



NEC3 Term Service Contract (TSC3)

Between **ESKOM ROTTEK INDUSTRIES SOC Ltd**
(Reg No. 1990/006897/30)

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

for **Provision of Servicing and Maintenance of
Airconditioning at Rosherville Farm.**

Contents:

**No of
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Part C1 Agreements & Contract Data

Part C2 Pricing Data

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CONTRACT No.

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PART C1: AGREEMENTS & CONTRACT DATA

Contents:

**No of
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C1.1 Form of Offer and Acceptance

C1.2a Contract Data provided by the *Employer*

C1.2b Contract Data provided by the *Contractor*



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 Provision of Servicing and Maintenance of Airconditioning at Rosherville Farm.

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
	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:**

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*.



PROVISION OF SERVICING AND MAINTENANCE OF AIRCONDITIONING AT ROSHERVILLE FARM.**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**

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) _____	_____
Name & signature of witness	_____	_____
Date	_____	_____



PART C1: AGREEMENTS & CONTRACT DATA

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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
		X7 Delay Damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key Performance Indicators
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Rotek Industries SOC Ltd (reg no: 1990/006897/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Roshland Office Park Lower Germiston Road, Rosherville Johannesburg
10.1	The <i>Service Manager</i> is (name):	Nyakallo Allen Tema
	Tel	011 629 8000
	e-mail	TemaNA@eskom.co.za
11.2(2)	The Affected Property is	Rosherville Farm as per the Task Order
11.2(13)	The <i>service</i> is	Provision of Servicing and Maintenance of

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



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Airconditioning.

11.2(14)	The following matters will be included in the Risk Register	1. Contact with overhead services. 2. Material falls.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One(1) Week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <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	One(1) week of the signing of the Contract.
3	Time	
30.1	The <i>starting date</i> is.	1 November 2022
30.1	The <i>service period</i> is	24 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	<ol style="list-style-type: none"> 1. Damages to the equipment when trades are in execution. 2. Damages to the property when moving and reinstating the equipment.
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	TBC
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



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	Arbitrators (Southern Africa) or its successor body.
The place where arbitration is to be held is	South Africa
The person or organisation who will choose an arbitrator	
- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses
X1	Price adjustment for inflation
X1.1	<div> <div> The <i>base date</i> for indices is </div> <div> The proportions used to calculate the Price Adjustment Factor are: </div> </div> <div> <div>One month prior to the tender closing date.</div> <div> <div>proportion</div> <div>linked to index for</div> <div>Index prepared by</div> </div> <div>non-adjustable</div> <div>1.00</div> </div>
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.
X7	Delay Damages
X7.1	<div> <div>Delay Damages are</div> <div>Execution will be on as an when required by the Employer.</div> </div> <div> <div>Execution of</div> <div>The execution of Maintenance services as per the task order.</div> </div> <div> <div>Amount Per Day</div> <div>R20 000 per day up to the maximum of 10% of the Contract Value.</div> </div>
X18	Limitation of liability
X18.1	<div> The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to </div> <div>To the value of the Purchase Order.</div>
X18.2	<div> 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 </div> <div>the amount of the deductibles relevant to the event</div>

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X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 working days of receiving the Task Order
X20	Key Performance Indicators	
X20.1	Key Performance indicators to be applicable to the contractor are as follows: <ul style="list-style-type: none"> 1. SHEQ Compliance on on-boarding. The contractor to be on site within 3 weeks after contract ward. 2. Delivery time: 5 working days after the issue of Purchase Order. 3. Quality Documentation. 4. Programme to meet Targets 	
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person



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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,



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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



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comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4330196330 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.



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- 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	<u>Loss of or damage to property</u>



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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	The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:
Insurance by the Employer

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability


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- 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.



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

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



C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

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



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Experience:

CV's (and further key person's data including
CVs) are in _____.

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(19)	The tendered total of the Prices is R _____



PART 2: PRICING DATA

TSC3 Option A

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



C2.1 Pricing assumptions: Option A

1. 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	<p>(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.</p> <p>(17) The Price for Services Provided to Date is the total of</p> <ul style="list-style-type: none"> 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. <p>(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.</p>

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.

2. 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.

3. 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).

4. 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.

4.1. 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*

PRICING SCHEDULE FOR AIRCONDITIONING SERVICES				
	Unit	Qty	Rate	Total Amount
<u>SECTION 6: AIR-CONDITIONING</u>				
<u>Overtime work and normal work:</u>				
The tenderers are advised that the following works may be done during normal working hours as well as after normal working hours. Tenderers must make due allowance for these working hours in the pricing as no claims will be entertained in this regard.				
GENERAL REQUIREMENTS AND PROVISIONS				
The Contractor's obligations in respect of Local and other Labourers:				
Provision for Medical Examination for Local Labourers	Item	1		
Safety sign boards	Item	1		
CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
Contractor's general obligations	Months	24		
Site Establishment	Item	1		
Health and Safety obligations	Months	24		
Environmental Management	Months	24		

Quality Management	Months	24	
Site De-Establishment	item	1	
<u>Generic list of ERI Equipment for guidance purposes only</u>			
Window Units			
Consols			
Split Units			
Central Plants			
Packge units			
Ducted Splits Units			
Data Room Aircons			
Ice storage			
Heat recovery			
Water heat pumps			
Extaction systems			
Fresh air systems			
Evaporative systems			
Domestic Fridges			
Commercial Cold Rooms and Freezer rooms			
Kitchen Extraction and Supply systems			
Ice machines			
Under counter fridges			
Ice tops			
Water Treatment (Condenser water, chilled water, Glycol)			
Spry trees			
<u>Work to be done from Monday to Friday as and when required on site as a call out</u>			
1x Site Manager	Months	24	
1x Safety Officer	Months	24	
2x Technician	Months	24	
-			
6x Assistant Technician	Months	24	
Supervisor	Months	24	
-			
<u>Transport</u>			
-			
Cost of transport/ travelling with your fuel cost	Months	24	

<u>Rate Approvals:</u>			
- The tenderer is advised that any rate that is required for new work must include the following breakdown:			
Material, labour, plant, wastage, transport and profit.			
Rate approvals must be authorised by the ERI PAS Properties Official prior to work being carried out.			
- <u>SERVICE</u>			
- <u>Domestic Air conditioning units</u>			
The basic requirement listed below must be carried out quarterly or As and when required Consisting of :-			
Wash coil			
Wash filter			
Check electrical connection			
Check vibration			
Clean unit operation			
Check refrigerant charge			
Check drain and drain pump operation			
Blow out electrical control			
Check for insulation damage			
Domestic Air conditioning units (As per the above basic list for Samsung, defy, LG etc)			
1	1kW to 9kW	Per service	3600
2	9.1kW to 18kW	Per service	3600
3	18.1kW to 25 kW	Per service	3600
- <u>CENTRAL AIR CONDITIONING SYSTEM</u>			
- <u>Chillers - check the following basic requirements</u>			
- vibration on all components			
noise on all components			
corrosion			
Refrigerant Charge			
Refrigerant leaks			
Oil leaks			
Water leaks			
Oil sample testing			

<p>HP pressure LP pressure Amps and voltage (compressor, pumps, fan motors etc) Loose electrical connections Blow out electrical panel Wash coil or clean shell and tube Check operation of syaytem Clean plant room</p> <p><u>Chlilers - Air Handling Units</u> Check the following:</p> <p>vibration on all components noise on all components corrosion Motors Pulleys V belts Bearings Humidifications system Heater elements Dampers Drains Filters Door seal Washing coils Amps and voltage (fan motors etc) Cleaning of plant room</p> <p>- <u>Servicing of Pumps</u> Check the following:</p> <p>- vibration on all components noise on all components corrosion Couplings Motor operation Bearings Lubrication method Amps and voltage (motors etc) Cleaning pump room</p> <p>- <u>Cooling Towers</u> Check the following:</p> <p>- Fan motor operation Water treatment Laminator Regulating Valve Check for cracks on the tower Check for lose connection on electricals Amps and voltage (motors etc) vibration on all components noise on all components</p>				
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corrosion				
<u>BMS / CONTROL</u>				
Check operation of BMS / Control				
Note: Lead times for any emergency call out shall be 2 hours from call out. Failure to respond with such time will result in NCR				
<u>Generic list of ERI Equipment for guidance purposes only</u>				
Window Units				
Consols				
Split Units				
Central Plants				
Packge units				
Ducted Splits Units				
Data Room Aircons				
Ice storage				
Heat recovery				
Water heat pumps				
Extaction systems				
Fresh air systems				
Evaporative systems				
Domestic Fridges				
Commercial Cold Rooms and Freezer rooms				
Kitchen Extraction and Supply systems				
Ice machines				
Under counter fridges				
Ice tops				
Water Treatment (Condenser water, chilled water, Glycol)				
Spry trees				
<u>SERVICING</u>				
<u>Work to be done from Monday to Friday between 7:30am and 4pm:</u>				
Central airconditioning system service as per above mentioned requirement				
Chlilers - check the following basic requirements	Per service	1600		
Chlilers - Air Handling Units	Per service	1600		
SERVICING OF PUMPS	Per service	1600		
COOLING TOWERS	Per service	1600		
BMS / CONTROL	Per service	1600		

<u>SUPPLY AND INSTALLATION OF NEW AIRCONDITIONING SYSTEMS</u>			
<u>Supply and installation and also issue COC for the installed units</u>			
-	-		
Indoor Units			
Ceiling Concealed Hideaway Unit 5.6kW Samsung or equivalent similar and approved Nominal, R410a.	No.	30	
Ceiling Concealed Hideaway Unit 14kW Samsung or equivalent similar and approved. VRV Ceiling Concealed Indoor, High ESP, Cooling 14.0 Kw Nominal, R410a.	No.	25	
Split Units			
Wall Mounted Indoor, Standard, Inverter, Cooling 5.45 kW Samsung or equivalent similar and approved. Nominal, Heat Pump, R410a.	No	72	
Wall Mounted Indoor, Standard, Inverter, Cooling 6.0 kW Samsung or equivalent similar and approved. Nominal, Heat Pump, R410a.	No	60	
Wall Mounted Indoor, Standard, Inverter, Cooling 7,1kW Samsung or equivalent similar and approved. Nominal, Heat Pump, R410a.	No	50	
Wall Mounted Indoor, Standard, Inverter, Cooling 10kW Samsung or equivalent similar and approved. Nominal, Heat Pump, R410a.	No	50	
Mid-wall Outdoor, Heat Pump, Standard, Inverter, Cooling 5.45 Kw Nominal, 1 Ph, R410a. Samsung or equivalent-Similar and Approved.	No	50	
Mid-wall Outdoor, Heat Pump, Standard, Inverter, Cooling 6.0Kw Nominal, 1 Ph, R410a. Samsung or equivalent-Similar and Approved.	No	35	

Mid-wall Outdoor, Heat Pump, Standard, Inverter, Cooling 7.1Kw Nominal, 1 Ph, R410a. Samsung or equivalent-Similar and Approved.	No	35		
Mid-wall Outdoor, Heat Pump, Standard, Inverter, Cooling 10Kw Nominal, 1 Ph, R410a. Samsung or equivalent-Similar and Approved.	No	35		
Supply and installation of Extraction Fan				
Supply and install extraction fan, 61L/s, 0 Pa, Single phase, 0.11A Donkin, Vortice Vario /150/6 ARI or similar	No	48		
Supply and install extraction fan, 542L/s, 50 Pa, Single phase, 0.23A Donkin VFC VS 310/300 or similar	No	48		
Supply and install extraction fan, 125L/s, 0 Pa, Single phase, 0.13A Donkin VFC VS 310/300 or similar	No	48		
<u>Additional material and labour</u>				
	-			
Galvanized trucking (75mm x 75mm (per length)	m	1600		
P.V.C Trunking White (100mm x 40mm (per length)	m	1600		
¼ " copper pipe c/w insulation (p/m) - R410A	m	1600		
3/8 " copper pipe c/w insulation (p/m) - R410A	m	1600		
½ " copper pipe c/w insulation (p/m) - R410A	m	1600		
5/8 " copper pipe c/w insulation (p/m) - R410A	m	1600		
¾ " copper pipe c/w insulation (p/m) - R410A	m	1600		
Nosk Cable 2.5mm (p/m) - 2 plus earth	m	1600		
20mm PVC Drain Pipe (p/m)	m	1600		
25mm PVC Drain Pipe (p/m)	m	1600		
Re-gas airconditioner using R-410A	Per Aicorn	120		
Re-gas airconditioner using R-32	Per Aicorn	200		

Re-gas airconditioner using R-22	Per Aicorn	200		
Re-gas Refrigerators using R-134A	Per-Fridge	200		
<u>REPAIRS ON DOMESTIC UNITS PARTS</u>				
<u>Replacement on below items price to include material and installation</u>				
COIL	NO	384		
FILTER	NO	384		
ELECTRICAL CONNECTION	NO	384		
FAN MOTOR	NO	384		
FAN BLADES	NO	384		
FAN MOTORS	NO	384		
FAN COIL	NO	384		
CONDENSER COIL	NO	384		
THERMOSTAT SETTING	NO	384		
BEARINGS	NO	384		
<u>REPLACEMENT ON CENTRAL AIRCONDITIONING UNITS</u>				
<u>Replacement on below items price to include material and installation</u>				
COILS	NO	80		
FILTER	NO	80		
ELECTRICAL CONNECTION	NO	80		
FAN MOTOR	NO	80		
FAN BLADES	NO	80		
FAN MOTORS	NO	80		
FAN COIL	NO	80		
CONDENSER COIL	NO	80		
THERMOSTAT SETTING	NO	80		
BEARINGS	NO	80		
DRAINS	NO	80		
SOLENOID VALVES	NO	80		
NON RETURN VALVES	NO	80		
EXPANSION VALVES	NO	80		
CHECK STRAINER	NO	80		
CHECK FLOW SWITCH	NO	80		
HUMIDIFIER CYLINDER	NO	80		
PRESSURE SWITCH	NO	80		
DRAIN PUMP	NO	80		
SUB TOTAL A				
VAT 15%				
Carried to Form of Offer				

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's</i> Service Information	
C3.2	<i>Contractor's</i> Service Information	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

1 Description of the service

1.1 Executive overview

Pas Provision of Servicing and Maintenance of air-conditioning which entails the servicing of various types and models of aircons. Replace Units where necessary – match with existing and re-gas them where necessary. Service Chillers.

1.2 Employer's requirements for the service

Pas Provision of Servicing and Maintenance of air-conditioning which entails the servicing of various types and models of aircons. Replace Units where necessary – match with existing and re-gas them where necessary. Service Chillers.

The full scope is contracted including the provision of transport, SHEQ requirements and supervision.

1.3 Interpretation and terminology

Not Applicable.



2 Management strategy and start up.

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

The Contractor to submit plan for approval by the Service manager to execute the task order

2.2 Management meetings

The contractor has a meeting with the Employer prior to execution of the work, to discuss what needs to be done on each task order. After the Contractor has finished the work, there must also be a feedback meeting to report on the work that has been performed.

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*. This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. 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

N/A

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

The Employer provide access to all applicable Employer standards, works procedures guide lines and form when requested by the contractors.

The Employer provides copies to all available site documents required for providing service

2.6 Invoicing and payment

In clause Z7

2.7 Contract change management

N/A

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

N/A

2.9 Insurance provided by the *Employer*

In Z12 Insurance

2.10 Training workshops and technology transfer

The Contractor's employees shall undergo the following generic before the start of the contract period:
Plant Access Training;

- Security screening;
- All Personnel must have a valid identification document or passport
- All Personnel must be cleared to work at the Site by the South African Authorities
- Substance abuse testing;
- Medical Examination;
- Safety Induction Course (prior to staff of work- 2 hours)

After completion of the generic training, the Contractor's employee will be issued with a Personal Identification Access Card. All necessary material required by the assignees for each applicable Task Order his includes All Personal Protective Equipment (PPE)

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.

N/A

2.13 Management of work done by Task Order

- The *Contractor* has no authority to undertake work or expense without authorisation from the *Service Manager* to whom the *Contractor* reports directly
- A SAP task order, together with an instruction from the *Employer* to perform a Task, is the *Employer's* notice to the *Contractor* to carry out a Task.
- The *Contractor* does not perform any work without a SAP task order accompanying the *Employer's* instruction to perform a Task.
- The *Contractor* performing work without a SAP task order is done at the risk of non-payment by the *Employer*.
- The *Employer* may not issue a SAP task order after the *completion date*.
- To enable payment the *Service Manager* and the *Contractor* signs next to each line of the *services* on the applicable SAP generated task order.

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 contained in Annexure _____ to this Service Information.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

3.3 Quality assurance requirements

- The *Employer* reserves the right to at any time audit and/or monitor the control of the *Contractor*. Such audits are done by prior notification and in liaison with the *Contractor*.
- The *Contractor* ensures that his staff is conversant with the content of the services as defined by the Service Information, quality control plans/work plans and work instructions.
- *Contractor's* authorisation of personnel applied for Providing the Services, is made available to the *Service Manager* on request.
- The *Contractor's* quality assurance system and quality control programmes are subject to review and acceptance by the *Service Manager*. The *Service Manager* clarifies the list of applicable internal documents and perimeter for review.
- *Contractor's* quality assurance and quality control are in accordance with Employer's procedures and processes.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

The *Contractor* supplies appropriately qualified and experienced, medically fit staff in the categories specified.

The Contractor needs to decide the minimum personnel requirements based on the scope of works. The Contractor and Employer will discuss and agree upon the minimum requirements based on the outage plan and scope of work required. The Contractor must take cognisance of the following:

- It may be that, as working status dictates, to work outside the normal working hours in order to carry out the relevant repairs and tests.
- During the days for access formalities, preparation and site clearance, normal working hours will apply.

The *Contractor* ensures that all key personnel assigned to the *services* meet the requirements of the *Employer's* security and medical qualifications as well as training and experience generally required by similar utilities elsewhere in respect of similar work.

4.1.2 Supplier Development, Localisation and Industrialisation

a) Job Opportunities

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained as a direct result of being awarded a contract.

Tenderers are encouraged to source resources from surrounding local communities.

Number of Jobs to be created	Number of jobs to be retained

Tenderer to also provide breakdown of jobs to be created and/or retained in this table:

Category	Jobs to be created
Management	
Expert Skills	
Skilled workers	
Semi-skilled	
Unskilled	
Total	

b) Skills Development

The purpose of Skills Development is to achieve economic growth and social development that will enrich the creation of decent work and sustainable livelihoods for all South Africans. The suppliers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. For this transaction, tenderers are requested to propose skills development opportunities in order to provide structured workplace learning towards part, or full occupational qualification.

Skills Development	ERI Target	Tenderer's Proposal
--------------------	------------	---------------------

	2x Technicians	
	Any other skills development initiative:	

For each proposed candidate supplier to submit the following:

- Identity document (indicating skills development candidate's full names)
- Proposed Accredited Qualification
- Candidate's address

c) Local Procurement Content

N/A

4.1.3 BBBEE and preferencing scheme

As a minimum, tenderers will be required to maintain or improve their B-BBEE Recognition Level for the duration of the contract.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Supplier Development and Localization Initiative in accordance with and as provided for in the *Contractor's* SD&L Compliance Schedule.

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

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

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

N/A

4.2 Subcontracting

N/A

4.3 Plant and Materials

4.3.1 Tests and inspections before delivery

N/A

4.3.2 Correction of defects

Contractor employees work under the supervision of Employer personnel and the work is carried out in accordance with Employer's procedures and processes

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

Item	Date by which it will be provided
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Work authorizations and Permits to commence the work	As per Task Order
Administrative procedures were applicable	As per Task Order
On-site canteen services	As per Task Order
Consumables and material supplied if required	As per Task Order
Access to working and training areas for personnel and equipment	As per Task Order
As agreed by Service Manager for special requirements	As per Task Order

4.3.4 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

Site Information Topographical

- Location of the site

Rosherville Farm

- Security check points

Prior to access to site, Security Points will be confirmed.

5.2 People restrictions, hours of work, conduct and records

The *Contractor* maintains at all times a harmonious relationship with and co-operates with the *Employer* and all its suppliers and sub-suppliers or their employees who may be involved.

The *Contractor* employs in and about the Provision of the Services only such persons that are careful, competent and efficient in their several trades and callings and the *Employer* reserves the right to object to and require the *Contractor* to remove from the *services* forthwith any person employed by the *Contractor* in or about the Provision of the Services who, in the opinion of the *Employer*, misconduct's himself or is incompetent or negligent in the proper performance of his duties and such person is not again employed for the *services* without the written permission of the *Employer*.

The *Contractor* ensures that the *Contractor's* employees are reasonably fluent in the *language of the contract*.

The *Contractor* regularly reports person hours worked to the *Employer* on a monthly basis.

5.3 Health and safety facilities on the Affected Property

The *Contractor* complies with the *Employer's* SHE specification (Eskom Level 1 Construction Safety, Health and Environment Procedure – reference 32-136(0) and must request it from the *Service Manager* on site establishment.

All work carried out by the *Contractor*, is done in strict accordance with all relevant safety Laws and procedures.

The *Contractor* is responsible for the Personal Protective Equipment (PPE) for his employees such as but not limited to; overalls, hard hats, safety boots, ear plugs and safety glasses.

5.4 Environmental controls, fauna & flora

The *Contractor* ensures that all plant and materials, services and work supplied in terms of this contract conform to all applicable environmental legislation and to the *Employer's* environmental specifications

5.5 Cooperating with and obtaining acceptance of Others

All work is subject to, at any given time, inspections by various *Employer* groups, i.e. Safety Risk Management, Fire Risk Management, Engineering, and Quality Assurance/Quality Control.

In Providing the Services, the *Contractor*:

- Shares the site with others and maintains a harmonious relationship at all times with, and co-operates with the *Employer* and others and their employees who may be working in the same area or on the same system.
- Makes available the assignees and *key persons* timeously for Providing the Services.
- Makes it his business to gain sufficient understanding relevant to the *services* and of the *Employer's* mission and objectives.
- Seeks out everything necessary to identify those matters that fall fully or partially within the scope of the *services*, whether or not such matters are addressed in the description of the *services* or in the Scope or in other requirements for the *services* stated from time to time.
- Brings to the attention of the *Employer* any additional services that the *Contractor* believes should be performed by him in keeping with sound professional practice.
- Notifies the *Employer* of any matter that the *Contractor* disagrees with or cannot resolve to his satisfaction.
- Co-operates at any time with others (e.g. an independent person) appointed by the *Employer* to review work done by the *Contractor* in Providing the Services.
- Co-operates and provides information as required by the *Employer* for issues affecting the *services*, but outside the scope of the *services*.

5.6 Records of *Contractor's* Equipment

As per the Employer processes and procedures

5.7 Equipment provided by the *Employer*

As per the job description in the task order

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Item	Date by which it will be provided
Medical Assessment -A medical assessment of a person ,by competent medical staff or doctor to assess the person's health and fitness for the work that must be done based on physical examination and medical screening which may include specific tests to detect health issues that may affect a work's ability to perform their work provided	On task Order commencement
Access Requirement /Training	As and when required
Covid 19 Protocol –for local	
Safety Induction Course	Prior Task Order Commencement

5.8.2 Provided by the *Contractor*

To provide all service as requested in task order.

5.9 Control of noise, dust, water, and waste

Contractor to comply with Eskom processes and procedures

5.10 Hook ups to existing works

Contractor to comply with Eskom processes and procedures

5.11 Tests and inspections

5.11.1 Description of tests and inspections

As per task order

5.11.2 Materials facilities and samples for tests and inspections

N/A

6 List of drawings

6.1 Drawings issued by the *Employer*

N/A