

Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems for a period of five (5) years at Matla Power station



NEC3 Term Service Contract (TSC3)

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

and (Reg No. _____)

for **Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems for a period of five (5) years at Matla Power station.**

Contents:	No of pages
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CONTRACT No. [_____]

Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems for a period of five (5) years at Matla Power station

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	Page No.
C1.1 Form of Offer and Acceptance	
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	
C1.2b Contract Data provided by the <i>Contractor</i>	
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[N/A]

Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems for a period of five (5) years at Matla Power station

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:

Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems for a period of five (5) years at Matla Power Station

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

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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**

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

Name &
signature
of witness

Date

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X11 Termination by the Employer
		X17 Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom 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
	Tel No.	017 612 6329
	Fax No.	017 612 6615
10.1	The <i>Service Manager</i> is (name):	Xolani Dashe
	Address	Eskom Holdings SOC Limited Matla Power Station, Delmas Road, Private Bag X5012, Kriel, 2271

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

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Tel	017 612 6699
Fax	086 560 2498
e-mail	Dashex@eskom.co.za

11.2(2)	The Affected Property is	Matla Power Station
11.2(13)	The <i>service</i> is	Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems for a period of five (5) years at Matla Power station.
11.2(14)	The following matters will be included in the Risk Register	<i>As stipulated in the site information section of this contract</i>
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	60 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	2 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by

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from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

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

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Plant Unavailability 2. Weather condition
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)

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83.1	The <i>Contractor</i> provides these additional insurances:	【●】
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	【●】
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	2 weeks.
50.6	The <i>exchange rates</i> are those published in	N/A
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

Address	Will be appointed when the dispute arise
Tel No.	[•]
Fax No.	[•]
e-mail	[•]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

X1	Price adjustment for inflation
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X1.1	The <i>base date</i> for indices is	[•].A months prior to tender closing			
	The proportions used to calculate the Price Adjustment Factor are:	Description of work Labour	Proportion	Source of Index (CPI.	Index

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	Prices will be fixed and firm for a period of one year and four months ,thereafter there will be escalated annually by the applicable indices	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	Annexure A table below
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of • the total of the Prices at the Contract Date - and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on <i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification,

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		• Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	52 weeks 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	7 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Refer Annexure B (Penalties/KPI)
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	<i>The Contractor</i> submits a preliminary correlation curve within 10 working days of performing the test and a report within 4 weeks of performing the test
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z8 Provision of a Tax Invoice and interest. 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. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
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- 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.
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Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems for a period of five (5) years at Matla Power station

Annexure A: Penalties for low service damages schedule

KPI & Penalties	
Amount	Performance level (KPI)
R 5 000	If the report is late.
R 5 000	No response to NCR.
R 5 000	Commencement of works without approved risk Assessment
R10 000	Monthly works management average below 98%
R10 000	Monthly safety profile below 96%
R10 000	Audit finding repeats
R10 000	Monthly Environmental must be zero legal contraventions
Budget: The majority of the risk that may lead to compensations will be identified with mitigating actions on the risk assessment. Assessments are done as per the contract task order. Compensation events to be notified immediately to enable accurate financial commitments. In the Event of the Contractor contravening any of the financial requirements, Defect notifications will be issued.	
Time: <i>The Contractor</i> submits a preliminary correlation curve within 10 working days of performing the test and a report within 4 weeks of performing the test. Failure to comply with these allocated times will lead to Early Warnings being issued and in the case of continuance, a Defect Notification.	
Quality: <i>The Contractor</i> to comply with all the Employer's Quality requirements and policies. On completion of the works, the QIP will be signed by the Employer. It shall show all hold points and witness points for all critical activities. QIP's shall be signed before assessments are made. For non-compliance, Early Warnings shall be issued with follow-up meetings and in case of continuance, Defect Notifications shall be issued.	
Safety: <i>The Contractor</i> attends induction and submits a safety file. The Employer Permit regulations will be strictly adhered to and monitored. In case of Safety violations, the work shall be stopped and Defect Notifications Issued. 0% tolerance on safety issues, ignorance will lead to termination of contract	
Environmental: <i>The Contractor</i> to comply with all the Employer's Environmental requirements and policies. On completion of the works, the QIP will be signed by the Employer. For non-compliance, Early Warnings shall be issued with follow-up meetings and in case of continuance, Defect Notifications shall be issued.	
<i>Please Note: If the Contractor fails to comply after two Defect Notifications have been issued, the Employer is in the position to consider termination of the contract</i>	

KPI bonus will be 2,0% of the contract and will be based on how above criteria are met. Monthly KPI meetings will be conducted by the Service Manager, C&I Engineer and the contractor Site Manager.

Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems for a period of five (5) years at Matla Power station

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

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

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

Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems for a period of five (5) years at Matla Power station

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 _____	Attached
11.2(19)	The tendered total of the Prices is _____	

PART 2: PRICING DATA

TSC3 Option A

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

Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems for a period of five (5) years at Matla Power station

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems for a period of five (5) years at Matla Power station

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

BOILERS 1 - 6 SMOKE STACK GAS ANALYSER CALIBRATION, SERVICE AND REPAIR

Description		Unit	Quantity	Rate	Amount
Consumables & spares for Procal P2000					
P2000 Process Lens		No.	20		
P2000 Main Lens		No.	20		
P2000 Sample mirror		No.	20		
Gasket for P2000 in-situ heater		No.	80		
Gasket for P2000 mounting flange		No.	80		
Gasket for P2000 lens inner seal		No.	80		
Gasket for P2000 process lens outer seal		No.	80		
Gasket for P2000 end mirror (3 tie rod)		No.	80		
Gasket Clamp Ring (6 hole)		No.	40		
Gasket for Tie Rod		No.	240		
Pressure transducer assembly		No.	10		
PCB assembly 2-1180J00		No.	10		
Sinter assembly 500mm SS		No.	5		
IR source for P2000		No.	5		
AVU Coil		No.	15		
AVU Valve seal		No.	60		
AVU Valve 15mm N/C		No.	10		
AVU Valve 15mm N/O		No.	10		
Input Module 2-1103-00		No.	10		
Output Module 2-1190-00		No.	10		
Comms chips 5-1584-83		No.	20		

Opto-isolators		No.	20		
Procal Input output Unit (32 input board replacement)		No.	5		
Procal In-Situ Heater 1.8 m		No.	5		
Gasket for O2 analyser blanking plate		No.	40		
Ceramic Filter Assembly		No.	40		
Replacement detector element for ZFK8 230V		No.	20		
Purge Air Unit (Blower)		No.	5		
Blower air filter		No.	15		
D-FL220 Measuring head replacements		No.	20		
(10L)Gas Cylinder O2, (NO+CO2), (SO2+CO)		No.	10		
(50L)Gas Cylinder O2, (NO+CO2), (SO2+CO)		No.	10		
Maintenance and calibration of Procal P2000 analysers twice a month visit for 1 year - includes labour and travel		No.	48		
Health and Safety - includes file, medicals and inductions		No.	1		
Year 2 maintenance of Procal Analysers					
Maintenance and calibration of Procal P2000 analysers twice a month visit for 1 year - includes labour and travel		No.	48		
Health and Safety - includes file, medicals and inductions		No.	1		
Year 3 maintenance of Procal Analysers					
Maintenance and calibration of Procal P2000 analysers twice a month visit for 1 year - includes labour and travel		No.	48		
Health and Safety - includes file, medicals and inductions		No.	1		
Year 4 maintenance of Procal Analysers					
Maintenance and calibration of Procal P2000 analysers twice a month visit for 1 year - includes labour and travel		No.	48		
Health and Safety - includes file, medicals and inductions		No.	1		

Year 5 maintenance of Procal Analysers					
Maintenance and calibration of Procal P2000 analysers twice a month visit for 1 year - includes labour and travel		No.	48		
Health and Safety - includes file, medicals and inductions		No.	1		
TOTAL					

PART 3: SCOPE OF WORK

See the attached

	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
1.1	Safety	- Safety file must be submitted and must meet all the Eskom safety file requirements - All work is to be done in accordance with Matla plant procedures and safety regulations. (GGR 0992). - Matla power station induction must be done before any work commences. - Permit to work must be in place before any work commences. - Worker's register must be completed and daily risk assessment conducted before any work commences.	Hold Point	Contractor
1.2	Environmental Management.	- All activities listed in the National Environmental Act 107 of 1998, EIA Regulation 982,983,984 & 985(2014), must have AUTHORISATION before commencement of work. - The contractor shall comply with all applicable legal and other requirements. - The polluter pays principle will be applied. - The contractor manager shall ensure compliance with Eskom Matla Environmental procedures to ensure the prevention of pollution (OMOP 4090). - The last payment will be processed based on the status of the last housekeeping check sheet (Annexure G: OMOP 4018) of designated area. EMS file based on ISO14001 will be required.	Hold Point	Contractor
1.3	Quality Management	- The contractor/executioner of work will be responsible for drawing up all QCP documentation and this must be approved by engineering and authorised by the Quality Department before commencing with the work. - Contractors/executioner to adhere to QM 58 and OMOP4497 requirements. - Number of NCR issued can affect your next tendering process.	Hold point	Contractor

		- The QCP shall be signed progressively by the Engineer/Supervisor, Eskom QC Inspector, Contractor QC Inspector and/or AIA. - No procuring of outage items without the approval of scopes by quality - All outage scopes creep and scopes addition should be approved by quality. - No contractor should be in the possession of scopes for execution without the scopes approved by quality. - The contractor is subjected to quality auditing at any point in time during execution of scope.		
1.4	Adherence to Eskom policies, procedures and guidelines	If the contractor is not familiar with these policies, procedures and guidelines, then the contractor must request Eskom to provide these documents	Hold Point	Contractor
		Matla power station induction is to be completed before any work commences	Hold Point	Contractor
1.5	Commissioning reference	All work is to be carried out ONLY after daily proper risk assessments are conducted and the permit to work is in place. The limited access register also needs to be signed on a daily basis.	Hold Point	Contractor

DETAILED SCOPE

	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
2.1	The Scope of work for four (4) site visits per month (one (1) site visit per week). Carry out Bi-monthly Gas Analyser calibrations (twice a month), and two calibration verifications plus inspections (twice in a month) for south stack (common stack for unit 1, 2, & 3) and for Unit 4, 5 & 6 (Individual stacks per unit on the North Stack). The Smoke Stacks are equipped with PROCAL Pulsi 2000 gas analysers units for monitoring the following gasses: - Sulphur Dioxide (SO₂) – 0 to 2000 ppm - Nitric Oxide (NO) – 0 to 2000 ppm - Carbon Dioxide (CO₂) – 0 to 20% - Moisture (H₂O) – 0 to 15% - Carbon Monoxide (CO) – 0 to 500 ppm Additional Instruments Installed: - ABB 2600T series stack pressure – 0 to 1200Mbar (A) - Durag D-FL-220 flowmeter (Unit 4 to 6) - Durag D-FL-100 flowmeter (South Stack) with purging system - FUJI type ZFK8 zirconia oxygen - K1000 thermocouple	PROCAL Pulsi 2000 Calibrate SO₂, CO₂, CO and O₂ analysers Calibrate the H₂O Analyser once per year Calibration to be carried out as per OEM manual chapter 5 240-56242363 Eskom Emissions Monitoring and Reporting Standard Calibration certificates are to be submitted to Matla within one week of calibration One pager report to be submitted to Engineering department and Maintenance department within one week of visiting site	Hold	Supplier

	Check the performance and return to normal levels of emissions to determine the condition of optical equipment				
	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY	
2.2	Service the south stack (bowler 1 to 3), boiler 4, boiler 5, and boiler 6 flue gas exit, gas analysers and associated equipment as stipulated below in order to ensure reliability and availability - a Monthly service • Visual inspection of the optical head unit for physical and corrosion damage • Visual inspection of the auto zero/purge unit for physical and corrosion damage • Visual inspection of all cables and connections for integrity and damage • Clean the stack velocity meter air purge unit filter - b Annual service • Internal inspection of the optical head unit for signs of Ingress of dust, moisture or gases • Check that the source is emitting and that the exit lens is clean • Check all mirrors, lenses and optical fitter for cleanliness. • Check the filter wheel motor for ease of operation • Visual inspection of all cables and gas connections for Integrity and damage • Check the PT100 platinum resistance	PROCAL Pulsi 2000 Service to be carried out as per the OEM manual chapter 5 Report on the work performed, spares used, spares requirements for future use Replace and repair all faulty components Findings to be Communicated to Engineering and Maintenance in a form of a report within 24 hours of solving the fault	Hold	Supplier	

	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
	thermometer resistance		Hold	Supplier

	Note Optical spares, filters and gaskets required for the service is to be included			
2.3	Supply the required test gas to perform the bi-monthly calibrations as per item 2.1 above		Hold	Supplier
2.4	Repair the smokestack gas analysers as and when required This will include all of the analysers and equipment as installed on the stack to ensure an availability of at least 95%	Allowance to be made for worst case scenario	Hold	Supplier
2.5	To ensure compliance to Matla safety requirements, two Technicians per visit are required; For continuity of service Matla requires three Technicians to be available at short notice (Safety clearance and induction completed)			
2.6	Affiliation to the Stack Testers Association of South Africa is recommended			

BILL OF MATERIAL

Description		Unit	Quantity	Rate
Consumables & spares for Procal P2000				
P2000 Process Lens		No.	20	
P2000 Main Lens		No.	20	
P2000 Sample mirror		No.	20	
Gasket for P2000 in-situ heater		No.	80	
Gasket for P2000 mounting flange		No.	80	
Gasket for P2000 lens inner seal		No.	80	
Gasket for P2000 process lens outer seal		No.	80	
Gasket for P2000 end mirror (3 tie rod)		No.	80	
Gasket Clamp Ring (6 hole)		No.	40	
Gasket for Tie Rod		No.	240	
Pressure transducer assembly		No.	10	
PCB assembly 2-1180J00		No.	10	
Sinter assembly 500mm SS		No.	5	
IR source for P2000		No.	5	
AVU Coil		No.	15	
AVU Valve seal		No.	60	
AVU Valve 15mm N/C		No.	10	

AVU Valve 15mm N/O		No.	10	
Input Module 2-1103-00		No.	10	
Output Module 2-1190-00		No.	10	
Comms chips 5-1584-83		No.	20	
Opto-isolators		No.	20	
Procal Input output Unit (32 input board replacement)		No.	5	
Procal In-Situ Heater 1.8 m		No.	5	
Gasket for O2 analyser blanking plate		No.	40	
Ceramic Filter Assembly		No.	40	
Replacement detector element for ZFK8 230V		No.	20	
Purge Air Unit (Blower)		No.	5	
Blower air filter		No.	15	
D-FL220 Measuring head replacements		No.	20	
(10L)Gas Cylinder O2, (NO+CO2), (SO2+CO)		No.	10	
(50L)Gas Cylinder O2, (NO+CO2), (SO2+CO)		No.	10	
Maintenance and calibration of Procal P2000 analysers twice a month visit for 1 year - includes labour and travel		No.	48	
Health and Safety - includes file, medicals and inductions		No.	1	

Year 2 maintenance of Procal Analysers				
Maintenance and calibration of Procal P2000 analysers twice a month visit for 1 year - includes labour and travel		No.	48	
Health and Safety - includes file, medicals and inductions		No.	1	
Year 3 maintenance of Procal Analysers				
Maintenance and calibration of Procal P2000 analysers twice a month visit for 1 year - includes labour and travel		No.	48	
Health and Safety - includes file, medicals and inductions		No.	1	
Year 4 maintenance of Procal Analysers				
Maintenance and calibration of Procal P2000 analysers twice a month visit for 1 year - includes labour and travel		No.	48	
Health and Safety - includes file, medicals and inductions		No.	1	
Year 5 maintenance of Procal Analysers				
Maintenance and calibration of Procal P2000 analysers twice a month visit for 1 year - includes labour and travel		No.	48	

Health and Safety - includes file, medicals and inductions	No.	1	
TOTAL			

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems at Matla Power Station

1 Description of the service

1.1 Executive overview

The *Employer* intends to sustain the performance, monitor and control the gaseous emissions systems while at the same time optimising its functionality. The *Employer* intends to achieve this by acquiring the services of the highly skilled and accredited company to thrive to keep the gaseous emissions on the required environmental limits.

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

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems at Matla Power Station

2 Management strategy and start up.

2.1 The Contractor's plan for the service

A complete Quality Control Plan is to be submitted along with tender documents to implement, manage and control service provided to Matla Power Station.

Monthly attendance at Safety Meetings as well as compliance to Matla Power Station Safety rules and regulations is compulsory.

2.2 Management meetings

Monthly meetings will be required every 25th of the month to discuss Assessment as well as performance of the Contractor.

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 _25 th _ at the contract manager's office	Between U2 & 3 16ml C&I maintenance offices	<i>Employer, Contractor and Supervisors</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

Contractor is to ensure that all staff are closely supervised whilst working in various plants at Matla Power Station.

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.

Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems at Matla Power Station

2.5 Documentation control

Timesheets signed off by an Eskom Supervisor are to be attached to Monthly assessment also show the relevant number of visit per month on the invoice and the line number on of the task order.

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 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

N/A

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

N/A

2.9 Insurance provided by the *Employer*

Refer to Insurance Section of Contract.

2.10 Training workshops and technology transfer

Integrated Business Improvement (IBI) Training must be attended yearly as well as any specialised equipment training related to the service to be provided at each plant.

2.11 Design and supply of Equipment

All tools and equipment provided by the contractor is to be SABS Compliant and be fully functioning and to be checked daily as to whether it complies with the necessary health and safety requirements of Matla Power Station.

Bi-monthly calibration, monthly service and ad-hoc repairs of the south stack (boiler 1 to 3), boiler 4, boiler 5 and boiler 6 smoke stack gas emission analyser systems at Matla Power Station

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

2.12.1 Equipment

N/A

2.12.2 Information and other things

N/A

2.13 Management of work done by Task Order

All work is to be performed in Accordance with Task order provided.

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

Refer to the environmental section of the service information and ISO 14001 standard shall apply

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3.3 Quality assurance requirements

The contractor to comply with all the *Employer's* quality requirements, policies and the quality management plan must adhere to the Employer's 39-60 procedure on quality requirements for contractors. ISO 9001:2015 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.

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4.2 Plant and Materials

4.2.1 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

4.2.2 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.

4.2.3 Contractor's procurement of Plant and Materials

The Employer shall provide the contractor with the spares and all the equipment the contractor shall need to execute his/her job.

4.2.4 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.

4.2.5 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*'.

4.2.6 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).

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5 Working on the Affected Property

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

The Contractor must ensure that all his personnel attend a Health and Safety Induction Course presented by the Power Station free of charge prior to commencement with the services. This is a three (3) hour course and is valid for the duration of one (1) year at the Power Station.

5.2 People restrictions, hours of work, conduct and records

The attendance register needs to be signed daily at the *Service Manager's* office and the working hours on the *Employer's* sites are as follows:

Monday to Thursday – 07h00 to 16h15

Fridays – 07h00 to 12h00

5.3 Health and safety facilities on the Affected Property

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

5.4 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.

5.5 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.

5.6 Site services and facilities

5.6.1 Provided by the *Employer*

This is a mandatory cross reference form clause 25.2 in TSC3. The *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property.

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5.6.2 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.

5.7 Control of noise, dust, water and waste

Report any issue to the Service Manager

5.8 Tests and inspections

5.8.1 Description of tests and inspections

The contractor shall make sure that all the test equipment used i.e. Fluke multimeters is calibrated annually and the Employer shall do the annual inspection on these equipment

6 List of drawings

6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title