



NEC3 Term Service Contract (TSC3)

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

and

**for The Repair and Calibration of Condition Monitoring
Equipment for Various Grids in Transmission, for a
period of 36 months.**

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Part C1 Agreements & Contract Data

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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

The Repair and Calibration of Condition Monitoring Equipment for Various Grids in Transmission for a period of 36 months

Offer

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

The Repair and Calibration of Condition Monitoring Equipment for Various Grids in Transmission, 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	The offered total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

The Repair and Calibration of Condition Monitoring Equipment for Various Grids in Transmission for a period of 36 months

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**

ESKOM HOLDINGS SOC Ltd

Name &
signature of
witness

Date

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)_____
(Insert name and address of organisation)Name & signature of witness _____

Date _____

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		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
	Tel No.	011 800 8111
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	Pranesh Sewkumar
	Address	120 Henry Street, 1st Floor, Freepen Building, Bloemfontein, 9301
	Tel	051 404 5084
	Fax	-
	e-mail	sewkump@eskom.co.za
11.2(2)	The Affected Property is	Transmission Grids - Various
11.2(13)	The <i>service</i> is	The Repair and Calibration of Condition

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

Monitoring Equipment

11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	one week
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 Contractor submits a first plan for acceptance within	one weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	36 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25 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	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(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</p>

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. 2. 3.
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London)

		(see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	[•] South Africa		
	The person or organisation who will choose an arbitrator			
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in			
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx		
X18.3	The <i>Contractor's</i> liability for Defects due to	The greater of		

	his design of an item of Equipment is limited to	<ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two

or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 27.4

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z10.1 or had a business rescue order granted against it.

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.

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- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 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.

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)

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	100% 0%
11.2(14)	The following matters will be included in the Risk Register	Included in safety file
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	included in technical file
21.1	The plan identified in the Contract Data is contained in:	Technical file
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

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

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Responsibilities:

Qualifications:

Experience:

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

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

PART 2: PRICING DATA**TSC3 Option A**

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		<ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere 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.

C2.2 the *price list*

ESKOM HOLDINGS SOC LTD REPAIR & CALIBRATION OF CONDITION MONITORING EQUIPMENT AT EC SOUTHERN GRID					
ITEM	DESCRIPTION	UNIT	QUANTITY	CALIBRATION RATE	TOTAL
1	Baur, Type DPA, KV Tester	Each	2		R -
2	Dilo, Type 3-027-R002 - SF6 Multi Analyser	Each	1		R -
3	Dilo, Type 3-027-R002 - SF6 Percentage Tester	Each	2		R -
4	Dilo, Type 3-031-R2002 - SF6 Dewpoint	Each	2		R -
5	Dilo, Type 3-032-R2003 - Impurity Tester	Each	2		R -
6	Dilo, Type 3-038R-R303 - SF6 Multi Analyser	Each	1		R -
7	Doble, Type M4100, Tan Delta Tester	Each	2		R -
8	Doble, Type M4110, Leakage Reactance Tester	Each	1		R -
9	Doble, Type M4110, Leakage Resistance Tester	Each	1		R -
10	Doble, Type M5400, SFRA Tester	Each	2		R -
11	Elcon, Type S120 - Breaker Analyser	Each	1		R -
12	Elcon, Type SA10 - Breaker Analyser	Each	1		R -
13	Flir, Type P640, Infrared Camera	Each	2		R -
14	Kelman, Type Transport X, DGA	Each	2		R -
15	Megger, Type MOM200, Insulation Tester	Each	2		R -
16	Megger, Type PME100, Micrometer	Each	2		R -
17	Megger, Type TTR310, Insulation Tester	Each	2		R -

The Repair and Calibration of Condition Monitoring Equipment for Various Grids in Transmission for a period of 36 months

18	Megger, Type TTR310-47, Transformer Turns Ratio Tester	Each	2		R	-
19	Programma, Type GE, Ductor Tester	Each	1		R	-
20	Programma, Type MOM100, Contact Resistance Tester	Each	1		R	-
21	Programma, Type TM1600, Timing Tester	Each	2		R	-
22	Pruftechnik, Type Vib5.310, Vibration Tester	Each	2		R	-
23	Vanguard, Type LTCA 40, Winding Resistance Meter	Each	2		R	-
24	Wika, Type GIR10-Irleak 2000ppm, SF6 Leak Detector	Each	2		R	-
25	Repair of Equipment: The successful Supplier will be asked to quote on the cost of repair to relevant unit/s. the Grid will decide whether to proceed.					
26	Transport	km				
	Total Carried to Summary				R	

ESKOM HOLDINGS SOC LTD

REPAIR & CALIBRATION OF CONDITION MONITORING EQUIPMENT AT FS SOUTHERN GRID

ITEM	DESCRIPTION	UNIT	QUANTITY	CALIBRATION RATE	TOTAL	
1	Balmac, Type 250M, Vibration Meter	Each	2		R	-
2	Doble, LV Cables x2	Each	2		R	-
3	Doble, Type 0.2D-0024-02RevT, HV Cables x2	Each	2		R	-
4	Doble, Type 1164, TTR	Each	2		R	-
5	Doble, Type M4000, Insulation Analyser	Each	4		R	-
6	Doble, Type M4110, Leakage Resistance Tester	Each	2		R	-
7	Doble, Type M5400, SFRA Tester	Each	2		R	-
8	Flir, Type T640, Infrared	Each	6		R	-

	Camera				
9	Fluke, Type 123/0045-MO2, Vibration Meter/Scope	Each	2		R -
10	Fluke, Type 177, Multi Meter	Each	2		R -
11	Kelman, Type Transport X, DGA	Each	2		R -
12	Olympus, Type SP-570UZ, Digital Camera	Each	2		R -
13	Vaisala, Type M170D, Moisture Measurement Meter	Each	2		R -
14	Vanguard, Type IRM 5000, Insulation Resistance Meter	Each	2		R -
15	Vanguard, Type WRM-40, Transformer Resistance Meter	Each	2		R -
16	Repair of Equipment: The successful Supplier will be asked to quote on the cost of repair to relevant unit/s. the Grid will decide whether to proceed.	Sum			
17	Transport	km			
	Total Carried to Summary				R

ESKOM HOLDINGS SOC LTD

REPAIR & CALIBRATION OF CONDITION MONITORING EQUIPMENT AT APOLLO GRID

ITEM	DESCRIPTION	UNIT	QUANTIT Y	CALIBRATION RATE	TOTAL
1	Cali-Baf Dry Well, Type FXP-1, Calibrator	Each	2		R -
2	Doble, Type M4000, Insulation Analyser	Each	2		R -
3	Ductor Tester	Each	2		R -
4	Elcon, Type SA10 - Switch Analyser	Each	2		R -
5	Flir, Type P640, Infrared Camera	Each	2		R -
6	Fluke, Type 105B, Scopemeter	Each	2		R -
7	Fluke, Type 115, Multi Meter	Each	2		R -
8	Fluke, Type 123, Scopemeter	Each	2		R -

The Repair and Calibration of Condition Monitoring Equipment for Various Grids in Transmission for a period of 36 months

9	Fluke, Type 1550, Meg Ohmmeter	Each	2		R -
10	Fluke, Type 1555, Meg Ohmmeter	Each	2		R -
11	Fluke, Type 177, Multi Meter	Each	6		R -
12	Fluke, Type 25, Multi Meter	Each	2		R -
13	Fluke, Type 26, Multi Meter	Each	2		R -
14	Fluke, Type 27, Multi Meter	Each	2		R -
15	Fluke, Type 325, Clamp Meter	Each	2		R -
16	Fluke, Type 77 III, Multi Meter	Each	2		R -
17	Fluke, Type 79 II, Multi Meter	Each	2		R -
18	Fluke, Type 87 III, Multi Meter	Each	2		R -
19	Kyoritsu, Type 8112, Clamp Adaptor	Each	3		R -
20	LEM HEME, Type PR 30, AC/DC Current Probe	Each	2		R -
21	Megabras, Type MPK253, , Micro Ohmmeter	Each	2		R -
22	Megger, Type MIT520/2, Diagnostic Insulation Resistance Meter	Each	2		R -
23	Omicron, Type CPC 100, Omicron	Each	2		R -
24	Siemens, Type B1028, Multi Meter	Each	2		R -
25	Yokogawa, Type Handy Cal CA11, Calibrator	Each	2		R -
26	Yokogawa, Type Handy Cal CA11E, Calibrator	Each	2		R -
27	Repair of Equipment: The successful Supplier will be asked to quote on the cost of repair to relevant unit/s. the Grid will decide whether to proceed.	Sum			
28	Transport	km			
	Total Carried to Summary				R

ESKOM HOLDINGS SOC LTD					
REPAIR & CALIBRATION OF CONDITION MONITORING EQUIPMENT AT CENTRAL GRID					
ITEM	DESCRIPTION	UNIT	QUANTITY	CALIBRATION RATE	TOTAL
1	Doble, Type M4000, Insulation Analyser		3		R -
2	Doble, Type M4110, Leakage Reactance Tester	Each	2		R -
3	Doble, Type M5400, SFRA Tester	Each	2		R -
4	Doble, Type TTR, Test Capacitor	Each	2		R -
5	M4000, Test Sets	Each	3		R -
6	Vanguard, Type ATRT-03/2, Three Phase Ratio Tester	Each	2		R -
7	Vanguard, Type TRM-403, DC Winding Resistance Tester	Each	2		R -
8	Repair of Equipment: The successful Supplier will be asked to quote on the cost of repair to relevant unit/s. the Grid will decide whether to proceed.	Sum			
9	Transport	km			
	Total Carried to Summary				R

ESKOM HOLDINGS SOC LTD					
REPAIR & CALIBRATION OF CONDITION MONITORING EQUIPMENT AT NC WESTERN GRID					
ITEM	DESCRIPTION	UNIT	QUANTITY	CALIBRATION RATE	TOTAL
1	Dilo, 3-in-1, Gas Analyser	Each	2		R -
2	Dilo, Type 3-027-R002 - SF6 Multi Analyser	Each	1		R -

The Repair and Calibration of Condition Monitoring Equipment for Various Grids in Transmission for a period of 36 months

3	Dilo, Type 3-038R-R303 - SF6 Multi Analyser	Each	1		R -
4	Doble, Type M4100, Insulation Analyser (Tan Delta and Capacitance)	Each	2		R -
5	Doble, Type M4100, Tan Delta Tester	Each	2		R -
6	Elcon AB Sweden, Type SA10 - Switch Analyser	Each	2		R -
7	Flir, Type 150, IR Camera	Each	2		R -
8	Flir, Type T640, Infrared Camera	Each	2		R -
9	Flir, Type T640, IR Camera	Each	2		R -
10	Megger, Type TM1800, Timing Tester	Each	2		R -
11	VibXpert2, Vibration Tester	Each	2		R -
12	Repair of Equipment: The successful Supplier will be asked to quote on the cost of repair to relevant unit/s. the Grid will decide whether to proceed.	Sum			
13	Transport	km			
	Total Carried to Summary				R

ESKOM HOLDINGS SOC LTD

REPAIR & CALIBRATION OF CONDITION MONITORING EQUIPMENT AT NORTHERN GRID

ITEM	DESCRIPTION	UNIT	QUANTITY	CALIBRATION RATE	TOTAL
1	Doble, Type M4100, Insulation Analyser	Each	4		R -
2	Doble, Type M4110, Insulation Analyser	Each	2		R -
3	Doble, Type M5400, SFRA Tester	Each	2		R -
4	Flir, Infrared Camera External Lens	Each	2		R -
5	Flir, Type T640, Infrared Camera	Each	2		R -
6	Vanguard, Type IRM 5000, Insulation Resistance Meter	Each	2		R -

7	Vanguard, Type TRM-403, Transformer Resistance Meter	Each	2		R -
8	Vanguard, Type WRM-40, Transformer Resistance Meter	Each	2		R -
9	Repair of Equipment: The successful Supplier will be asked to quote on the cost of repair to relevant unit/s. the Grid will decide whether to proceed.	Sum			
10	Transport	km			
	Total Carried to Summary				R

ESKOM HOLDINGS SOC LTD

REPAIR & CALIBRATION OF CONDITION MONITORING EQUIPMENT AT EAST GRID

ITEM	DESCRIPTION	UNIT	QUANTITY	CALIBRATION RATE	TOTAL
1	Ducter	Each			R -
2	Doble, Type M4100, Tan Delta Tester	Each			R -
3	Doble, M7	Each			R -
4	Elcon, Type SA10 - Breaker Analyser	Each			R -
5	Flir, Infrared Camera	Each			R -
6	Repair of Equipment: The successful Supplier will be asked to quote on the cost of repair to relevant unit/s. the Grid will decide whether to proceed.	Sum			
7	Transport	km			
	Total Carried to Summary				R

ESKOM HOLDINGS SOC LTD					
REPAIR & CALIBRATION OF CONDITION MONITORING EQUIPMENT AT NORTH EAST GRID					
ITEM	DESCRIPTION	UNIT	QUANTITY	CALIBRATION RATE	TOTAL
1	Capacitance Tester	Each	1		R -
2	Contrep, Finger Pressure Tester	Each	5		R -
3	Chance, Link Stick Tester	Each	4		R -
4	Dilo, Type 3-031-R2002 - SF6 Dewpoint	Each	4		R -
5	Dilo, Type 3-027-R002 - SF6 Multi Analyser	Each	2		R -
6	Dilo, Type 3-027-R002 - SF6 Percentage Tester	Each	4		R -
7	Dilo, SF Sniffer	Each	4		R -
8	Elcon, Type SA10 - Switch Analyser	Each	5		R -
9	EC/TDS. Temperature Meter	Each	2		R -
10	Flir, Type P640, Infrared Camera	Each	4		R -
11	Flir, Type P65, Infrared Camera	Each	1		R -
12	Flir, Type T1020, Infrared Camera	Each	4		R -
13	Fluke, Type 177, Multi Meter	Each	19		R -
14	Fluke, Type 77 III, Multi Meter	Each	5		R -
15	Fluke, Type Y8100, Multi Meter	Each	2		R -
16	Kelman, Type Transport X, DGA	Each	2		R -
17	GHM Greisinger, Conductivity Meter	Each	2		R -
18	Major Tec, Type MT24, Multi Meter	Each	2		R -
19	Major Tec, Tong Testers	Each	6		R -

The Repair and Calibration of Condition Monitoring Equipment for Various Grids in Transmission for a period of 36 months

20	Megger, Type DMO, Micro Ohm Meter	Each	2		R	-
21	Megger/Avo, Type Yello, Micro Ohm Meter	Each	1		R	-
22	Megger, Type Miljoner, Micro Ohm Meter	Each	2		R	-
23	Megger, Type 500V, Meggers	Each	2		R	-
24	Programma, Type MOM 200/600, Micro Ohmmeter	Each	6		R	-
25	Programma, Type TM1600, Timing Tester	Each	2		R	-
26	SF6 Scales	Each	5		R	-
27	Toptronic/Balco, Capacitance Tester	Each	1		R	-
28	Toptronic/Balco, Earth Leakage Testers	Each	5		R	-
29	Toptronic/Balco, Tong Testers	Each	15		R	-
30	Wika, Master Gauge	Each	8		R	-
31	Wika, SF6 Master Gauge	Each	6		R	-
32	Repair of Equipment: The successful Supplier will be asked to quote on the cost of repair to relevant unit/s. the Grid will decide whether to proceed.	Sum				
33	Transport	km				
	Total Carried to Summary				R	

ESKOM HOLDINGS SOC LTD			
REPAIR & CALIBRATION OF CONDITION MONITORING EQUIPMENT AT Tx GRIDS - SUMMARY			
BILL #	DESCRIPTION	AMOUNT	
1	APOLLO GRID	R	
2	CENTRAL GRID	R	
3	EAST GRID	R	
4	EC - SOUTHERN GRID TECHNICAL SUPPORT	R	
5	FS - SOUTHERN GRID	R	
6	NC - WESTERN GRID	R	
7	NORTHERN GRID	R	
8	NORTH EAST GRID	R	
		R	

The total of the Prices

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The Repair and Calibration of Condition Monitoring Equipment for Transmission's Grids, as per defined standards, for a period of 36 months

1.2 Employer's requirements for the service

- Inspect, Fault-finding, Repair of equipment
- Calibration of equipment
- Transportation of equipment by supplier, all units are to be returned to point of pick up.
- The contractor should be able to provide training of their equipment/s that they are providing to Eskom
- The contractor should be in a position to offer the after sales to business without any restriction
- The contract/contractor should be able to assist their client with technical aspects in terms of software on computers and assist rebooting of the equipment/s knowledge of machinery when technician/s are on the field.
- The contract/contractor should provide a loan equipment/s which is similar to the affected equipment, when the business equipment/s are sent in for calibration or repair.
- All work to be executed according to relevant Eskom standards and procedures
- Calibration shall be carried out according to Eskom standard for calibration of test instruments used by field staff or as per test instrument manufacturer specification.
- Any parts or equipment found to be damaged/faulty and / worn: these are to be quoted on and charged on and charged out separately.
- All material / spares to be provided by the supplier, no free issued material to be supplied by Eskom.
- The contractor will be required to apply the pre-approved rates and provide the respective Eskom representative with a fixed price quotation.
- No work to be executed before a Purchase order has been issued to the supplier.
- Fault report to be issued to Eskom after each repair.

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

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The location of the relevant condition monitoring equipment are located in Various Grids as per the scope of work.

The supplier is to provide location of the accredited laboratory where such equipment will be repaired and/or calibrated.

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 and _____</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

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

On relevant equipment as and when required

2.11 Design and supply of Equipment

N/A

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

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.

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: Kersemi 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

4.1 People

4.1.1 Minimum requirements of people employed

The *Contractor's* Site Manager shall ensure that only qualified people will be allowed to work on plant. The *Service Manager* shall be entitled to verify the qualifications of the key people.

Note: The *Service Manager* and the *Contract Supervisor* must verify qualifications of all people that will be used for this contract

4.1.2 BBBEE and preferencing scheme

Change of Broad Based Black Economic Empowerment (B-BBEE) Status

Where a change in the *Contractor's* legal status, ownership or any other change to his/her 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.

The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his/her B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.

Where as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate or alternatively terminate the *Contractor's* obligation to provide the works.

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 procedure on termination will apply.

4.1.3 Supplier Development & Localisation (SD & L)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the SD & L in accordance with and as provided for in the *Contractor's* SD & L compliance schedule stated below;

Skills Development

Tenderers are required to propose against the following training initiatives;

Category	Eskom's target	Supplier 's proposal
Technician	3	

B-BBEE: Tenderers will be required to maintain or improve their B-BBEE status for the duration of the project.

Mandatory Compliance for Contract Award

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

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

2.5% Supplier Development and Localization (SD & L) retention will be withheld over and above the normal contract retention. The retention

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not Applicable.

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

To be done, as per defined Standards

5 Working on the Affected Property

N/A

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

N/A

5.2 People restrictions, hours of work, conduct and records

N/A

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

N/A

5.7 Equipment provided by the *Employer*

N/A

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

N/A

5.8.2 Provided by the *Contractor*

Accredited Laboratory, as per SANAS for the repair and calibration of equipment

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

All work to be executed according to relevant Eskom standards and procedures
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Calibration shall be carried out according to Eskom standard for calibration of test instruments used by field staff or as per test instrument manufacturer specification.
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Any parts or equipment found to be damaged/faulty and / worn: these are to be quoted on and charged on and charged out separately.
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Fault report to be issued to Eskom after each repair.

5.11.2 Materials facilities and samples for tests and inspections

N/A

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