contractor's</i> Equipment	44
5.7 Equipment provided by the <i>Employer</i>	44
5.8 Site services and facilities	44
5.8.1 Provided by the <i>Employer</i>	44
5.8.2 Provided by the <i>Contractor</i>	45
5.9 Control of noise, dust, water and waste	45
5.10 Hook ups to existing works	45
5.11 Tests and inspections	45
5.11.1 Description of tests and inspections	45
5.11.2 Materials facilities and samples for tests and inspections	45
6 List of drawings	46
6.1 Drawings issued by the <i>Employer</i>	46
6.2 Documents issued by the <i>Employer</i>	46
6.3 Publicly available documents	46

1 Description of the service

1.1 Executive overview

Live line work is a specialised field in which all lifting equipment, machines and tackle used to perform live line work on the overhead transmission lines need to be regularly inspected, tested and serviced to ensure it is functional and safe for use for the live work personnel. Therefore, it is crucial that the Live Line lifting equipment, machines and tackles are maintained as stipulated in the Occupational Health and Safety (OHS) Act 85 of 1993.

1.2 Employer's requirements for the service

The National Transmission Company South Africa (NTCSA) live work standard requires that all its live working lifting equipment, machines and tackle be inspected, tested and serviced in accordance with the in the Driven Machinery Regulations of the OHS Act 85 of 1993, and be in compliance with this act and the live work standards.

The *Contractor* shall carry out the works as per the provided Scope of Work (SOW) with the following document number: 559-337041637.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
GR	Good Receipt
GRN	Goods Receipt Number
N/A	Not Applicable
NEC	New Engineering Contract
NTCSA	National Transmission Company South Africa
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
SDL&I	Supplier Development, Localisation, and Industrialisation
SEN	Service Entry Number
SMS	Short Message Service
SOW	Scope of Work
TSC	Term Service Contract

2 Management strategy and start up.

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

The *Contractor* is required to submit a plan for *service* within five (5) days after receiving a work instruction or Task Order from the *Service Manager*.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	TBC	Site offices or Microsoft Teams	<i>Employer, Service Manager</i> or his/her representatives, <i>Contractor</i> and their representatives.
Risk register and compensation events	TBC	Site offices or Microsoft Teams	<i>Employer, Service Manager</i> or his/her representatives, <i>Contractor</i> and their representatives.
Overall contract progress and feedback	TBC	Site offices or Microsoft Teams	<i>Employer, Service Manager</i> or his/her representatives, <i>Contractor</i> and their representatives.

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

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

2.3 *Contractor's* management, supervision and key people

The *Contractor's* staff will ensure that they restrict their movements on the *Employer's* premises to only those areas pointed out to them during the *Employer's* Induction Training intervention. The *Contractor* will keep the *Employer* updated regarding any changes to employees which are involved in performing the *service*. This include providing the *Employer* with an up-to-date company organogram and proof of relevant certification to perform the *service*.

NB: At National Key Points and NTCSA sites vetting of all employees is a requirement.

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

The standard NEC3 TSC3 forms, letters, templates must be used when issuing official communication.

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

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;
- Good Receipt Number (GRN) / Service Entry Number (SEN)

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

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 Eskom NTCSA through the parked invoice report.

2.7 Contract change management

All works shall be done in accordance with NTCSA's policies, standards and SOW provided. No deviation from any SOW or Service Information will be accepted unless requested through the *Service Manager* and approved in writing.

Changes to the contract will be notified and addressed as per the NEC3 – TSC3. Modifications to the work/service can only resume once approval is obtained and as instructed by the *Service Manager* or his/her representative.

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

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

2.9 Insurance provided by the *Employer*

This shall be as stipulated in the Contract Data.

2.10 Training workshops and technology transfer

None.

2.11 Design and supply of Equipment

This shall be as stipulated in the SOW: 559-337041637.

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

2.12.1 Equipment

- All and any equipment, machine, tackle or tools in the possession of the Contractor that belong to NTCSA.

2.12.2 Information and other things

- Completion certificates
- Data sheets
- Service and maintenance Logbooks

2.13 Management of work done by Task Order

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

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

Notification to be given to the relevant NTCSA Site Supervisor and *Service Manager* prior to any work being undertaken.

If the *Contractor* produces substandard work the *Employer* can:

- Insist the *Contractor* corrects the Defect to provide the quality specified in the Service Information.
- Recover the cost of having it corrected by other people if the *Contractor* fails to correct the Defect within the specified time.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

- The *Contractor* shall comply with the OHS specification for NTCSA.
- The *Contractor* shall implement the safety requirements that complies with the Health and Safety specifications and further uses the OHS Act as a guideline, subject to the *Service Manager's* acceptance.

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

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

The *Contractor* is to compile the complete Safety File according to the OHS Specification provided by NTCSA – Audit form in the Eskom Standard OHS Requirements 32-726 document and submit to NTCSA Services Risk and Safety Department.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in 240-110600836: Contractor environmental requirements proforma and 240-180100134: Environmental requirements for contractors and/or suppliers.

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

The *Contractor* shall comply with the environmental laws and regulations as well as criteria and constraints as provided at tender stage. The *Contractor* will take due care of to ensure compliance.

All environmental legal Liabilities and claims arising from the activities of the *Contractor* shall be for the *Contractor's* expense. The *Contractor* is required to have an understanding of Eskom's basic environmental principles and commitments.

3.3 Quality assurance requirements

- The contract shall be executed in line the Eskom Supplier Quality Management Specification, 240-105658000.
- *Contractor* shall continually comply to ISO 9001:2015 Quality Management Requirements Standard and shall ensure all contractual obligations are met.
- All materials shall be of the best quality and shall conform to the requirements of the Eskom standards.
- Storage and preservation of raw materials and consumables to be in line with product specification requirements and also comply with the Eskom Supplier Quality Management Specification, 240-105658000.
- Supplier shall comply to the Raising, Capturing, Monitoring, Trending and Close out of External Nonconformities Work Instruction, 240-180000564

TESTING AND SERVICING OF LIVE WORKING LIFTING EQUIPMENT AND MACHINES ON AN AS AND WHEN REQUIRED BASIS FOR LIVE LINE SERVICES AT APOLLO AND CENTRALISED SERVICES FOR A PERIOD OF FIVE (5) YEARS.

- Sub-contracted activities and material to be monitored to ensure compliance to the Eskom Supplier Quality Management Specification, 240-105658000.
- Periodic audits and internal assessments will be conducted in line with the Eskom Business Management Audit Standard, 240-53413860 to ensure that all contractual requirements are met.
- The *Contractor* submits in detail his proposed test and inspection plan to the Supervisor for acceptance before manufacturing and installation start. The *Contractor's* test and inspection plan includes detailed trenching records, witness points and hold points for critical activities.
- Tolerances are covered in the specifications.
- The *Contractor* develops and maintains a comprehensive register of documents that are generated on the contract including all quality related documents. The *Service Manager* indicates those documents to be submitted for information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register indicates the dates of issue of the documents with the *Service Manager* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply (except where stated otherwise) prior to such documents being used by the *Contractor*.
- The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, quality assurance and quality control co-ordination activities to ensure that the Works meet the standards stated in the Works Information. It includes a description of the *Contractor's* test and inspection activities, and check/test sheets. The *Employer's* specification QM58 contains the minimum requirements for the Quality Plan.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

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

4.1.2 BBBEE and preferencing scheme

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

4.1.3 Supplier Development Localisation & Industrialisation (SDL&I)

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.

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

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

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

SDL&I Retention and Performance Security

NTCSA will apply a retention of 2.5% of each invoice as a form of security to meet SDL&I obligations.

NTCSA will apply retention of 2.5% of each invoice as a form of security to meet SDL&I obligations.

For the duration of the contract, NTCSA will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the *Contractor* upon:

- NTCSA receiving the SDL&I progress report/s from the *Contractor*.
- Fulfilment of all SDL&I obligations by the *Contractor*.
- Submission of an approved compliance report by SDL&I Department.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not Applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not Applicable

4.2.3 Limitations on subcontracting

Not Applicable

4.2.4 Attendance on subcontractors

Not Applicable

4.3 Plant and Materials

4.3.1 Specifications

Any lifting machinery, equipment, tackle and/or material belonging to the *Employer* shall be released from site with the permission of the *Service Manager*.

4.3.2 Correction of Defects

Defect correction period is:

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

4.3.3 *Contractor's* procurement of Plant and Materials

Local material will be purchased and used for this project.

4.3.4 Tests and inspections before delivery

TESTING AND SERVICING OF LIVE WORKING LIFTING EQUIPMENT AND MACHINES ON AN AS AND WHEN REQUIRED BASIS FOR LIVE LINE SERVICES AT APOLLO AND CENTRALISED SERVICES FOR A PERIOD OF FIVE (5) YEARS.

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

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

Not Applicable

4.3.6 Cataloguing requirements by the *Contractor*

Not Applicable

4.3.7 Low service damages

The *Service Manager* will notify the *Contractor* in writing of any low service damages as per below table:

Item description	Low service damages criteria	Low service damages amount (penalty)
Work completion as stipulated in the Service Information and SOW.	Not within agreed time period or not completed as stipulated in the Service Information and SOW.	R2000 per Task Order per month
Delivery of lifting equipment/ machine/tackle and its associated tools	Not within agreed time period.	R2000 per Task Order per month
Submission of complete applicable documents e.g. certificate of compliance, test reports, test certificates, data sheets, service and maintenance logbooks, etc.	Non submitting the complete applicable or correct documents for the works as stipulated in the Service Information and SOW.	R2000 per event per month
Quality of completed works that conform to the requirements of the Service Information and SOW.	One or more repeated instances of substandard work that result in lifting machines/equipment/ tackle not being able to be used by the end users.	R3000 per event per month

5 Working on the Affected Property

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

To notify and verify with NTCSA as to when collection and/or delivery will take place. The *Employer* will arrange and confirm an agreed date, time and place for delivery. Goods to be delivered between 08:00 and 15:00 Monday to Thursday, as well as Friday between 08:00 and 12:00. No delivery will be accepted during weekends as well as holidays.

5.2 People restrictions, hours of work, conduct and records

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

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

5.3 Health and safety facilities on the Affected Property

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

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

5.4 Environmental controls, fauna & flora

Not Applicable

5.5 Cooperating with and obtaining acceptance of Others

Not Applicable

5.6 Records of *Contractor's* Equipment

Contractor shall have a tool and equipment registry for tracing purposes when entering and existing the site. Any additional equipment for the purpose of executing the work cannot be stored or left on site unless such is stipulated and agreed upon with the *Employer*.

5.7 Equipment provided by the *Employer*

No equipment shall be provided by the *Employer* to the *Contractor* to carry out the works.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

- Access
- Induction of employees

5.8.2 Provided by the *Contractor*

- PPE to handle equipment
- Vehicles and other facilities to load or offload equipment at the *Employer's* premises
- Equipment and tools required to carry out the works.

5.9 Control of noise, dust, water and waste

Not Applicable

5.10 Hook ups to existing works

Not Applicable

5.11 Tests and inspections**5.11.1 Description of tests and inspections**

This will be as stipulated in the SOW: 559-337041637.

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

5.11.2 Materials facilities and samples for tests and inspections

This will be as stipulated in the SOW: 559-337041637.

6 List of drawings

6.1 Drawings issued by the *Employer*

Not Applicable

6.2 Documents issued by the *Employer*

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

Document number	Revision	Title
559-337041637	1	Scope of Work for Testing and Servicing of Live Working Lifting Equipment and Machines
240-60725816	4	Standard for Transmission High Voltage Live Working
240-76222282	3	Care, Inspection, Maintenance and Testing of Live Work Lifting Equipment
240-105658000	3	Supplier Quality Management: Specification (QM 58)
240-109253302	2	Quality Control Plan/Inspection and Test Plan (QCP/ITP)
240-109253698	3	Template for a Typical Contract Quality Plan
32-726		Eskom standard OHS Requirements
559-716786105	0	NTCSA Annexure T1 OHS Tender Evaluation Template (High Risk)
240-154832228	2	Transmission Environmental Management Tender Returnable Document
240-110600836	2	Contractor Environmental Requirements Proforma
240-18100134	1	Environmental Requirements for Organisations

6.3 Publicly available documents

This is the list of documents that need to be sourced by the *Contractor*.

Document number	Title
ISO9001	Quality Management System
OHS Act 85 of 1993	Occupational Health and Safety Act