



NEC3 Term Service Contract (TSC3)

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

and
(Reg No. _____)

**for THE PROVISION OF AIR CONDITIONING REPAIRS
AND MAINTENANCE SERVICES AT SIMMERPAN
COMPLEX, APOLLO, BERNINA AND GRAND
CENTRAL AIRPORT AND SURROUNDING AEAS ON
AN AS AND WHEN REQUIRED BASIS.**

Contents:

Part C1 Agreements & Contract Data
Part C2 Pricing Data
Part C3 Scope of Work

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

C1.1 Form of Offer and Acceptance

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

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

C1.1 Form of Offer & Acceptance

Offer

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

The Provision of Air-conditioning Repairs and maintenance Services at Simmerpan Complex, Apollo, Bernina, Grand Central and surrounding areas, on an as and when required basis 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	RATE BASED
	Sub total	RATE BASED
	Value Added Tax @ 15% is	RATE BASED
	The offered total of the amount due inclusive of VAT is ¹	RATE BASED
	(in words) RATE BASED	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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)

Eskom Holdings SOC Ltd

(Insert name and address of organisation)

Name &
signature
of witness

Date

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
		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.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	
	Address	Simmerpan complex, Lake Ave, Germiston
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Simmerpan Complex, and surrounding areas

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

11.2(13)	The <i>service</i> is	The Provision Airconditioning Repairs and Maintenance Services at Simmerpan Complex Grand central, Bernina and Apollo, on an as and when required basis
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One(1) week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One (1) month prior to the start date of the contract Date, provided Eskom submits their maintenance plan requirements to the contractor.
3	Time	
30.1	The <i>starting date</i> is.	TBA
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	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	Four (4) weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands 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. N/A
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/InsurancePolicies/Procedures/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/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
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/InsurancePolicies/Procedures/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	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).
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	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is 	

12	Data for secondary Option clauses																										
X1	Price adjustment for inflation																										
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p> <table><thead><tr><th>Proportion</th><th>linked to index for</th><th>Index prepared by</th></tr></thead><tbody><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.10</td><td colspan="2">non-adjustable</td></tr><tr><td>1.00</td><td colspan="2"></td></tr></tbody></table> <p>Prices are fixed for 12 months from base date</p>	Proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.10	non-adjustable		1.00				
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0.10	non-adjustable																										
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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 B																									
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 his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none">the total of the Prices at the Contract Date and <ul style="list-style-type: none">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/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx																									

		ncePoliciesProcedures/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 end of liability date is	6months 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	2 days of receiving the Task Order
Z	The additional conditions of contract 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.

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 <i>Contractor</i> 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 <i>Contractor</i> , 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- Further information and full details of all Eskom provided policies and procedures may be obtained from:

From_1_April_2014_To_31_March_2015.aspx

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job 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	C2.2 the price list
11.2(19)	The tendered total of the Prices is	RATE BASED
C	Target contract with price list	

PART 2: PRICING DATA
TSC3 Option A

Document reference		Title	
	C2.1	Pricing assumptions: Option A	
	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
		<ol style="list-style-type: none">1. the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and2. where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Refer to the attached BoQ attached named “**Price Schedule- Air Conditioning Maintenance and Repairs Services**”

Notes to the *price list*

1. The rates will remain fixed and firm for the first 12 months of the contract period, thereafter the rates will be escalated using CPI.
2. Where quotations are required, Eskom will not pay the *Contractor* to supply quotes.

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Interpretation and terminology	Error! Bookmark not defined.
Management strategy and start up	Error! Bookmark not defined.
The <i>Contractor's</i> plan for the <i>service</i>	Error! Bookmark not defined.
Management meetings	Error! Bookmark not defined.
<i>Contractor's</i> management, supervision and key people	Error! Bookmark not defined.
Provision of bonds and guarantees	Error! Bookmark not defined.
Documentation control	Error! Bookmark not defined.
Invoicing and payment	Error! Bookmark not defined.
Contract change management	Error! Bookmark not defined.
Insurance provided by the <i>Employer</i>	Error! Bookmark not defined.
Training workshops and technology transfer	Error! Bookmark not defined.
Design and supply of Equipment	Error! Bookmark not defined.
Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	Error! Bookmark not defined.
▪ Equipment	Error! Bookmark not defined.
▪ Information and other things	Error! Bookmark not defined.
Management of work done by Task Order	Error! Bookmark not defined.
Health and safety risk management	Error! Bookmark not defined.
Environmental constraints and management.	Error! Bookmark not defined.
Quality assurance requirements	Error! Bookmark not defined.
Procurement	Error! Bookmark not defined.
People	Error! Bookmark not defined.
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BBBEE and preferencing scheme	Error! Bookmark not defined.
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Subcontracting	Error! Bookmark not defined.
Preferred subcontractors	Error! Bookmark not defined.
▪ Subcontract documentation, and assessment of subcontract tenders	Error! Bookmark not defined.
Limitations on subcontracting	Error! Bookmark not defined.
Attendance on subcontractors	Error! Bookmark not defined.
Plant and Materials	Error! Bookmark not defined.
Specifications	Error! Bookmark not defined.
Correction of defects	Error! Bookmark not defined.
<i>Contractor's</i> procurement of Plant and Materials	Error! Bookmark not defined.
Tests and inspections before delivery	Error! Bookmark not defined.
Plant & Materials provided “free issue” by the <i>Employer</i>	Error! Bookmark not defined.
Working on the Affected Property	Error! Bookmark not defined.
<i>Employer's</i> site entry and security control, permits, and site regulations	Error! Bookmark not defined.
People restrictions, hours of work, conduct and records	Error! Bookmark not defined.
Health and safety facilities on the Affected Property	Error! Bookmark not defined.
Environmental controls, fauna & flora	Error! Bookmark not defined.
Cooperating with and obtaining acceptance of Others	Error! Bookmark not defined.
Records of <i>Contractor's</i> Equipment	Error! Bookmark not defined.
Equipment provided by the <i>Employer</i>	Error! Bookmark not defined.
Site services and facilities	Error! Bookmark not defined.
Provided by the <i>Employer</i>	Error! Bookmark not defined.
Provided by the <i>Contractor</i>	Error! Bookmark not defined.
Control of noise, dust, water and waste	Error! Bookmark not defined.
Hook ups to existing works	Error! Bookmark not defined.
Tests and inspections	Error! Bookmark not defined.
Description of tests and inspections	Error! Bookmark not defined.

Materials facilities and samples for tests and inspections.....	Error! Bookmark not defined.
Drawings issued by the <i>Employer</i>	Error! Bookmark not defined.

1 Description of the service

1.1 Executive overview

The purpose of this contract is to appoint a suitable qualified *Contractor* for the Provision of Technical Facilities Management Services to Eskom Real Estate (ERE) Simmerpan Offices located at Conner of Power and Refinery road Germiston and surrounding areas. The Contractor to respond within 24 hours, however, should an emergency arise, the response time to be immediate

1.2 Employer's requirements for the service

The scope includes the provision of the following facilities management services:

- Building management services
- Heating and Ventilation Air Conditioning System
- Water treatment services

The *Contractor* shall provide all labour, supervision, administration and management, transport, equipment, tools, supplies and material required to perform the facilities management services specified here

The scope of electrical services includes but is not limited to

1. Supply, Installations, repairs and maintenance of all and any damages to Eskom properties, foreseen and unforeseen.
2. To create a safe, favourable and user friendly, environment for Eskom employees and tenants in order to maintain employee satisfaction and increased productivity.
3. On a daily basis attend to calls from Eskom employees through Transmission Facilities instruction and attend to emergency maintenance work.
4. As and when required there will be a need to do work after hours as may be requested by the Eskom Facilities.
5. As per the size of the complex and consideration of its age, we need resources that will be on site permanently to attend to day to day defects at the request of Eskom Facilities.
6. The response time for the *Contractor* to supply quotations is 3 working days from the date of request. Eskom will not pay for the *Contractor* for obtaining quotations, unless otherwise agreed by the *Service Manager*.
7. *The Contractor* will be subject to performance appraisals based on Eskom's key performance indicators. Based on outcomes of these performance appraisals, the *Service Manager* reserves the right to withhold allocation of works to non-performing contractors.
8. The contractor must submit remittance advices/proof of payment of his sub-contractors to the service manager upon request. The *service Manager* has the right to request the remittance advices directly from the sub-contractors employed by the *Contractor* at any time to recon payment made to *Contractor* versus payment made to sub-contractors. The *contractor* can choose the method of submitting proof of payment for sub-contractors, provided such proof is authentic.
9. The *Contractor* confirms that their employees will be remunerated at a minimum of the Government Gazetted labour rates.

SIMMERPAN COMPLEX BUILDINGS

Building name	Indoor units	Outdoor units	Make	Type
Air con workshop	3	2	York	2 split units, 1 console unit
Ackerman	36	22	Airdale	14 split units, 8 ducted splits, 15 consoles
D.C. Lab	38	1	National	37 Console units, 1 Split unit
Dist sever room	4	4	Uniflair	Close control server room units
Psychometric Centre	3	3	Mitsubishi	2Mid wall split units, 1 cassette
Facilities	9	9	National	Floor split units
Gavin Bruce PTM	10	2	Mitsubishi	Heat recovery units
House 1-9	42	42	Panasonic	Mid wall split units
HR Block EFC	32	32	Mitsubishi	Mid wall split units
Hume	74	70	National	split units, window units, console units
Hume prefabs	36	34	National	34 Split units, 2 window units
HV lab	3		National	3 Console units
Johan Gossen			Carrier	Included in PTM West wing
Kevin Placket west gate	5	5	Carrier	Split units, National, carrier, Panasonic
Live line and park homes	6	3	Carrier	3 Split units, 3 window units
Flexiform next to EFC	9	7	Panasonic	7 Split units, 2 console units
Metering	4	4	Carrier	3 mid wall split units, 1 ducted split unit
NMC AT PTM	4	2	Carrier	Central plant
North store Distribution	10	10		Split units
North store Ronnie	10	10	Carrier	Split units
Old Esprop office	8	8	LG	8 mid wall, 1 hide away, 1 under ceiling
Old museum	4	4	National	split units
Old pay roll and Medical C	17	17	Carrier	mid wall split units and cassette units
Old PTM	3	2	Climaven	Central plant
Old risk office behind gym	8	8	Mitsubishi	Mid wall split units
Old transport	5	2	Carrier	Split units, window units
Oriel and room 26	3	3	National	2 national splits, 1 ducted package unit
Transit building	11	3	Mitsubishi	10 Heat recovery units 1 split unit
Petrol pump Joe	6	6	National	Split units
PTM central plants	4	2	Carrier	Central plant
PTM room 77, 29	4	4	Mitsubishi	Under ceiling split units
PTM West wing	38	30	Mitsubishi	Split units, 7 Package units, 1 Evap cooler
PTM Prefabs	32	30	National	split units, window units, mid wall
PTM Workshops	1	1	National	Split units
Relay store PTM	13	13	Mitsubishi	Mid wall split units
Sandra	10	10	Mitsubishi	Split units
School of tech	18	15	York	15 Split units, 3 window units
Simmer centre	55	2	National	45 Console units, 10 Split units
Matumi building	22	10	Mitsubishi	16 Heat recovery, 2 splits, 4 in rack cooling
Switchgear	3	3	Dahum B	2 Central plant 2 AHU 1 split unit
Transport west gate	1	1	Carrier	Mid wall split units
Tom stores	3	1	Panasonic	1 Split units, 2 window units
Victoria lake inn	30	30	Mitsubishi	split units

Victoria lake inn fridge	9	9		2 walk in fridge / freezer Under counter
Victoria lake heat pumps		3	Tasol	Water heat pumps
Victoria lake extractor fans	8			Ducted extraction systems
Zero and entrance	11	3	Mitsubishi	10 Heat recovery units 1 split unit

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National Control, Dec, Regional Control and Simmer Centre

Building name	Indoor units	Outdoor units	Make	Type
Regional control offices	26	8	Panasonic	18 Console units, 8 split units
Regional control room	2	4	Airdale	Ducted split unit
Regional control ups	6	6	Mitsubishi	Split units
National control	202	30	Mitsubishi	195 indoors 7 heat recovery fresh air 7FAH
National control Split units	20	20	LG, Alliance	Under ceiling , mid wall splits
Simmer Centre	49	5	Mitsubishi	48 indoor heat recovery 1 split unit
National control room	2	4	Airdale	
DEC	25	5	Clivet	12 AHU 13 FCU 4 Chillers 1 heat pump
Apollo Substation				
Bernina				

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Coordinates to sites that are outside the Simmerpan Complex site

GPS coordinates

Apollo substation -25.923459 28.278040
Minerva substation -25.92449 28.08190
Bernina substation -26.44677 27.66295
Grand Central Airport -25.987330 28.138871

In addition to the listed sites, Eskom may request the *Contractor* to execute works on other Eskom sites in the region on and as and when required basis.

Closure of site

In the event that a site or building closes down then the service at that site must come to a stop, No compensation will be paid to the contractor when a site is closed down.

1.3 Detailed description of the service

Item	Description	Frequency
1.3.1	BUILDING MANAGEMENT SYSTEM (BMS)	
1.3.1.1	<p>BMS and Controls – Services to be done By OEM accredited agent</p> <ul style="list-style-type: none"> Advise on software upgrades to ensure communication to latest technology controllers and to prevent system from becoming outdated. Do system back-ups of database Update graphics and do modifications to database when required Check alarm and failure reports from controls workstation and resolve problems if any and pick up sequential problems from alarm counts. Check BMS system workstation for correct operation and do necessary adjustments/programming Give problem areas/defects first priority Check step controllers (heaters, air-handling units) for correct operation and adjust where necessary Check all switching and monitoring points (pumps, fans, chillers, flow switches, etc.) Control loops to be checked and adjusted where necessary(e.g. sensor, damper, actuator cycle) Check and ensure flow switches, static pressure sensors and timers are in order Checking and repairing of fire damper operation and control Checking of MEC controller and PB controllers for correct operation for system communication. Supply SMS Alarm service and ensure correct operation thereof Investigate problem areas for better control, experimenting with supply air, return air, enthalpy or averaging control Check and repair server where necessary Supply report after every service System improvement and energy management to form part of service Physically check damper operations that control return-, outside- and exhaust air and enthalpy to confirm correct operation as per BMS settings and to ensure economy cycles are functioning efficiently Physically check actuator operation for dampers, vortex dampers, cooling towers to confirm correct position as per BMS settings – make sure bolts are properly secured to prevent slipping on damper shafts. Examine, clean and test all control devices Check and ensure all sensors – for air temperature: supply-, return- and fresh/outside air, humidity, enthalpy and room temperatures are functioning properly. Also check all automatic temperature set points and adjust where necessary, including re-heater set points and sensors to switch on and off at the correct temperatures Physically check heating- and cooling coil valves positions are correct as per BMS Settings Check that Chiller by-pass valves are operating correctly to prevent chillers from starting and stopping too frequently- do adjustments where necessary 	3 x per year for Simmerpan

	<ul style="list-style-type: none"> • All minor repairs where material is not required must be done as part of service • Check that water differential pressure controllers are operating correctly • Check all control interlocks on control panels and interaction with other controls are functioning correctly • Check that level switches on Chilled water make up and expansion tanks are functional • Source, supply, and install necessary replacement parts. • Provide emergency call-out service – 2hour response time – report on site within 4 hours 	
1.3.1.2	<p><u>BMS POINTS LIST</u> Service</p> <p>All of the general items below are described in the Points List. The Points List will determine the scope of work in that every point on each of the Points List shall be tested and proved functioning 100% correct. Five types of input/output signals to be checked</p> <p>Analogue input</p> <ul style="list-style-type: none"> • Temperature, Pressure, Kilowatt etc. <p>Analogue output</p> <ul style="list-style-type: none"> • Control Signal to Valve, Damper Motor, Variable Speed Drive etc. <p>Digital input</p> <ul style="list-style-type: none"> • [Contact Condition, Door Switch, Sump Alarm, Pump Status etc.] <p>Digital output</p> <ul style="list-style-type: none"> • [Start/Stop of Pumps, Fans etc.] <p>Incremental output</p> <ul style="list-style-type: none"> • Similar to Analogue Output but Performed by Switching Relays] • The last and most important item to test is the operation of these outputs and inputs as an integrated control system by testing the program within the controller. <p>Service of Analogue input</p> <ul style="list-style-type: none"> • Physically inspect sensor for dirt, contamination or damage. • Measure the variable with an independent instrument (digital thermometer, multi-meter, current clamp meter, manometer etc. and check that this reading correlates with the Building Management System's reading within the tolerance of the sensor. • Check that the controller calibration values are current for that specific controller and rectify if required. 	3 x year for Simmerpan

	<p>Service of Analogue output</p> <ul style="list-style-type: none"> Drive the device manually via the controller keyboard and physically verify its operation. In case of valves, the temperature on each port of the valve must be measured when the valve is fully closed. Five (5) minutes later the valve should be opened to 50% and the same temperature measurements done again. Five (5) minutes later the valve should be driven 100% open and the temperature readings checked for final result. If there is a distinct difference between the three (3) readings for the valve temperatures, there is possibility of mechanical problems with the valve, strainer, etc. <p>Service of Digital input</p> <ul style="list-style-type: none"> Trigger the actual event, which will cause a change of state and confirm that the Building Management System receives the event correctly. Open monitored door, trip chiller, trip filter differential pressure switch, turn on pump etc. <p>Service of Digital output</p> <ul style="list-style-type: none"> The output should be energised from the Building Management System and the corresponding equipment must be seen to start. <p>Service incremental output</p> <ul style="list-style-type: none"> Drive the device manually via the controller and physically verify its operation 	
<u>1.3.1.3</u>	<p><u>FIRE DAMPERS TESTING</u></p> <ul style="list-style-type: none"> All the Fire Dampers shall be tested to ensure correct operation during an emergency. Activate from BMS. The Contractor shall be required to reset all the Fire Dampers after the test have been completed and ensure that all did reset. Prior arrangements to carry out these tests will be required from the Employer's Representative. 	3 x year
<u>1.3.1.4</u>	<p><u>Fire Dampers Service</u></p> <p>Service</p> <ul style="list-style-type: none"> Fire Dampers shall be serviced as all related equipment/accessories to ensure the smooth and faultless operation of the Fire Dampers in the event of emergency. Equipment/Accessories will include the fire damper, links, limit switches, relays, all cabling, wiring and termination points etc. 	Annually
<u>1.3.1.5</u>	<p><u>Fire Dampers Ad Hoc Testing</u></p> <p>As and when required Service</p> <p>Testing as may be determined by unplanned events. Reset after</p>	

	Emergency Application or Activation of the Fire Dampers. Ensure all fire dampers returned to normal position	
<u>1.3.2</u>	<u>Heating and Ventilation Air Conditioning System</u>	
<u>1.3.2.1</u>	<p><u>2 x Air cooled Carrier chillers, 2 x climavaneta Water cooled at Simmerpan</u> <u>4 x Air-cooled Clivet chillers at National control</u></p> <p>Diagnostics of defects, minor adjustments of controls and minor repairs. Major repairs such as dismantling of components, opening up of systems, the evaluation and re-charging of same etc., is not included in this coverage. Major repairs shall be reported to the Employer's Representative and a written quotation shall be submitted. On acceptance of the quotation the Employer's Representative will issue a written task order to the Contractor. Only upon receipt of the written task order, the Contractor may proceed with the major repairs as detailed in the task order. Routine maintenance will be done as per manufacturer's specifications, the below only an indication of work to be done.</p> <p>Service</p> <ul style="list-style-type: none"> • Record operating temperatures, pressures and amperages. • Check the operation of all safety controls. • Check the operation of the microprocessor • Check the condenser and evaporator tubes for fouling. (Performance checks only, no visual inspection, record pressure drop). • Wash condenser coils (air cooled) • Check oil and refrigerant charge. • Check for refrigerant leaks. • Check all gauges for functioning properly and correctly. • Check the operation of loading/unloading system. • Check control panel and starter parts for wear. • Check all flanges and tighten where necessary. • Tighten all starter and control terminations. • Carry out insulation resistance test on motor windings and record readings. • Report all detected system deficiencies in writing. • Check power supply cable and control cable are properly supported and protected • Check and discuss the operating log with the Employer's Representative. 	<p>3 x year for Simmerpan Monthly for National Control</p>
<u>1.3.2.2</u>	<p><u>2 x Air cooled Carrier chillers, 2 x climavaneta Water cooled at Simmerpan</u> <u>4 x Air cooled Clivet chiller at National Control</u></p> <p>The annual service includes all the items listed in the above for the quarterly inspection and service in addition to the following items:</p> <ul style="list-style-type: none"> • Record operating temperatures, pressures and amperages. • Check refrigerant for acid and moisture • Take an oil sample for analysis and report • Check for refrigerant leaks. • Check all flanges and tighten where necessary. • Check all support brackets of piping • Check condition of insulation 	Annual

	<ul style="list-style-type: none"> • Check control panel and starter parts for wear. • Re-calibrate and check operation of safety controls • Check the microprocessor program • Tighten all starter and control terminations. • Carry out insulation resistance test on motor windings and record readings. • Check the operation of loading/unloading system. • Clean shell and tube or flush plate heat exchangers. • Take thickness readings and record. • Check the refrigerant charge. • Check and discuss the operating log with the Employer's Representative. • Run each unit and report any deficiencies and recommendations. 	
<u>1.3.2.3</u>	<p><u>Cooling Towers</u></p> <p>Service</p> <ul style="list-style-type: none"> • Check General Operation • Drain Tower, Clean out Sump and Refill • Check Operation of Ball Valve and Water Level • Clean Out Sump Strainer • Check Water Does not Overflow on Shut-down • Clean Spray Nozzles • Check Bleed Valve is Clean (Setting to be adjusted by Water Treatment Contractor) • Grease Fan and Motor Bearing • Clean Eliminators • Clean Mountings • Check Impeller Fan Blades • Check Water Entering and Exiting Conditions in Cooling Tower and Record • Lubricate Motor Base Slides and Adjusting Screws • Check that Air Intake Screens are Clean and Secure • Check for Unusual Noise or Vibrations • Inspect Protective Finish and Report Condition • Check for Unnecessary Water Carry Over 	3 x per year
<u>1.3.2.4</u>	<p><u>Air Conditioning Filters</u></p> <p><u>Inspection of Filters and Filter Frames</u></p> <p>Service</p> <ul style="list-style-type: none"> • Remove all filters from one air handling unit at a time. • Inspect filters for defects. <p>Inspect and clean filter frame properly before re-installing filters</p> <p><u>Replacement of air-conditioning filters</u></p> <ul style="list-style-type: none"> • All the air-conditioning filters shall be supplied and replaced by the Contractor on request <p>Remove existing old filter</p>	As and when required

	<ul style="list-style-type: none"> Inspect all framework and clips for damage, rust and fair wear and tear. Clean framework. <p>Fit new filter in position</p> <ul style="list-style-type: none"> The Contractor shall remove all the redundant filters from the Site and dispose of these redundant filters only at a registered dump site. It is the responsibility of the Contractor to obtain written proof from the registered dump site that the waste was disposed of in a safe manner. A copy of this document shall be placed on record in the Contractor's Health, Safety & Environmental File. Another copy shall accompany the invoice for the work. 	
<u>1.3.2.5</u>	<p><u>Filter cleaning</u></p> <ul style="list-style-type: none"> Two sets of filters will be on site. One set will be in operation and the second set will be stored. When it is time to clean the filters, we will take the set in storage and put them in operation while the dirty filters are washed and dried. After drying they will go into storage unit next filter maintenance take place 	Monthly
<u>1.3.2.6</u>	<p><u>Air Handling units</u></p> <p>Service</p> <ul style="list-style-type: none"> Check Fan in Operation Check Fan and Motor Bearings Lubricate Fan Bearings Check Condition of Fan Belts. Realign Drives if Adjustment is Required. Check Condition of Pulleys Check Base Mounting Springs Inspect Flexible Duct Collar Ensure Coupling Guard is Secure Check Motor and Terminal Connections Check for Excessive Vibration Cleaning Humidifier bottles and check operation <p><u>Exhaust Fans and Toilet Extraction Fans</u></p> <p>Service</p> <ul style="list-style-type: none"> Check Fan in Operation Check Motor Bearings Clean Air Screen Check Motor and Terminal Connections Check for Excessive Vibration Check and clean speed drives 	3 x year for Simmerpan Monthly for National Control
<u>1.3.2.7</u>	<p><u>Split Air-Conditioning Units</u></p> <p>Service</p> <ul style="list-style-type: none"> Check Operation of Unit Clean Air Filters Check Condenser Fan Motor Bearings 	3 x year for Simmerpan Monthly for National Control

	<ul style="list-style-type: none"> • Clean Cooling Coil Surfaces(Brush) • Check System Gas Charge (If and when required) • Check Operating Pressures and Record Suction & Discharge Pressure • Leak Test Refrigeration System • Check and Tighten All Terminal Connections • Check Operation of Reverse Cycle • Check unit Voltage and Amperages • Check Operation of Heaters • Ensure that Condensing Unit Coils are Clean • Check drain is not blocked • Clean unit • Fill out report and hand copy to the Employer's Representative 	
1.3.2.8	<p><u>Air-Conditioning VRV's</u></p> <p><u>External Units</u></p> <p>Service of external units</p> <ul style="list-style-type: none"> • Check operation of each unit • Wash down coils on all exterior condensing units • Fill out report and hand copy to the Employer's Representative • Visually inspect units for any defects and/or damage. • Inspect all wiring and check all electrical connections. • Check all filters and clean as required or replace. • Check all refrigerant pressures and record readings. • Check compressor to ensure that it is suspended freely, that all bushes are in good condition that, that the compressor is operating correctly and that it does not overheat in normal operating conditions <p><u>Internal units</u></p> <p>Service of internal Units</p> <ul style="list-style-type: none"> • Check condensate drains and clear if necessary to prevent internal water leaks. • Clean equipment generally and observe its operation in all its functions. • Check amperage readings on cooling, heating and fan only operation and compare to name plate ratings. • Check air filters and clean where necessary. Should the filter be damaged or torn it will be necessary to provide a new filter at the client's cost. • Check condition of evaporator coil and clean. Straighten fins with a fin comb where necessary. • Check condensate drip trays and treat for corrosion if necessary. Ensure unobstructed gravity flow. • Check condensate drains and clear if necessary to prevent internal water leaks. • Check fans to ensure that they are secured to fan shafts. • Check fan motor(s) to ensure that it (they) is (are) running freely and true and that the bearings show no sign of wear. 	3 x year for Simmerpan

	<p>Oil where applicable. Ensure that the baffle plates are secured between in and outlet air.</p> <ul style="list-style-type: none"> • Check thermostats, switches, contactors, and the wiring thereof to ensure that all electrical connections are secure and clean. • Check refrigerant system for leaks and repair where necessary. • Ensure that all copper tubing is clear of other components. • Clean equipment generally and observe its operation in all its functions. • Check amperage readings on cooling, heating and fan only operation and compare to name plate readings. • Clean outside of unit, particularly return air grill and discharge vanes. • Rust proof where necessary. • Check and tighten where necessary all refrigerant pipe fittings. • Check head and suction pressures to ensure that these are in accordance with specifications. If not adjust gas volume to required head. • Where conditions change due to excavations, construction, dusty areas or any kind of extraordinary exercises, the cycle of service may be adjusted to maintain healthy performance co-efficient • Check operation of BS selector box 	
<u>1.3.2.9</u>	<p><u>Diffusers</u></p> <ul style="list-style-type: none"> • Clean diffusers • Clean return air grills 	Bi annual
<u>1.3.2.10</u>	<p><u>Feed and Expansion Tank</u></p> <p>Service</p> <ul style="list-style-type: none"> • Check Level in Tank • Check Float Valve Operation • Check for Excessive Overflow/Rectify if Necessary • Clean Out Tank • Check and Report on Condition of Tank 	Bi- annual
<u>1.3.2.11</u>	<p><u>Water Treatment</u></p> <p>Service</p> <ul style="list-style-type: none"> • Chemical residuals are to be checked in the three cooling towers and the closed loop. • Close loop – Nitrate > 1260 ppm • Cooling towers – Zinc/molybdate (Zinc 2-5 ppm) • Conductivity of the water is to be checked • Closed loop – approx. 3000 microsiemens • Cooling towers – 700 – 1100 microsiemens • The Ph of the water is to be checked. • Closed loop > 9,5 • Cooling towers 7,0 – 9,0 • Chloride levels are to be checked on the cooling towers – 300 ppm max. • Alkalinity levels are to be checked on the cooling towers – 550 ppm max • All make – up water is to be tested for ph, alkalinity, 	Monthly

	<p>chlorides and conductivity</p> <ul style="list-style-type: none"> • According to the results above, the settings on the conductivity controller and the chemical dosing pumps are to be adjusted and recorded. • Water meter readings are to be recorded and consumptions calculated. • Microbiological activity is to be tested on a routine basis to determine biological growth in water. • Twice a year, samples are to be drawn off the cooling towers and sent away for analysis to determine for legionella. • A detailed record of all the above is to be entered in the on-site log book issued by the contractor for the plant and the contents discussed with Eskom's designated personal. • A breakdown service on the water treatment equipment is to be available in between the routine service calls. • A report is to be issued summarizing findings and recommendations. • All water treatment chemicals to be supplied and topped up as and when required. <p><u>Ice storage</u></p> <ul style="list-style-type: none"> • <u>Maintain glycol ratio</u> 	
<u>1.3.2.12</u>	<p><u>Plant Distribution Boards and Control Equipment</u></p> <p>Service</p> <ul style="list-style-type: none"> • The Contractor shall be responsible for the cleaning, service, maintenance and repairs to all Air-conditioning related Plant Electrical Distribution Boards and Control Equipment. • The distribution boards will include the following: <ul style="list-style-type: none"> ○ The Main Air-conditioning Distribution Board ○ All distribution boards within the site that relates to HVAC 	Bi-annual
<u>1.3.2.13</u>	<p><u>Gauges and Thermometers</u></p> <p>Service</p> <ul style="list-style-type: none"> • Check for accuracy. • Check for leaks. 	Bi-annual
<u>1.3.2.14</u>	<p><u>Refrigeration Equipment and Ice Machines</u></p> <p>Service</p> <ul style="list-style-type: none"> • Check Operation of Unit • Clean Condenser Coil • Check System Gas Charge • Leak Test Refrigerant System • Check Compressor Oil Levels • Check Operating Pressures. Record Discharge and Suction • Check Safety Cut-Outs. Record Discharge, Suction & O/P/S • Record Time Delay of Oil Pressure Safety Switch • Check for Signs of Oil Leaks • Check for Signs of Vibrations • Clean Condenser Coils (Hose) • Clean water strainer 	3 x year

<u>1.3.2.15</u>	<p><u>Cold Rooms and Freezer Room</u></p> <p>Service</p> <ul style="list-style-type: none"> • Check Operation of Unit • Clean Condenser Coils (Hose) • Check System Gas Charge • Leak Test Refrigeration System • Check Compressor Oil Level • Check Operating Pressures and Record • Check Safety Cut-Outs and Record Discharge & Suction • Check for Signs of Oil Leaks • Check for any Signs of Vibration • Check drain is clean • Check defrosting elements operating correctly • Check doors operating correctly (hinge, locks and door seals) • Check electrical connections 	3 x year
<u>1.3.2.16</u>	<p><u>Counter Fridges</u></p> <p>Service</p> <ul style="list-style-type: none"> • Check Operation of Unit • Clean Condenser Coils (Hose) • Check System Gas Charge • Leak Test Refrigeration System • Check Compressor Oil Level • Check Operating Pressures and Record • Check Safety Cut-Outs and Record Discharge & Suction • Check for Signs of Oil Leaks • Check for any Signs of Vibration • Check drain is clean • Check doors operating correctly (hinge, locks and door seals) • Check electrical connections • Clean unit 	3 x year
<u>1.3.2.17</u>	<p><u>Bar Fridges</u></p> <p>As and when required Service</p> <ul style="list-style-type: none"> • Pressure Test Refrigeration System • Check All Door Seals • Check General Condition of Fridge. • Record temperature. 	As and when required
<u>1.3.2.18</u>	<p><u>Water Pump Sets</u></p> <p>Service for Chilled water pump set</p> <ul style="list-style-type: none"> • Check Condition of Pump While Running • Check Mechanical Seal • Grease Bearings on Pump 	3 x Year for Simmerpan Monthly for National Control

	<ul style="list-style-type: none"> • Check oil level on pump • Check Gland Drain and Clean • Check Condensate Tray and Clean • Check Bearings on Pump and Motor • Check Setting and Operation of Flow or PD Switch • Clean In-Line Strainers • Inspect Coupling Condition • Ensure Coupling Guard is Secure • Check Motor and Terminal Connections • Check that Non-Return Valves Seat and general condition • Check Change Over Pump Duty 	
1.3.2.19	<p><u>Heat Pump</u></p> <p><u>Service</u></p> <ul style="list-style-type: none"> • Heat pump base: • Clean base outside and inside. • Ensure drainage holes are clear. • Check for rust and treat as required <p><u>Electronics</u></p> <ul style="list-style-type: none"> • Look for signs of corrosion on PCB controller. • Ensure all electrics are dry and clean • Ensure all connections are good. <p><u>Piping</u></p> <ul style="list-style-type: none"> • Check all piping and fittings for leaks. • Check lagging. • Clean the inline strainer. • Check circulation pump <p><u>Heat Exchanger</u></p> <ul style="list-style-type: none"> • Reverse water flush system under pressure for =- three minutes. 	<u>3 x year</u>
1.3.2.20	<p><u>Plant Room Cleaning</u></p> <p><u>Service</u></p> <ul style="list-style-type: none"> • All plant rooms, plenums, fan rooms, chiller plant room, cooling tower area and hot water tank surrounding area shall be cleaned from the top to bottom. All waste shall only be disposed of as. • Clean Out Plenums by Using an Industrial Type Vacuum Cleaner with a Powerful Suction Action. All plant will be washed off with light detergent. All floors swept first and then washed off with non-potable water. 	3 x year for Simmerpan Monthly for National Control
1.3.2.21	<p><u>Crac units (Computer room air conditioning units)</u></p> <p><u>Service</u></p> <ul style="list-style-type: none"> • Check Fan in Operation • Check Fan and Motor Bearings • Lubricate Fan Bearings 	Monthly

	<ul style="list-style-type: none"> • Check Condition of Fan Belts. Realign Drives if Adjustment is Required. Check Condition of Pulleys • Check Base Mounting Springs • Inspect Flexible Duct Collar • Ensure Coupling Guard is Secure • Check Motor and Terminal Connections • Check for Excessive Vibration • Cleaning Humidifier bottles and check operation • Attend to alarms • Clean filters • Check change over switches • Check speed drive operations • Clean fresh air units • Check control panel operation 	
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Purchasing of Materials

Material as well as equipment (hired over and above normal equipment required rates) will be reimbursed at Actual proven cost plus defined fee as per the contract. The supplier contractor to attach quote or invoice from the supplier. All materials to be used must be SABS approved

1.4 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
QM	Quality Management
ESF	Eskom Simmerpan Facilities
SD&L	Supplier Development and Localisation
SHE	Safety, Health and Environmental
TSC	Term Services Contract

2. Management strategy and start up.

2.1 The Contractor's plan for the service

During the execution of the Service, the Contractor shall maintain a suitable office in the area allocated for that purpose by the Employer, which shall be the headquarters of the Contractor's Representative and authorised to receive instructions or other communications or notices under the Contract. The Contractor shall maintain, at the office, up-to-date copy of the Contract and all Contract related documents (including correspondence and documents issued by and to the Contractor, Compensation Events, Progress Reports, correspondence, non-conformance reports etc.). These documents shall be available to the Employer at all times.

The *Contractor* shall ensure that the service is supervised at all time. Wherein the Director of the *Contractor* is not directly managing the works, the Director is expected to visit the site twice a month and complete an inspection form which will include recommendation on the improvement of the provision of service. The *Service Manager* reserves the right to request the aforementioned copied of inspection.

2.2 Management meetings

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

Title and purpose	Approximate interval	Location	Attendance by:
Kick of meeting	Minimum within 1 week after start date	Simmerpan	<i>Service Manager, Contractor and Supervisors</i>
Overall contract progress and feedback in terms of contract obligations	Monthly intervals or when deemed required by the <i>Service Manager</i>	Simmerpan	<i>Employer, Service Manager, Relevant Eskom representatives and appointed Contractor/Sub-contractor</i>
Risk management meeting	Monthly	Simmerpan	Employer and Contractor
Safety, health, environmental and quality meeting	Monthly	Simmerpan	Employer and Contractor
Contractor Forums	As and when deemed necessary	Simmerpan	Employer, Service Manager, Relevant Eskom representatives and appointed Contractor/Sub-contractor
Daily safety Toolbox Talks	Daily before work starts on site with signed attendance registers by the <i>Contractor's</i> employees and signed off minutes by the <i>Contractor's</i> site Agent or manager	Simmerpan	<i>Contractor</i> and his/her employees

- The *Contractor's* safety file must be approved before any work commence on site.
- The *Contractor* shall be required to do safety induction.
- The *Contractor* shall be required to attend contract monthly meetings to address contract related matters, the dates for these meetings will be agreed upon by both parties.
- The *Contractor* shall address all issues raised in the monthly meetings within 60 days.
- The *Contractor* is to be represented on monthly executive SHEQ meetings by company executives.
- The *Contractor* is to be represented at any ad-hoc meetings that may arise in order to address any production or safety related matters.

If the *Contractor* can't attend any meeting, his/her feedback should be formally communicated through to the *Service Manager*.

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

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

2.3 Contractor's management, supervision and key people

The Contractor shall provide the Employer with a detailed organogram of all staff and management on the contract. This must be revised quarterly and must reflect any changes to the staff and management structure. The Employer reserves the right to audit and verify the structure. The Contractor shall have a full time co-ordination and breakdown team will be on site daily. Two teams will be required for Simmerpan complex. Two full time team for Simmerpan and one full time team for National Control The team to consist of:

- 1 x Project co-ordinator/Senior Supervisor Technical

Simmerpan Complex excluding National Control

- 2 x Artisan HVAC Mechanical (SARACA Registered)
- 3 x Semi-skilled HVAC (mechanical)

National Control Centre

- 1 x Artisan HVAC Mechanical (SARACA Registered)
- 3 x Semi-skilled HVAC (mechanical)

The artisans and semi-skilled workers to react to works requests/faults reported immediately to satisfy the client. This service must be fast and efficient as ERE is measured on the time it takes to close out calls. When all calls are closed they are allowed to continue with planned maintenance work.

The Project co-ordinator/Senior Supervisor Technical will be the link between Eskom and the Contractor. He will be knowledgeable of the plant and need to instruct and co-ordinate all work on site. He also need to have a good understanding of the BMS system to be able to monitor and analyse the system and re-act when problems arise even before a fault report are received. He will also be responsible for all the reporting that flows out of the work and all administration on site. The supervisor will also be responsible for the health and safety of staff and sub-contractors on site. Knowledge of the NEC TSC will be an advantage.

- **Annual\Sick\Maternity\Family responsibility leave:**
 - When a staff member is off sick or on leave, Contractor must arrange for reliever, which will be paid by the Contractor and not the employee who is on leave.
 - Payment for the reliever will be for the Contractor and not the employee who is on leave.
- **Absence:**
 - When a staff member is absent, Contractor must arrange for reliever, which will be paid by the Contractor and not the employee who is absent.
- **Employee Salaries:**
 - Salaries of all the contractor staff must be in their bank accounts on the last working day of the month. Non-compliance will be considered as breach of contract.
 - Bonuses of all contractor staff must be in their bank accounts on 20 December of each year. Non-compliance will be considered as breach of contract.
 - Salaries and bonuses paid to the workers must be in accordance with the minimum prescribed wages as per the Labour Relations Act.

- Payslips for each employee is compulsory and it must be according to the labour law standards.**(Expend on this item).**
- All overtime worked should be paid by the end by the following month after overtime has been worked.
- **Job Output:**
 - Every worker must have a job output describing in detail all duties to be performed by that person every day. The working hours, coffee/tea breaks, etc. must also be included in this job output.
 - The Contractor staff may not do any private jobs for Eskom employees, such as washing cars, doing shopping, acting as messengers, etc. during working hours. A Non-Conformance will be issued to the contractor if employee does not adhere to the above.
 - No alcohol, fire arms, knives and other life threatening objects are allowed on the Eskom premises.
- **Contractor's responsibility:**
 - In the execution of his duties, it is expected of the supplier to comply with Eskom Standards.
 - The Contractor to comply with Eskom lifesaving rules at all times.
 - The Contractor must comply with SHEQ requirements.
 - Compensation of Occupational Injuries and Safety Act and Compensation of occupational Injuries and Diseases Act.
 - The prices quoted by the Contractor will be revised each year according to the Option X1.
 - All the supplier's employees must be registered for UIF, Provident Fund and Workman's Compensation.
 - Induction is compulsory and will be done yearly by Eskom, but the Contractor will be liable for transport to the venue.
 - Yearly medicals are compulsory and proof must be handed in.
- **UNIFORMS AND PROTECTIVE CLOTHING**
 - The contractor will supply all his staff with clothing of uniform colour and styles, clearly marked with the Company's name:
 - The Contractor must provide PPE as per the general health and safety guidelines.(Annually).and risk assessment
 - It is the Contractor's responsibility to maintain the clothing in a neat, tidy and clean condition at all times.
 - All uniforms are to be replaced as and when necessary. This does not mean only at the beginning of each financial year.
 - All machine operators will be equipped with safety helmets, eye and ear protectors and safety boots.
 - The Contractor shall ensure that all staff members are always wearing the correct uniform whilst on site.
 - Head gear/hats will be standardized and shall be considered part of the staff member uniform. However, hats are not required to be always worn.

All the above must be in the correct sizes to fit the employee. Employees will not be allowed on Eskom premises without the correct PPE.

- **Accommodation**

No accommodation will be provided by the *Employer* for the *Contractors* employees' and all cost for such accommodation must be borne by the Contractor.

- **Strike and industrial action**

Contractor to ensure that the contracted service is performed regardless of strike and industrial action.

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

The Contractor will submit the following documents to the Employer for review, the Employer will review the documents for acceptance and inform the Contractor if the documents have been accepted or if it is not accepted and stating the reasons of not the accepting the documentation. The Employer will give the Contractor reasonable time which will be agreed to between the Contractor and the Employer to respond or re-submit the documents.

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

The *Contractor* must develop a monthly report as per the *Employer* and *Contractor* agreement (Report covers the following: Safety, Resources, Attendance, Equipment, Schedule etc)

The *Contractor* to ensure that all documentation relating to this contract is filed and kept on site for viewing by the *Service Manager* at any time.

Any required service will be communicated to the contractor via a 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:

Eskom Holdings SOC Ltd
Group Capital Division
Eskom Real Estate
Megawatt Park Maxwell Drive Sunninghill Sandton
PO Box 1091 Johannesburg 2000, SA

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;

2.7 Contract change management

The Employer may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the Contractor in writing to be valid.

a. Records of Defined Cost to be kept by the *Contractor*

The Contractor must keep all documentation related to the compensation events, quotes and instructions from the Employer for the period of 5 years after contract completion for audit purposes.

2.8 Insurance provided by the *Employer*

The insurance policy provided by the Employer will be dealt with as specified in Clause 86.1 TSC.

2.9 Training workshops and technology transfer

N/A

2.10 Design and supply of Equipment

The Contractor shall supply the vending coffee machine in accordance with the Employer specification.

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

i. Equipment

N/A

ii. Information and other things

At the end of the service period the Contractor will be required to provide the Employer with the Contractor's Safety file

2.12 Management of work done by Task Order

All work will be done in terms of Task Order (refer to attached Annexure A).

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in the Eskom Real Estate SHE specification (as applicable).

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Eskom Real Estate SHE specification (As applicable).

3.3 Quality assurance requirements

The Contractor shall comply with the quality requirements as stated in QM-58 (As applicable).

4. Procurement

The Contractor provides the following procurement services in performing the scope:

- Sub-Contractor's lists for to be submitted to the Employer for review and approval.
- Follows the least cost and time procurement strategies.
- Obtains the Employers' approval prior to committing any contracts or orders.

Disallowed Costs shall refer to costs that are not agreed upon and are as a result of the Contractor's failure or defaults, for the purposes of this contract, works that fall outside the ambit of the nature of works to be done shall be included, unless an addendum is later agreed upon and added as an annexure to the Contractor.

The Employer will not be held liable for any portion of Disallowed Costs.

4.1 People

4.1.1 Minimum requirements of people employed

In some instances the Contractor may be required to recruit staff from the local to site communities.

The Contractor shall comply with relevant stipulations in The Labour Relations Act, as a National Key Point, the Employer reserves the right to any other additional recruitments constraints as and when required to do so.

4.1.2 B-BBEE

The *Contractor* shall maintain the Required B-BBEE Recognition Level for the duration of the Agreement. The *Contractor* shall provide Eskom with a valid Verification Certificate and such other information as Eskom may reasonably request, in respect of which the Contractor claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For the purpose of this clause "verification Certificate" means a verification certificate and the accompanying documentary proof confirming the B-BBEE Status of a particular entity as issued by an accredited verification agency.

4.1.3 Supplier development and localisation

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the supplier, development and localisation matrix.

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated supplier development and localisation matrix

The *Contractor's* failure to comply with his supplier development and localisation obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

N/A

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Prior to appointment of a sub-contractor, the Contractor shall submit to Eskom all detail of the contractor, including B-BBEE details, for verification.

In the event that Subcontractors are appointed, it is the responsibility of the Contractor to ensure that Subcontractors comply with the Employer's requirements and stipulations. Subcontract documentation shall not form part of the contractual relationship between the Employer and the Contractor, unless the documentation is of a statutory nature and have direct impact on the legal compliance of the Employer

4.2.3 Limitations on subcontracting

The Contractor shall sub-contract 30% of the whole of the services to the local to site companies but shall, subject to Eskom's consent (which consent shall only be valid if given in writing and signed by the Eskom Representative), be entitled to sub-contract selected parts of its obligations in terms of this Agreement to any other person/s, provided that such sub-contracting shall not relieve the Contractor of its obligations and the Contractor shall remain liable for all and any acts or omissions of such person/s as though they were acts or omissions of the Contractor.

The Contractor shall not be entitled to cede, delegate, assign or otherwise transfer any of its rights and/or obligations without the prior written consent of Eskom, which consent shall not be unreasonably withheld.

4.3 Attendance on subcontractors

N/A

4.4 Plant and Materials

4.4.1 Specifications

The Employer will provide the Contractor with a list of required compulsory plant and equipment that will facilitate in the execution of works, as per the pricing schedule.

The Contractor agrees to engage fairly and in bona fide in works execution by assisting the Employer with advice and recommendations on changes in technologies and industry best practices that may affect the Employer's ability to perform works as per the contract stipulations.

The Contractor will take reasonable care to acquire and maintain equipment that meets minimum legal requirements.

4.4.2 Correction of defects

The Contractor shall provide maintenance and repair of all the equipment necessary to provide the services. All defects to the works shall be rectified as specified in QM 58.

Repairs to defective plant and equipment shall be conducted as per the manufacture's manuals. Such repairs shall not interfere with or hinder the Employer's work operations or the Contractor's ability to render a continuous service. Records of all repairs and maintenance history shall be made available to the Employer at any given time.

4.4.3 Contractor's procurement of Plant and Materials

The Contractor may be required to provide the Employer with a technical data sheet of the equipment or material supplied to the Employer. A guarantees and warranties certificate may also be required for any plant and material supplied by the Contractor to the Employer.

The Contractor shall purchase the Plant and Materials in good faith, and for the mutual benefit of both parties. It shall remain the sole responsibility of the Contractor to procure plant and materials of a reasonable and acceptable quality.

4.4.4 Tests and inspections before delivery

. The employer representative will conduct inspection if deemed necessary to do so.

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

N/A

5. Working on the Affected Property

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

The Employer will provide access control for the Site. Strict access control shall be implemented 24 hours a day at all entrances to the Project Site. All persons and vehicles entering or exiting the Project Site may be subjected to searches and the Employer reserves the right to refuse entrance to Site to any person not meeting security and/or access requirements.

From time to time, and as required, the Employer will issue policies and procedures regarding Project Site security and access control. These policies and procedures shall be strictly adhered to by the Contractor. The Employer shall be entitled, at his discretion, to amend or relax the Project Site security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation.

Where the contractor is allocated a construction yard, security will be contractor's responsibility and must comply with the employer's requirements.

Any breach of security must be reported to the Employer immediately.

5.2 People restrictions, hours of work, conduct and records

Working hours shall be from 07:30 to 16:00, Monday to Friday or as directed by the Employer. Overtime will be approved by an Employer prior to the Contractor working overtime.

The Contractor shall keep records of his people working on the Affected Property, including those of his Subcontractors. The Employer shall have access to records at any time.

5.3 Health and safety facilities on the Affected Property

The Contractor shall ensure that alternative arrangements are made for possible incidents occurring after normal working hours. Where services are not available from the Eskom Medical Centre, the Contractor shall make alternative arrangements for any medical assistance. Proof of this must be made available in the Principal contractors SHE Plan.

All Eskom SHEQ requirements are to be complied with as stipulated by latest Eskom Regulations.

5.4 Environmental controls, fauna & flora

The Contractor shall comply with the safety, health and environmental requirements stated in the Eskom SHE Specification.

5.5 Cooperating with and obtaining acceptance of Others

Except as directed by the Employer, the Contractor shall in no way interfere with, remove, adjust or operate plant, materials and/or equipment of or being supplied or operated by Other Contractors.

5.6 Records of Contractor's Equipment

The Contractor is responsible for maintaining the asset register equipment on site and shall be audited by the Employer from time to time.

5.7 Equipment provided by the Employer

N/A

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The Employer will, at his expense, arrange for, develop and maintain the various facilities and services at or near the Site, as applicable. The services and facilities provided by the Employer are listed below:

- Electricity;
- Water supply; and
- Sanitary Services.

5.8.2 Provided by the *Contractor*

The Contractor shall provide all other services and facilities not mentioned in 5.8.1.

- Appropriate vehicles for people, equipment and materials
- Relevant tools including ladders, scaffolding, instrumentation for air conditioning discipline

5.9 Control of noise, dust, water and waste

The Contractor shall comply with the safety, health and environmental requirements stated in the project SHE Specification.

5.9.1 Hook ups to existing works

The performance of the Works which affects the Employer's operations or the systems of Other Contractors shall be scheduled to be performed only at times approved by the Employer. The procedure for carrying out work which of necessity interrupts the Employer's operations, or the systems of Other Contractors, or imposes abnormal operating conditions on their systems, is subject to approval of the Employer.

5.9.2 Tests and inspections

5.9.2.1 Description of tests and inspections

The Contractor is responsible for providing quality inspections as per the scope requirements and rectifies all defects within agreed time period. The Contractor shall supply the end of job documentation associated with the services. The end of job documentation consists of the signed off (where applicable) completion forms of acceptance by the Employer.

5.9.2.2 Materials facilities and samples for tests and inspections

In some instances, the Employer representative may request samples for testing/ inspection.

6. List of drawings

6.1 Drawings issued by the Employer

The site drawings shall be issued by the *Employer* on request.

ANNEXURE A: TASK ORDER

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis

To: [●]..... (Contractor)

(for *Employer*)

(for Contractor)

(for *Employer*)

Annexure B

ANNEXURE B: X17 – LOW PERFORMANE DAMAGES

Item No	Key Performance Area	Key Performance Indicator	Key Performance Targets	Penalties
1	Air-conditioning Maintenance Schedule Compliance	% Compliance to Schedule	100% Compliance	3 Consecutive non-conformances will result in R5000 penalty amount payable the following month.
2	Service Performance Management	Maintain a score of 80% for closure of defects versus logged defects	80% Compliance measured monthly	2 Consecutive non-conformances will result in R5000 penalty amount payable the following month.
3	Statutory Inspection Compliance	Maintain Statutory Compliance.	100% Compliance	2 Consecutive non-conformance will result in R5000 penalty amount payable the following month. 3 Consecutive non-conformances will result in termination of the contract.
4	Safety, Health and Environmental Contravention	Safety, Health and Environmental standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements.	0 Contravention	3 Consecutive non-conformances will result in termination of the contract
5	Employee Compensation and Benefits	Payment of Employee salaries /wages, Provident Fund, UIF, COIDA, etc as per the agreed date.	100% Compliance	2 Consecutive non-conformance will result in R5000 penalty amount payable the following month. 3 Consecutive non-conformances will result in termination of the contract.