



NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

and (Reg No. 2013/052062/07)

for **PROVISION OF SERVICE, MAINTENANCE AND
REPLACEMENT OF FIRE EQUIPMENT AND
EXTINGUISHERS, FOR AS AND WHEN REQUIRED
BASIS, FOR SOUTHERN GRID SUBSTATIONS (FREE
STATE AND EASTERN CAPE), FOR A PERIOD OF 36
MONTHS.**

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CONTRACT No. _____

PART C1: AGREEMENTS & CONTRACT DATA

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[to be inserted from Returnable Documents at award stage]	
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C1.1 Form of Offer & Acceptance

Offer

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

PROVISION OF SERVICE, MAINTENANCE AND REPLACEMENT OF FIRE EQUIPMENT AND EXTINGUISHERS, FOR AS AND WHEN REQUIRED BASIS, FOR SOUTHERN GRID SUBSTATIONS (FREE STATE AND EASTERN CAPE), FOR A PERIOD OF 36 MONTHS.

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	RATES BASED
	Sub total	RATES BASED
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	RATES BASED

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

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

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the *Employer***

Signature

Name

Capacity

On behalf of

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part C1.2a - 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
		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):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	Pranesh Sewkumar
	Address	120 Henry Street, Bloemfontein
	Tel	0829238234
	e-mail	sewkump@eskom.co.za
11.2(2)	The Affected Property is	Southern Grid Transmission Substations (List of building and sub stations provided under

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

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		scope of work)
11.2(13)	The <i>service</i> is	Provision Of Service, Maintenance And Replacement Of Fire Equipment And Extinguishers, For As And When Required Basis, For Southern Grid Substations (Free State And Eastern Cape), For A Period Of 36 Months.
11.2(14)	The following matters will be included in the Risk Register	Access roads to site
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 working days
2	The Contractor's main responsibilities	Provision Of Service, Maintenance And Replacement Of Fire Equipment And Extinguishers, For As And When Required Basis, For Southern Grid Substations (Free State And Eastern Cape)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	No contract plan required, however the contractor provide copies of the signed contract of employment within ten (10) working days
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	36 Months
4	Testing and defects	Contractor to test equipment's prior delivery to site of any defects and replace immediately
5	Payment	
50.1	The <i>assessment interval</i> is	No assessment, payment will be made at the end of each Task Order.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	As per contract registration on SAP
51.3	The <i>interest rate</i> is	(i) the publicly quoted prime rate of interest (calculated on a 365 day year) charged 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

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

6	Compensation events	Follow compensation event process as guided on the NEC contract	
7	Use of Equipment Plant and Materials	Where service requires supply of chemicals, Contractor to provide Material Safety Data Sheet of such chemicals	
8	Risks and insurance		
80.1	These are additional <i>Employer's</i> risks	None	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Insurance against	Minimum amount of cover or minimum limit of indemnity
		Assets All Risk	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.
83.1	The <i>Contractor</i> provides the these insurances:	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 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 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

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

9 **Termination** **As guided under termination clause of the NEC contract. Breach of contract and depletion of funds.**

10 **Data for main Option clause**

A **Priced contract with price list**

20.5 The *Contractor* prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than

Before tender closes, forms part of tender returnable.

11 **Data for Option W1**

W1.1 The *Adjudicator* 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 *Adjudicator nominating body* 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	Bloemfontein, Free State																		
	The person or organisation who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.																		
	<ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the arbitration procedure does not state who selects an arbitrator, is 																			
12	Data for secondary Option clauses																			
X1	Price adjustment for inflation																			
X1.1	The <i>base date</i> for indices is	The rates can be adjusted using CPI after the anniversary of the contract, upon application from the <i>Contractor</i> and approval by the <i>Employer</i>.																		
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion prepared by</th><th>linked to index for</th><th>Index</th></tr> <tr> <td>70%</td><td>Labour</td><td>[SEIFSA Table C-3]</td></tr> <tr> <td>5%.</td><td>Transport</td><td>[SEIFSA Table L-2 (A)]</td></tr> <tr> <td>10%</td><td>Consumables</td><td>[SEIFSA Table D-2]</td></tr> <tr> <td>15%</td><td>Non-adjustable</td><td>[•]</td></tr> <tr> <td><u>1.00</u></td><td></td><td></td></tr> </table>	proportion prepared by	linked to index for	Index	70%	Labour	[SEIFSA Table C-3]	5%.	Transport	[SEIFSA Table L-2 (A)]	10%	Consumables	[SEIFSA Table D-2]	15%	Non-adjustable	[•]	<u>1.00</u>		
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10%	Consumables	[SEIFSA Table D-2]																		
15%	Non-adjustable	[•]																		
<u>1.00</u>																				
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																		
X17	Low service damages																			
X17.1	The <i>service level table</i> is R1 500.00 per day up to a maximum of 5% of the task order value.	1. Failure to supply service test certificates for any of the fire hydrants, Hose Reels, fire extinguishers serviced and /or pressure tested 2. Modifying extinguishers in any way is considered to be 'creating' a new extinguisher, which is illegal in terms SANS 1475. Such a modified fire extinguisher will be rejected and the contractor required to replace it at his/her own cost. 3. Response time above 48 Hours deduction 5% of rate.																		

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		4. Response time above 60 Hours and more deduction 10% of rate. 5. Rework 0% compensation of services. The Service Information C3.1 - 2.14
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	Value of the Contract
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 R 2 Million in respect of the deductibles payable with regard to the Employer's Property Damage Asset Insurance
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The total of the prices with respect to the defective item, plus the amount of the deductibles payable with respect to the resultant damage if service includes designs for equipment's.
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 <ul style="list-style-type: none"> • 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	Two (2) month after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Two (2) 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

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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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 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.
- Z7.2 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

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Contractor's direction and control, likewise observe and comply with the foregoing.

Z8 Provision of a Tax Invoice Add to core clause 51

- Z8.1 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.
- Z8.2 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.
- Z8.3 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 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

- Z9.1 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.

Z10 Employer's limitation of liability

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z11.1 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 means, as the context requires, the *Contractor*, or any member thereof in the case of

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- Party** 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

- 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.

- 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.

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Loss of or damage to Equipment	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<p><u>Loss of or damage to property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount required by the applicable law.</p>
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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.

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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, normalized 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,

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The mark up percentage is The subcontracted fee percentage is	10% 10%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
CV's (and further key person's data including CVs) are in _____.		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	Part C2 – Pricing Data
11.2(19)	The tendered total of the Prices is	Rates Based

Part C2: Pricing Data

TSC3 Option A

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	3

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
		<ol style="list-style-type: none"> 1. the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and 2. 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.

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.

5. Supplementary Preambles

Refer to conditions of Eskom Term Service Short Contract, attached.

Rates based

- The tenderer is advised that the below price list forms the base rates for the scope of work. Accommodation rate is only when work is executed at remote sites or where travelling is excessive. The Supplier rate includes management of the contract and complying with Eskom Safety, Health, Environmental and Quality etc.
- Payment for transport/traveling will be paid from Eskom regional office to any of the sub stations excluding Toll Fees (Contractor to obtain prior approval from Service Manager/ Supervisor).

Overtime work and normal work:

- The tenderers are advised that the following works are to be done during normal working hours Monday to Friday between 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.

COC Certificate:

- The registered person is required to completed and sign a Certificate of Conformity after completion of an installation, maintenance procedure, repair, relocation or decommissioning (where required)

Rate Approval:

- Rate approvals must be authorised by the Eskom Dx Facilities Official prior to work being carried out (As per Task order).

NOTE: ESKOM HOLDINGS SOC LIMITED CANNOT GUARANTEE ANY QUANTITIES OR VOLUME OF WORK DURING THE CONTRACT PERIOD.

Proprietary items or materials:

- All materials to be used on this contract must be SABS approved. Proprietary items or materials

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where specified are to be of the brand specified - or other approved - by the Eskom Tx Facilities Official

- Tenderers are advised that all labour charges and transport charges must be procured from the closest to the effected site.
- Any call out work commenced during working hours and completed after normal working hours will be compensated by using normal working hour rates only.
- Any call out work commenced after normal working hours will be compensated by using a normal working hour rates only.
- A task order will be supplied with each task. Work to be done only after quotation and task order approval by Facilities Official/ instruction in the event of emergency.
- Prior written approval must be received from the Eskom Tx Facilities Official prior to commencement of work

C2.2 the *price list*

NB: The Service Information listed under Section C3.1, item 1.2.1.1 needs to be included by the *Contractor* when pricing all rates in the *pricelist*.

Item nr	Description	Unit	Expected Quantity	Rate	Price
1.	P&G's				
1.1	LDV or staff travelling (zero point is Eskom East London/PE/Bloemfontein Office) TRANSPORT (LIMITED TO 45 KM RETURN TRIP PER DAY)	Per km	45		Price Only
1.2	Labour Rates				
1.3	SANS 1475 Part 1 & 2 SAQCC fire Advanced technician/ Serviceman level 3.	Rate/hour	-	Rate Only	
1.4	SANS 1475 Part 1 & 2 SAQCC fire Assistants level 1	Rate/hour	-	Rate Only	
1.5	SHE Officer (SACPCMP) As and when required.	Rate/hour	-	Rate Only	
1.6	General worker/ Labourer	Rate/hour	-	Rate Only	
2	EXTINGUISHER SERVICES			Rate Only	
2.1	Annual service 1 kg STP DCP Fire Extinguisher	<i>once a year</i>	1	Rate Only	
2.2	1 Annual service 1.5 kg STP DCP Fire Extinguisher	<i>once a year</i>		Rate Only	
2.3	Annual service 2 kg	<i>once a year</i>	1	Rate Only	
	STP DCP Fire Extinguisher			Rate Only	
2.4	Annual service 2.5 kg STP DCP Fire Extinguisher	<i>once a year</i>	1	Rate Only	
2.5	Annual service 4.5 kg STP DCP Fire Extinguisher	<i>once a year</i>	1	Rate Only	
2.6	Annual service 9 kg STP DCP Fire Extinguisher	<i>once a year</i>	1	Rate Only	
2.7	Annual service 2 kg C02 Fire Extinguisher	<i>once a year</i>	1	Rate Only	
2.8	Annual service 2.5 kg	<i>once a year</i>	1	Rate Only	
	C02 Fire Extinguisher				
2.9	Annual service 4.5 kg C02 Fire Extinguisher	<i>once a year</i>	1	Rate Only	
2.10	Annual service 5 kg C02 Fire Extinguisher	<i>once a year</i>	1	Rate Only	
2.11	Annual service 6.8 kg	<i>once a year</i>	1	Rate Only	

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	C02 Fire Extinguisher				
2.12	Annual service 9 kg C02 Fire Extinguisher	<i>once a year</i>	1	Rate Only	
2.13	Annual service 25 kg STP DCP Trolley Unit	<i>once a year</i>	1	Rate Only	
2.14	Annual service 50 kg STP DCP Trolley Unit	<i>once a year</i>	1	Rate Only	
2.15	Annual service Fire Hose Reel	<i>once a year</i>	1	Rate Only	
2.16	Annual service Fire Hydrants	<i>once a year</i>	1	Rate Only	
2.17	Annual service Fire Hydrant Lay Flat Hoses	<i>once a year</i>	1	Rate Only	
2.18	Annual service Vehicle Fire Ext	<i>once a year</i>	1	Rate Only	
3	<i>EXTINGUISHERS REDUNDANT TO REPLACE</i>				
3.1	50kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
3.2	20kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
3.3	9kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
3.4	4.5kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
3.5	2.5kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
3.6	2kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
3.7	1,5kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
3.8	1kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
3.9	5kg CO2 Fire Extinguishers	<i>each</i>	1	Rate Only	
3.10	2kg DCP Fire Extinguishers	<i>each</i>	1	Rate Only	
3.11	9 Liter Foam Fire Extinguisher	<i>each</i>	1	Rate Only	
4	<i>EXTINGUISHER PRESSURE TESTING</i>				
4.1	50kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
4.2	20kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
4.3	9kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
4.4	4.5kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
4.5	2.5kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
4.6	2kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
4.7	1,5kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
4.8	1kg DCP fire extinguishers	<i>each</i>	1	Rate Only	
4.9	5kg CO2 Fire Extinguishers	<i>each</i>	1	Rate Only	

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4.10	2kg DCP Fire Extinguishers	<i>each</i>	1	Rate Only	
4.11	9Liter Foam Fire Extinguisher	<i>each</i>	1	Rate Only	
4.12	Monthly inspection	<i>monthly</i>	1	Rate Only	
5	REFILL AND SPARES/PARTS OF FIRE EXTINGUISHERS				
5.1	REFIL CYL:FIRE EXTINGUISHER,40 PCT	<i>each</i>	1	Rate Only	
5.2	REFIL CYL:FIRE EXTINGUISHER,9 KG,CO2	<i>each</i>	1	Rate Only	
5.3	REFIL CYL:FIRE EXTINGUISHER,2.5 KG,CO2	<i>each</i>	1	Rate Only	
5.4	REFIL CYL:FIRE EXTINGUISHER,2 KG,CO2	<i>each</i>	1	Rate Only	
5.5	REFIL CYL:FIRE EXTINGUISHER,6.8 KG,CO2	<i>each</i>	1	Rate Only	
5.6	REFIL CYL:FIRE EXTINGUISHER,5 KG,CO2	<i>each</i>	1	Rate Only	
5.7	Refilling 40% MAP Powder per KG	<i>each</i>	1	Rate Only	
5.8	Refilling CO2 Gas per KG	<i>each</i>	1	Rate Only	
5.9	Refill First Aid kits and boxes Office	<i>each</i>	1	Rate Only	
5.1	Refill First Aid kits and boxes Vehicles	<i>each</i>	1	Rate Only	
5.11	Replacements of discharge hoses	<i>each</i>	1	Rate Only	
5.12	DCP Discharge hose	<i>each</i>	1	Rate Only	
5.13	OCP Discharge hose	<i>each</i>	1	Rate Only	
5.14	Lead seals and wire	<i>each</i>	1	Rate Only	
5.15	Valve assembly complete	<i>each</i>	1	Rate Only	
5.16	pressure gauge	<i>each</i>	1	Rate Only	
5.17	syphon tube	<i>each</i>	1	Rate Only	
5.18	Valve seat	<i>each</i>	1	Rate Only	
5.19	seal ring	<i>each</i>	1	Rate Only	
5.20	Instruction label	<i>each</i>	1	Rate Only	
5.21	monthly inspection sticker	<i>each</i>	1	Rate Only	
5.22	Refill Fire extinguishers with foam concentrate	<i>each</i>	1	Rate Only	
6	MAINTAINANCE OF FIRE EXTINGUISHERS				
6.1	MAINT EXTNGR FIRE:DCP 1 KG,ANNUALLY	<i>each</i>	1	Rate Only	
6.2	MAINT EXTNGR FIRE:DCP 1.5 KG,ANNUALLY	<i>each</i>	1	Rate Only	

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6.3	MAINT EXTNGR FIRE:DCP, 2 KG,ANNUALLY	<i>each</i>	1	Rate Only	
6.4	MAINT EXTNGR FIRE:DCP 2.5 KG,ANNUALLY	<i>each</i>	1	Rate Only	
6.5	MAINT EXTNGR FIRE:DCP 4.5 KG,ANNUALLY	<i>each</i>	1	Rate Only	
6.6	MAINT EXTNGR FIRE:DCP 9 KG,ANNUALLY	<i>each</i>	1	Rate Only	
6.7	MAINT EXTNGR FIRE:CO2 2 KG,ANNUALLY	<i>each</i>	1	Rate Only	
6.8	MAINT EXTNGR FIRE:CO2, 2.5 KG,ANNUALLY	<i>each</i>	1	Rate Only	
6.9	MAINT EXTNGR FIRE:CO2, 4.5 KG,ANNUALLY	<i>each</i>	1	Rate Only	
6.10	MAINT EXTNGR FIRE:CO2 5 KG,ANNUALLY	<i>each</i>	1	Rate Only	
6.11	MAINT EXTNGR FIRE:CO2, 6.8 KG,ANNUALLY	<i>each</i>	1	Rate Only	
6.12	MAINT EXTNGR FIRE:CO2 9 KG,ANNUALLY	<i>each</i>	1	Rate Only	
6.13	MAINT EXTNGR FIRE:FIRE FOAM TROLLEYS	<i>each</i>	1	Rate Only	
6.14	MAINT EXTNGR FIRE:FIRE FOAM TROLLEYS	<i>each</i>	1	Rate Only	
6.15	MAINT EQP SFTY:FIRE HOSE REEL,ANNUALLY	<i>each</i>	1	Rate Only	
6.16	MAINT EQP SFTY:FIRE HYDRANTS,ANNUALLY	<i>each</i>	1	Rate Only	
6.17	MAINT EQP SFTY:ANNUALLY	<i>each</i>	1	Rate Only	
8.	Accommodation (only on approval per task order)	Per night	1		
9.	Unit price- Issue of COC/Comprehensive Report/Commissioning Report (excludes service inventory list submission per site)	Unit Price	1		
10.	Equipment, Material, Spares & Other				
10.1	Equipment, material & Spares required for maintenance will be determined on a defined cost plus fee.	Mark-up percentage	1		
20	Foam Trolleys				
		<i>once a year</i>	1		Price only
20.1	<i>Servicing of fire foam trolleys</i>				
20.2	<i>replacement of foam trolleys</i>		1	Rate Only	

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21					
21.1	BOARD:SPINE,WD 415 MM,LG 1.84 M,PLASTIC	<i>each</i>	1	Rate Only	
21.2	REFILL:FIRST AID BOX	<i>each</i>	1	Rate Only	
21.3	REFILL:ESKOM VEHICLE KIT	<i>each</i>	1	Rate Only	
21.4	KIT CLNG:BLOOD SPILL	<i>each</i>	1	Rate Only	
21.5	BOTTLE EYE IRRGTG:500 ML	<i>each</i>	1	Rate Only	

The total of the Prices

Notes to the Price List

1. The above rates exclude VAT.
2. The rates offered will remain fixed and firm for the first 12 months of the contract period.
3. Increase on rates may be applied for by the *Contractor*, in writing, on the anniversary of the contract based on CPI.
4. The increase will only be applicable from the date of approval.
5. Increase will not apply to items relating to % Markups
6. Contractor to claim shortest safe route as per google map

PART 3: SCOPE OF WORK

Service Information

The service comprises of servicing, refill and replacement/supply of fire extinguishers. Inspection of fire hydrant hoses and hose reels as per government gazette 1475, the replacement of defective items in all Free State and Eastern Cape Substations in Southern Grid.

Firefighting equipment will be serviced before the respective expiry date, The service site representative will therefore be required to submit a task order request 2 weeks prior to the need for such service, The Employer Representative is responsible for the issuing of task orders and no service shall be rendered prior to such an order being presented to the service provider.

This service will be rendered yearly according to requirements.

- Annual service of fire extinguishers
- Pressure testing of dry powder units
- Hydro testing of CO2 units
- Refilling of units (CO2 and powder units)

1. Description of the service

Annual service 1 kg STP DCP Fire Extinguisher
Annual service 1.5 kg STP DCP Fire Extinguisher
Annual service 2 kg STP DCP Fire Extinguisher
Annual service 2.5 kg STP DCP Fire Extinguisher
Annual service 4.5 kg STP DCP Fire Extinguisher
Annual service 9 kg STP DCP Fire Extinguisher
Annual service 2 kg CO2 Fire Extinguisher
Annual service 2.5 kg CO2 Fire Extinguisher
Annual service 4.5 kg CO2 Fire Extinguisher
Annual service 5 kg CO2 Fire Extinguisher
Annual service 6.8 kg CO2 Fire Extinguisher
Annual service 9 kg CO2 Fire Extinguisher
Annual service 25 kg STP DCP Trolley Unit
Annual service 50 kg STP DCP Trolley Unit
Annual service Fire Hose Reel
Annual service Fire Hydrants
Annual service Fire Hydrant Lay Flat Hoses
Travelling (per km)
Annual service Vehicle Fire Ext
Supply Reg. 7 Part 1 & 2 First Aid Kit complete with 6 pouch PVC Bag with additional Eskom requirements

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Supply Reg 7 Part 1 & 2 First Aid Kit c/w Wall mounting Cabinet & Eskom Additional requirements	
Pressure Testing Dry Powder Units (Due every 5 Years)	
Hydrostatic Pressure Test C02 Units (Due every 10 Years)	
Refilling 40% MAP Powder per KG	
Refilling C02 Gas per KG	
Major Spares eg CPF Head Assembly etc.	
Replacement of missing / condemned units	
Fire Blankets Fire Blankets 1.8 m X 1.8m Weigh (minimum): 430gram/m2 Weight: 1.92 kg Ignition time: 13 minutes Maximum temperature: 550 Spine board degree Celsius	
Repairs of units	
Refill First Aid kits and boxes Office	
Refill First Aid kits and boxes Vehicles	
Blood Kits	
Eyewash station	
MAINT EXTNGR FIRE:CO2, 6.8 KG,ANNUALLY	
MAINT EXTNGR FIRE:CO2 9 KG,ANNUALLY	
MAINT EXTNGR FIRE:FIRE FOAM TROLLEYS	
MAINT EXTNGR FIRE:FIRE FOAM TROLLEYS	
MAINT EQP SFTY:FIRE HOSE REEL,ANNUALLY	
MAINT EQP SFTY:FIRE HYDRANTS,ANNUALLY	
MAINT EQP SFTY:ANNUALLY	
PAY FEE:TRAVEL COST,PER KM	
MAINT EXTNGR FIRE:ANNUALLY	
FIRST AID KIT:VEHICLE, BAG	
FIRST AID KIT:WHITE METAL BOX	

THE PROVISION OF SERVICE FOR FIRE EQUIPMENT MAINTENANCE CONTRACT FOR SOUTHERN GRID SUBSTATIONS

TEST EQP SFTY: DRY POWDER, PRESSURE TEST	
TEST EQP SFTY: CO2 FIRE EXT, 5 YR, END USER	
REFIL CYL: FIRE EXTINGUISHER, 40 PCT	
REFIL CYL: FIRE EXTINGUISHER, 9 KG, CO2	
REFIL CYL: FIRE EXTINGUISHER, 2.5 KG, CO2	
REFIL CYL: FIRE EXTINGUISHER, 2 KG, CO2	
REFIL CYL: FIRE EXTINGUISHER, 6.8 KG, CO2	
REFIL CYL: FIRE EXTINGUISHER, 5 KG, CO2	
MAINT EXTNGR FIRE: INSPECT AND REPAIR	

REPLACE, EQUIPMENT; TYPE FOAM FIRE EXT 1 KG; MATERIAL SUPPLIER SERVICE PROVIDER; ADDITIONAL EQUIPMENT RED CANISTER CYLINDER WITH CARRY VALVE HAND ASSEMBLY PRESSURE GAUGE AND SAFETY PIN; THE SERVICE PROVIDER MUST BE SANS 1475-1 2010 AND SANS 1475-2 2021; MARK PERMIT HOLDER IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

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1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CNC	Customer Network Centre
OHSACT	Occupational Hygiene and Safety Act
SABS	South African Bureau of Standards
ISO	International Organization for Standardization
SANS	South African National Standards
ERE	Eskom Real Estate Department
N/A	Not Applicable

1 Description of the service

1.1 Executive overview

Put yourself in the position of the *Contractor's* senior management who need a high level overview of what is involved – the scope of work - so that they can decide when tendering whether they have the resources and capability to undertake the work. Include a description of the different services and disciplines of work involved within the *service* and the location where most of the work will be carried out.

1.2 Employer's requirements for the service

Either

Describe in detail what the *Employer* requires the *Contractor* to do and how he is to do it if the *Contractor* is mainly providing labour and tools to carry out the *Employer's* requirements

Or

Provide the *Employer's* operating philosophy / user requirement specification (URS) / performance specification giving deliverables and constraints for the *service* from which the *Contractor* is to plan in detail how he is to achieve the required deliverables.

Reference could be made to an Annexure for a detailed classification of services or to the Price List in the case of Option A or C and if the Price List descriptions are complete.

1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

2 Management strategy and start up.

2.1 The Contractor's plan for the service

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

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

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

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

2.2 Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the *service*, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The following text could be used as a model for this section:

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor</i> and _____

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

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogramme from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

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

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

2.6 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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 4740101508;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

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

2.7 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

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

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

2.9 Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

2.10 Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

2.11 Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

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

2.12.1 Equipment

The *Employer* may wish to use some of the Equipment used by the *Contractor* after the end of the *service period*. Clause 70.2 requires that details of such requirement be stated in the Service Information. Complete here or if not applicable retain the heading and state 'None'.

2.12.2 Information and other things

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

2.13 Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

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Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.

Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

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

3.2 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

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

3.3 Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

4 Procurement

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

4.1 People

4.1.1 Minimum requirements of people employed

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

4.1.2 BBBEE and preferencing scheme

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

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

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

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Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3 Plant and Materials

4.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

4.3.2 Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

4.3.3 *Contractor's* procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

4.3.4 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

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

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that ‘all other Plant and Materials are to be provided by the *Contractor*’.

4.3.6 Cataloguing requirements by the *Contractor*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

5 Working on the Affected Property

Site Name	Site Type	Latitude and Longitude
PE & East London		
Beacon Bay Park Office	Office	
Pembroke	Substation	-32.8830180639159, 27.526205097865176
Neptune	Substation	-32.90107831232866, 27.85966359786566
Delphi	Substation	-32.01351304232661, 26.805164755516532
Buffalo	Substation	-32.98758509491761, 27.806870469031846
Vuyani	Substation	-31.64338427207499, 28.814529026672535
Port Rex	Substation	-33.02808406434446, 27.881482353690092
Dedisa	Substations	-33.74205241475967, 25.677663655556806
Grassridge	Substation	-33.7201327570747, 25.631542297884973
Poseidon	Substation	-32.74523158018678, 25.926317484369
Verby	Substation	-33.44507773038546, 26.028301813221187
Brakrivier	Substations	-33.721375083573314, 25.67417785555637
Doornkom	Substation	-33.263175931446334, 26.0170263555455
Golden Valley	Substation	-32.82656686894091, 25.787893297863867
Ripon	Substation	-33.07788338082082, 25.846438040198368
Woodlands	Substations	-33.440401130811324, 25.745177113221068
Free state sites		
Harvard	Substation	S29 06 13.9 E26 06 20.8
Merapi	Substation	S28 56 33.3 E27 05 01.6
Perseus	Substation	S28 38 00.2 E25 44 40.9
Beta	Substation	S28 43 18.9 E25 42 11.4
Luckhoff	Substation	S29 44 51.1 E24 48 23.3
Serumula	Substation	S30 14 37.7 E26 26 18.0
Boundary	Substation	S28 43 26.3 E24 52 48.4
Everest	Substation	S27 59 37.9 E26 54 06.5
Leander	Substation	S27 56 41.5 E26 47 59.7
Theseus	Substation	S28 09 36.5 E26 49 42.7
Scafell	Substation	S26 48 47.4 E27 38 13.4
Makalu	Substation	S26 49 23.2 E27 54 36.2
Lethabo	Substation	S26 44 20.8 E27 58 32.7
Sorata	Substation	S28 18 05.7 E28 54 38.4
Mercury	Substation	S27 00 06.8 E26 49 11.3

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering contractors need to allow for in their prices, and the *Contractor* has to comply with. State these or similar requirements here.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades

5.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the

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Service Manager shall have access to them at any time. These records may be needed when assessing compensation events.

5.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

5.4 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

5.5 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

5.6 Records of *Contractor's* Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

5.7 Equipment provided by the *Employer*

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

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

5.8.2 Provided by the *Contractor*

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

5.9 Control of noise, dust, water and waste

State requirements, if any.

5.10 Hook ups to existing works

State any constraints

5.11 Tests and inspections

5.11.1 Description of tests and inspections

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

5.11.2 Materials facilities and samples for tests and inspections

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

1.4 Other Documentation

Title	Date or revision	Tick if publicly available

2. Management strategy and start up

2.1 The Contractor's plan for the service

The Contractor must detail below a plan which stipulates how he intends on performing the *service* throughout the *service period*, as required by clause 21.2.

Staff structure

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

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress/feedback in terms of contract obligations	Monthly intervals or when deemed required by the <i>Service Manager</i> .		<i>Employer / Service Manager / relevant Eskom representatives and appointed Contractor representatives.</i>

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* must include an organogram of the structure that will be supporting with contract. The names, identity numbers, qualifications and experience must be listed.

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

The *Contractor* to ensure that all documentation relating to this contract is filed and kept on site for viewing by the *Service Manager* at any time. The *Contractor* must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the *Service Manager* at the end of the contract. Files are to be neatly labelled and indexed.

All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the *Service Manager*.

Any required Service will be communicated to the *Contractor* via a Task Order.

Eskom will periodically request detailed reports from the Contractor regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.

2.6 Invoicing and payment

The *Contractor* provides a statement on the 10th and 25th of every month for the duration of the contract. The statement will reflect the following information of on all invoices submitted for payment, from the start of the contract:

- Date of Invoice
- Date of delivery of Service
- Invoice Number
- Invoice Amount excluding VAT
- PO Number
- Task Order Number
- GR Number
- Payment Status (either Paid or Unpaid)

The statement will also reflect the following summaries:

- Invoice payments outstanding <= 30days
- Invoice payments outstanding > 30days <=60 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 90days
- Total of Invoices where the *Contractor* has received payment
- Total of Invoices where the *Contractor* is awaiting 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
ESKOM HOLDINGS SOC LIMITED
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 4740101508;
- 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;

The *Contractor* shall comply with the *Employer's* E-Invoicing process when submitting invoices for payment.

2.6.1 Payment Item Descriptions

The descriptions given for the payment items in the Price List, indicate the work to be allowed for in the tendered rates and prices for such payment items, and are for the guidance of the *Contractor* and do not necessarily repeat all the details of work and materials required by and described in the Service Information.

2.6.2 Prices to be Inclusive

The *Contractor* shall accept the payment provided in the Contract and represented by the rates and prices tendered by him in the Price List, as payment in full for executing and completing the work as specified.

Where the *Contractor* has priced an item as "nil" or "0-00" it will be deemed that no charges are or will be incurred against such an item. In the event of no price having been entered against any item, the tendered rate, price or sum will be taken as "nil" or "0-00".

2.6.3 Measurement Meetings

The *Contractor* shall attend monthly meetings with the *Service Manager* and Supervisor where all matters concerning payment shall be discussed. In particular the *Contractor* shall submit for the meeting a monthly statement together with all calculations and supporting data in substantiation of any payments.

2.7 Contract change management

- Templates in terms of NEC3 as prepared by the *Service Manager* for *payment* certificates, early warnings and defect notifications can only be used in this contract.
- The *Contractor* shall request this form from the *Service Manager*.

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

All records as required to back up any defined costs must be kept on file by the *Contractor* and be made available when requested by the *Service Manager*.

2.9 Insurance provided by the *Employer*

Refer to Clause 83.1 above – Insurance provided by the Employer

2.10 Training workshops and technology transfer

- Proof of training of staff for chemical handling and the use thereof.
- Proof of Training Records
- Proof of training for use of equipment's
- Proof of Staff Trained.

2.11 Design and supply of Equipment

The *Contractor* takes full liability for the use of all equipment in the execution of *Services* for this contract.

2.12 Things provided at the end of the *service period* for the *Employer's* use**2.12.1 Equipment**


- All fire equipment's

2.12.2 Information and other things

- Summary of all quantity of items supplied by Contractor as per the Price List for the duration of the contract.
- Summary of lessons learnt during the contract period.
- Summary of training undertaken by the Contractor's employees over the duration of the contract.
- Copy of all monthly reports
- All Safety Files and all other relevant safety documentation relevant to this contract.

2.13 Management of work done by Task Order

The *Contractor* must only carry out work if he receives a signed Task Order from the *Service Manager* or his delegates. Below is an example of a Task Order Form, whereby the format may be changed at any time by the *Service Manager*.

	TASK ORDER	Template Identifier	240 - 774601027	Rev	
		Effective Date	12 August 2015		
		Next Review Date	August 2023		
		Eskom Real Estate			

TASK ORDER NO:		SAP No:	
ISSUED BY:		SIGN:	
DATE ISSUED:			
CONTRACTOR:			
ORDER NUMBER:			
PLANNED START DATE :			
PLANNED COMPLETION:			
DELAY DAMAGES:			
LOCATION:		INTERNAL ORDER	
CONTACT PERSON ON SITE :			
TYPE			
I authorize you to carry out the following task/s on the above site as per scope of works listed below:			

Scope of Work: (tick) **Complete** ☐ **Incomplete** ☐

Date Complete _____

Contractor: _____ **Eskom Responsible Person:** _____

Date: _____ **Date:** _____

Signature: _____ **Signature:** _____

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in **Part 3 - Safety** to this Service Information.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in **Part 5 - Environmental** to this Service Information.

3.3 Quality assurance requirements

Quality management

System requirements

Clause 3.3.1 requires that the *Contractor* operate a quality management system as stated in the Scope. Include your requirements here

The *Contractor* shall control his activities and processes in accordance with Eskom's Quality Assurance Standard **QM58: Supplier contractor quality requirements specification**

The *Contractor* will be responsible for the verification and signing of the quality inspection points which must be maintained by the *Contractor* and presented to Eskom on request.

Information in the quality plan

Clause 3.3.2 requires that the *Contractor* provide a quality policy statement and quality plan which complies with requirements stated in the Scope.

- (a) The *Contractor* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide Quality Policy and Method statement or Contract Quality Plan
 - (b) The *Contractor* agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the services rendered and inspection thereof;
 - (c) The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
 - (d) Eskom shall have the right to conduct surveys and perform surveillance of the *Contractor's* facilities to
 - (e) Eskom reserves the right to inspect any or all of the work. Verification by Eskom shall not absolve the *Contractor* of the responsibility to provide acceptable services, nor shall it preclude subsequent rejection by
 - (f) The services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by Eskom shall be remedied by the *Contractor* upon demand by Eskom without undue delay and at no extra cost. The *Contractor* shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence
 - (g) The Contractor / Consultant shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.
 - (h) Nothing contained in the Contract shall relieve in any way the Contractor / Consultant from the obligation of Quality control thereof.
 - (i) The Contractor / Consultant guarantees that the quantity, Quality and outward appearance of the delivered services will comply with the requirements of the contract and/or relevant specifications.
 - (j) The Contractor / Consultant shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the Contractor / Consultant intends to perform the Contract.
 - (k) The Contractor / Consultant shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.
- Eskom reserves the right to assess and measure, in the selection process, the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all Contractor / Consultant to confirm the Quality evaluation

The *Contractor* shall comply with the environmental criteria and constraints stated in **Part 4 – Quality** to this Service Information.

4. Procurement

4.1 People

- The *Contractor* is solely responsible for the resolution of any dispute or problems that may occur between himself and his staff.
- The *Contractor* undertakes to hold the *Employer* harmless against any determination or award made in terms of the Labour Relations Act No.66 of 1995 as amended.

4.1.1 Minimum requirements of people employed

- All of the *Contractor's* staff must be able to communicate in English.
- All of the *Contractor's* staff must have the necessary qualifications to execute the designated functions
- All of the *Contractor's* staff who are not South African citizens, must have valid work permits.

4.1.2 BBBEE and referencing scheme

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, duly completed, dated and signed by both deponent and the commissioner of oaths, and stamped by the commissioner of oaths) for EME/QSE level 1 to 2.

4.2 Subcontracting

4.2.1 Preferred subcontractors

No limitation

4.2.2 Subcontract documentation, and assessment of subcontract tenders

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, duly completed, dated and signed by both the deponent and the commissioner of oaths, and stamped by the commissioner of oaths).

4.2.3 Limitations on subcontracting

The use of Sub Contractors by the *Contractor* must be approved in writing by the *Service Manager* before commencement on site (if subcontractor work is required).

4.2.4 Attendance on subcontractors

This is the sole responsibility of the *Contractor*.

4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

Should a defect be identified a contractor has two weeks to correct the defect.

4.3.3 Contractor's procurement of Plant and Materials

N/A

4.3.4 Tests and inspections before delivery

Equipment's required to be provided as per the scope of work should be inspected before delivery to site.

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

The *Employer* will not provide any materials for use by the *Contractor*.

5. Working on the Affected Property

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

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

5.1.1 Roads and Vehicles

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

5.1.2 Security

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

5.1.3 Access to and Departure from the Site

- Access to all sites will be via the main security gate. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- All persons entering Eskom sites are subjected to alcohol testing.

5.1.4 Temporary Gate Permits

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

5.1.5 Removal

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

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- If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's Representative*, on receipt of the original security form, with which the *Contractor* brought the equipment on site.

5.2 People restrictions, hours of work, conduct and records

- The *Contractor* is responsible for the provision of meals of his own personnel, and the cost thereof.
- The *Contractor* is responsible for the provision of transportation for all personnel to site, from site and on Site.
- The *Contractor* is responsible for the training and development of his staff whilst employed by the *Employer*.
- The *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors and the *Service Manager* shall have access to these records at any time.

5.3 Health and safety facilities on the Affected Property

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

5.4 Environmental controls, fauna & flora

- Protection of the Fauna
- The *Contractor* shall protect fauna living within the Site and shall ensure that hunting, snaring, poisoning, shooting, nest raiding or egg collecting and disturbance does not occur.
- The *Contractor* is to ensure that his employees are instructed not to feed wild animals.
- The use of pesticides is prohibited unless accepted by the *Service Manager*.
- No domestic pets or livestock are permitted on site.

5.5 Cooperating with and obtaining acceptance of Others

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

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

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

5.6 Records of *Contractor's* Equipment

Prior to starting work on the Affected Site, the *Contractor* will compile a list of his equipment, either owned or hired, which will be used for the execution of this contract. It should include the make, type, year of manufacture, colour and function or use. This list will be signed off by the *Contractor* and the *Service Manager*.

- Any electrical equipment or appliances used by the *Contractor* must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- The *Employer* has the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

5.7 Equipment provided by the *Employer*

Prior to starting work on the Affected Site, the *Contractor* will compile the list of the *Employer's* equipment which is on site and will be used for the execution of the contract. This list will be signed off by the *Contractor* and the *Service Manager*.

All of the *Employer's* equipment will be returned to the *Employer* by the *Contractor* upon termination of the contract.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

5.8.1.1 Water and Electricity usage

- Water and Electricity will be supplied by the *Employer* and must be used in accordance with the Eskom Environmental objectives.
- The *Employer* will provide a central waste disposal area.
- The *Employer* will provide ablution facilities for use by the *Contractor's* employees on site.

5.8.1.2 Offices, Workshops and Stores

- The *Contractor* will make use of the work areas provided by the *Employer* in pursuit of doing Eskom work. The cleaning and housekeeping of all areas provided is the responsibility of the *Contractor*.

5.8.2 Provided by the Contractor

- The Contractor shall provide everything else necessary for Providing the Service.

5.9 Control of noise, dust, water and waste

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

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

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

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(a) Hazardous waste

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

5.10 Hook ups to existing works

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

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

5.11 Tests and inspections

- Inspection sheets to be displayed at the required work areas.
- Supervisor to do inspections as per check list, and sign off as verified,
- All check lists and Supervisor reports are to be submitted to the *Service Manager* timeously.

5.11.1 Description of tests and inspections

Refer to **Employer's requirements for the service** above

5.11.2 Materials facilities and samples for tests and inspections

N/A