

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER,
FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.



NEC3 Term Service Contract (TSC3)

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

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

for **THE PROVISION OF DIESEL GENERATOR
MAINTENANCE SERVICES WITHIN GAUTENG
CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND
AS WHEN REQUIRED BASIS**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

THE PROVISION OF DIESEL GENERATOR MAINTENANCE SERVICES WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS

PART C1: AGREEMENTS & CONTRACT DATA

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

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.

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 DIESEL GENERATOR MAINTENANCE SERVICES WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS

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 contract
	Sub total	Rate based contract
	Value Added Tax @ 15% is	Rate based contract
	The offered total of the amount due inclusive of VAT is ¹	Rate based contract
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(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**

1 Dale Road
Midrand
Eskom Academy of Learning

(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)*Name &
signature
of witness

Date

 1 Dale Road
 Midrand
 Eskom Academy of Learning

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X1 Price Adjustment for Inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	TBA
	Address	TBA
	Tel	TBA
	Fax	TBA
	e-mail	TBA
11.2(2)	The Affected Property is	Eskom distribution properties within Gauteng Cluster

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

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.

11.2(13)	The <i>service</i> is	Provision of Diesel Generator, UPS maintenance service and supply of diesel
11.2(14)	The following matters will be included in the Risk Register	None
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	2 Days
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	1 week of the Contract Date
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	7 days After Task Order completion and acceptance
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days after the receipt of invoice
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
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

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.

8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	None
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9 Termination

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

10 Data for main Option clause

A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.

11 Data for Option W1

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Midrand South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.

X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	Month prior tender close <table><thead><tr><th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr></thead><tbody><tr><td>40</td><td>Table C3 - Labour</td><td>SEIFSA</td></tr><tr><td>25</td><td>Table L3- Petroleum Products</td><td>SEIFSA</td></tr><tr><td>20</td><td>Table JA - Power Transformer</td><td>SEIFSA</td></tr><tr><td>15</td><td colspan="2">non-adjustable</td></tr><tr><td colspan="3">100</td></tr></tbody></table> <table><thead><tr><th>Proportion</th><th>Linked to index for</th><th>Index prepared by</th></tr></thead><tbody><tr><td>85</td><td>Table L2 - Transport</td><td>SEIFSA</td></tr><tr><td>15</td><td colspan="2">Non-adjustable</td></tr><tr><td colspan="3">100</td></tr></tbody></table> Prices will be fixed and firm for the first 16 months thereafter CPA will apply	proportion	linked to index for	Index prepared by	40	Table C3 - Labour	SEIFSA	25	Table L3- Petroleum Products	SEIFSA	20	Table JA - Power Transformer	SEIFSA	15	non-adjustable		100			Proportion	Linked to index for	Index prepared by	85	Table L2 - Transport	SEIFSA	15	Non-adjustable		100														
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X17.1	The <i>service level table</i> is in <table><thead><tr><th>Criteria</th><th>Weight</th><th>Unit</th><th>Target</th><th>Penalty- 5% per Task order</th><th>Penalty- 10% per Task order</th><th>Penalty - 15% per Task order</th></tr></thead><tbody><tr><td>Rework</td><td>15%</td><td>Months</td><td>0</td><td>1</td><td>3</td><td>5</td></tr><tr><td>SHEQ</td><td>25%</td><td>Months</td><td>0</td><td>1</td><td>3</td><td>5</td></tr><tr><td>Non-Conformance Report</td><td>15%</td><td>Per Number</td><td>0</td><td>1</td><td>2</td><td>3</td></tr><tr><td>Call out response</td><td>45%</td><td>Day</td><td>2 Days</td><td>3Days</td><td>4Days</td><td>5Days</td></tr><tr><td>Total</td><td>100%</td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table>		Criteria	Weight	Unit	Target	Penalty- 5% per Task order	Penalty- 10% per Task order	Penalty - 15% per Task order	Rework	15%	Months	0	1	3	5	SHEQ	25%	Months	0	1	3	5	Non-Conformance Report	15%	Per Number	0	1	2	3	Call out response	45%	Day	2 Days	3Days	4Days	5Days	Total	100%					
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X18	Limitation of liability																																											
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i>																																											

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.

	for indirect or consequential loss is limited to	The total sum of all task orders issued
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
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.

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.

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.

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.

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.

Z9 *Employer's limitation of liability*

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 *Ethics*

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

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

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

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

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

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

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

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

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.

Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for 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	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.

replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 36 MONTHS, ON AND AS WHEN REQUIRED BASIS.

generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 12 MONTHS, ON AND AS WHEN REQUIRED BASIS.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
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:	

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

Experience:

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

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

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER,
FOR A PERIOD OF 12 MONTHS, ON AND AS WHEN REQUIRED BASIS.

PART 2: PRICING DATA

TSC3 Option A

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

THE PROVISION OF DIESEL GENERATOR MAINTENANCE SERVICES WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 12 MONTHS, ON AND AS WHEN REQUIRED BASIS.

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

THE PROVISION OF DIESEL GENERATOR MAINTENANCE SERVICES WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 12 MONTHS, ON AND AS WHEN REQUIRED BASIS.

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

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

4.1. Format of the *price list*

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

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

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

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

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

PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 12 MONTHS, ON AND AS WHEN REQUIRED BASIS.

C2.2 the *price list*

Item		Unit	Quantity	Rate	Amount
	<u>DIESEL GENERATOR and UPS</u>				
	<u>SERVICING</u>				
	<u>Inspection and services</u>				
	100kVA Generator	Per service	1		
	150 kVA Generator	Per service	1		
	250kVA Generator	Per service	1		
	350kVA Generator	Per service	1		
	500 kVA Generator	Per service	1		
	800 kVA Generator	Per service	1		
	1000 kVA Generator	Per service	1		
	<u>Annual Services</u>				
	100 kVA Generator	Per service	1		
	150 kVA Generator	Per service	1		
	250kVA Generator	Per service	1		
	350kVA Generator	Per service	1		
	450 kVA Generator	Per service	1		
	500 kVA Generator	Per service	1		
	800 kVA Generator	Per service	1		
	1000 kVA Generator	Per service	1		
	<u>UPS SERVICE</u>				
	Inspection and Service	80KVA	1		
	Annual Service	80KVA	1		
	<u>The purpose of pricing the labour cost is to establish the resource cost should it be required separately</u>				
	<u>HOURLY RATE: GAUTENG</u>				
	<u>Materials</u>				
	All and any other materials used that is not allowed for in the BOQ shall be reimbursed at cost plus material handling fee (Percentage Mark-Up). Actual invoices shall be submitted to Eskom GOU Properties official				

THE PROVISION OF DIESEL GENERATOR MAINTENANCE SERVICES WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 12 MONTHS, ON AND AS WHEN REQUIRED BASIS.

	Percentage Mark Up = Refer to Clause 11.2 (8) on Contractor Data of NEC				
	<u>Transport</u>				
	Cost of transport/ travelling	km	1		
	Fill up diesel to generator	litre	1		
	Fill up oil to generator	litre	1		
	<u>Work to be done from Monday to Friday between 7:30am and 4pm: Not applicable to Generator/ UPS Service</u>				
	Technician with ECSA Registration (working hours)	Hr	1		
	Artisan	Hr	1		
	Supervisor	Hr	1		
	Artisan Assistant	Hr	1		
	-				
	General labourer	Hr	1		
	-				
	<u>Work to be done after normal working hours Weekends and Public Holidays: Not applicable to Generator/ UPS Service</u>				
	Technician with ECSA Registration (working hours)	Hr	1		
	Artisan	Hr	1		
	Supervisor	Hr	1		
	-				
	Artisan Assistant	Hr	1		
	General labourer	Hr	1		
	<u>SHEQ COMPLIANCE</u>				
	SHEQ COMPLIANCE	sum	1		

The total of the Prices

PART 3: SCOPE OF WORK

PART C3: SCOPE OF WORK	22	C3 TSC3 COVER PAGE
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PROVISION OF DIESEL GENERATOR, UPS MAINTENANCE SERVICE AND SUPPLY OF DIESEL WITHIN GAUTENG CLUSTER, FOR A PERIOD OF 12 MONTHS, ON AND AS WHEN REQUIRED BASIS.

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Offer	1
Acceptance	2
Schedule of Deviations to be completed by the <i>Employer</i> prior to contract award	3
Part one - Data provided by the <i>Employer</i>	4
Part two - Data provided by the <i>Contractor</i>	15
Part 2: Pricing Data.....	17
1. How work is priced and assessed for payment	18
2. Function of the Price List	18
3. Link to the <i>Contractor's</i> plan	18
4. Preparing the <i>price list</i>	18
4.1. Format of the <i>price list</i>	19
Part 3: Scope of Work.....	22
C3.1: Employer's service Information	23
1 Description of the service	24
1.1 Executive overview.....	24
1.2 <i>Employer's</i> requirements for the service	24
1.3 Interpretation and terminology	26
1.3.1 Abbreviations	26
1.3.2 Acceptance of Eskom SHEQS Policies and Procedures	26
2 Management strategy and start up.....	28
2.1 Management meetings.....	28
2.2 <i>Contractor's</i> management, supervision and key people	29
2.3 Documentation control	29
2.4 Invoicing and payment	29
2.5 Contract change management.....	30
2.6 Records of Defined Cost to be kept by the <i>Contractor</i>	30
2.7 Insurance provided by the <i>Employer</i>	30
3 Health and safety, the environment and quality assurance	30
3.1 Health and safety risk management.....	30
3.2 Environmental constraints and management.....	31
3.3 Quality assurance requirements	31
4 Procurement.....	31
4.1 People	31
4.1.1 Minimum requirements of people employed.....	31
4.2 Plant and Materials.....	31
4.2.1 Specifications.....	31
4.2.2 Correction of defects.....	31
5 Working on the Affected Property	31
5.1 <i>Employer's</i> site entry and security control, permits, and site regulations	31
5.2 People restrictions, hours of work, conduct and records	31
5.3 Cooperating with and obtaining acceptance of Others	32
5.4 Records of <i>Contractor's</i> Equipment	32
5.5 Equipment provided by the <i>Employer</i>	32
5.6 Site services and facilities	32
5.6.1 Provided by the <i>Employer</i>	32
5.6.2 Provided by the <i>Contractor</i>	32
5.7 Control of noise, dust, water and waste	32
5.8 Hook ups to existing works	32
5.9 Tests and inspections	32
5.9.1 Description of tests and inspections	32
6 List of drawings.....	33
6.1 Drawings issued by the <i>Employer</i>	33

1 Description of the service

1.1 Executive overview

The Gauteng Cluster has diesel generators installed; they are used as a back supply in the event of electricity failure in the DX Properties. The diesel generator size includes 100KVA, 150KVA, 200KVA, 500KVA, 800KA and 1000KVA.

The *Contractor* is required to supply diesel and maintain diesel generators in areas within Gauteng Cluster on as and when required basis.

The Contractor must provide maintenance service, conduct assessment and inspection, provide records for service/ scope performed and replacement of equipment/s (include all associated accessories required for full operation), as and when required basis.

The Works must be conducted in compliance with Engineering Standards (MAINTENANCE STANDARD FOR STANDBY GENERATORS IN DISTRIBUTION STANDARDS (240-171000445 and 240-171000447 and SHE Regulations

The quality specification QM- 58 is used as quality management system for the Diesel Generator Maintenance and Supply Service in Gauteng sites.

1.2 Employer's requirements for the service

Service Requirement

Diesel Generator and associated accessories

- Inspection and service
- Check fan belt condition and tension.
- Check radiator passages is clean.
- Check radiator hoses and clamps.
- Add water conditioner.
- Drain radiator/system and refill.
- Drain oil and refill.
- Change fuel filters.
- Change oil filters.
- Change water conditioner filters.
- Change air filters (if required)
- Check seal faces of elements, air cleaner, hoses and clamps for dust ingress.
- Check thermos heater operation and temperature.
- Check all guards in position and secure.
- Check battery charger.
- Check batteries, lugs, clean and tighten.
- Battery test:
 - Check hydrometer.
 - Check casing condition.
 - Check terminals.
 - Note Volts
 - Note Amps
 - Compile battery report
- Start engine.
- Check for any leaks.
- Check charge alternator operation
- Take oil pressure gauge reading
- Take engine temperature gauge reading
- Check low radiator level
- Check low fuel level

- When engine has stopped, top up with oil
- Check alternator coupling
- Check air vents on alternator
- Check fuel system
- Drain water trap
- Check all pipes and fittings
- Check exhaust, manifold, silencer and pipes
- Check base and anti-vibration mounts
- Run plant on load
- Clean plant and equipment

Annual service

The annual service includes all the items listed in above for the bi-annual inspection and service in addition to the following items:

- Drain radiator
- Refill with new water conditioner
- Drain oil
- Supply and fit new oil filters
- Refill with new oil
- Remove and replace fuel filters
- Remove and replace air filter
- Run the set up to temperature and top up all levels afterwards
- Check entire panel operation
- Fuel system
- Air intake system
- DC electrical system
- Engine
- Lubrication service
- Cooling system service
- Air intake service
- Servicing and testing Starting batteries
- Cleaning batteries
- Checking specific gravity
- Checking electrolyte level

Diesel Storage

Annual Service Pressure tanks

- Pressure test of diesel tank.
- Test for loss and leaks including a written report

Service Diesel tank & Diesel fuel testing

- Visual inspection of the fuel system.
- Checking the filters, tanks, fillers and site tubes.

Bi-annual Service Conidia Bioscience test

- Conidia Bioscience Fuel-stat test and written report.

Annual Service Filtration & Additives

- The diesel in both tanks will be filtered and polished if no filtration system is installed including additives added.
- The "Fuel Right" method to be utilised

Service Fuel supply

- Supply of 50ppm diesel to fill up tank.
- Proof of purchase to be submitted.
- Mark-up % to be added to cost of fuel

Service Hot water storage tank

- Hot water storage tank shall be thoroughly inspected and monitored during the summer period for any signs of leaks.
- Repairs and/or recoating of the hot water storage tank shall be carried out during summer period.

Accredited Certification

The work comprises amongst others consist of the supervision, labour, plant and equipment necessary to carry out General services and maintenance on “as and when required” basis. The *Contractor* to respond within 24 hours, however, should the emergency; arise, the response time to be immediate. The *Contractor* must use registered vehicles as means of transport within Gauteng sites to provide Diesel Generator Maintenance and Supply Service.

The *Employer* shall verify all the work to be executed and also the work completed.

Diesel Mechanic Compliance

The *Contractor* must be registered with relevant Regulatory/ Statutory Bodies and possess valid accredited Diesel Mechanic.

The *Contractor* must submit petroleum wholesale licence from Department of Minerals and Energy.

1.3 Interpretation and terminology

1.3.1 Abbreviations

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
DC	Direct Current
DX	Distribution
ERE	Eskom Real Estate
KA	Kiloamperes
KVA	Kilovolt Amperes
NEC	New Engineering contract
PPM	Parts per million
QM	Quality Management
SHEQS	Safety, Health, Environment Quality and Security
TO	Task Order
UPS	Uninterruptible power supply

1.3.2 Acceptance of Eskom SHEQS Policies and Procedures

The attached documents form part of this legal binding contract, the *Contractor* confirms that he has familiarized himself with all the embedded documents **from 1 to 10** as indicated

No	Unique Identifier	Revision	Document Title
1	240-12248652	7	Supplier Quality Management: List of Tender Returnable Documents  240-12248652 (Rev 7)_List of Tender Retu
2	240-68099512	9	(FORM A) TENDER & CONTRACT QUALITY REQUIREMENTS FOR 240-105658000 AND QUALITY REQUIREMENTS FOR ISO 9001 STANDARD  240-68099512 (Rev 9) Form A Tender Contr
3	240-77471651	2	Annexure C 1: SHE Tender Evaluation Template (High risk)  240-77471651 Annexure C1_ (2.pdf)
4	QM 58	3	Supplier Quality Management: Specification  240-105658000 Supplier Quality Manaz
5	240-109253302	2	Quality Control Plan / Inspection and Test Plan (QCP/ITP)  240-109253302%20_%20Quality%20Contrc
6	240-109253698	3	Template for a Typical Contract Quality Plan  240-109253698%20CQP%20Template%20
7	240-150748813	X	SHE SPECIFICATION FOR MAINTENANCE SERVICES FOR GAUTENG REGION  20191018_ERE_SPEC_SHE%20Specification9

8	240-DX-GP-003T	1	FINAL ENVIRONMENTAL CRITERIA  Copy%20of%20Envir onmental%20specifica
9	240-171000447	1	MAINTENANCE STANDARD FOR STANDBY GENERATORS IN DISTRIBUTION  ST_240-171000447 Rev 1.0 Maintenance !
10	240-171000445	1	MAINTENANCE OF DIESEL GENERATORS FOR DISTRIBUTION  TM_240-171000445 Rev 1.0 Maintenance !

2 Management strategy and start up

2.1 Management meetings

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

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

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

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Bi-Weekly	Gauteng Sites	The <i>Contractor</i> and key staff members; and, <i>Service Manager</i>
Overall contract progress and feedback	Monthly on a last Thursday at 10:00	Gauteng Sites	<i>Employer, Contractor</i> and Key staff members

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.

2.2 Contractor's management, supervision and key people

The *Contractor* shall submit an organogram that indicate all his employees and key people that are involved in the project.

2.3 Documentation control

2.3.1. All correspondence is to be addressed to the *Service Manager* in a form of properly compiled letters or forms in a chronological order, attached to emails.

2.3.2. All documents shall be submitted to *Site Supervisor* for recording purposes.

2.3.3. The *Contractor* shall keep all Service documents for *Employer* Audit purpose.

2.4 Invoicing and payment

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

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

The *Contractor* shall address the tax invoice to and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

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

General Information	X
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right-hand corner)	
- Bank details must be on the invoice or on an attached sheet, but it does not require a bank stamp just a letter)	
- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	

- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original "certified copy" (i.e., not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	
With Reference Invoices	X
- Goods receipt must be done (payment with reference)	
- Ensure that the SAP purchase order number is clear and correct on the invoice	
- GR number to be written on the Invoices	
- If multiple lines on invoice write the line number of the order against the line to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)	

2.5 Contract change management

The NEC contractual mechanism will be applied for changes to the Contract, and supporting documents must be provided by the *Contractor* when required by the *Employer*.

2.6 Records of Defined Cost to be kept by the Contractor

To substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. State in what form these records are to be kept and how accessed by the *Employer*.

2.7 Insurance provided by the Employer

Refer to annexure B attached

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

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

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

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

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

Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in Section 1.3.2. of this Service Information.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in section 1.3.2. of this Service Information

3.3 Quality assurance requirements

The *Contractor* shall comply with the quality management criteria and constraints stated in section 1.3.2 of this Service Information.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

All people employed by the *Contractor* shall have Police Clearance before work can commence

The *Contractor's* employees shall be sober when carrying out their duties and may be subjected to random Breathalyzer tests.

4.2 Plant and Materials

4.2.1 Specifications

The *Contractors* shall provide plant and materials required for execution of diesel generator maintenance services on an as and when required basis.

4.2.2 Correction of defects

The *Contractor* shall guarantee workmanship on all work performed for up to **2 years** after formal completion and formal handover of work performed on Eskom assets, back to Eskom. Should any material or asset failure or deterioration occur, then the *Contractor* shall replace or reinstate the material or asset at its own cost. The *Contractor* shall also perform labour to replace or reinstate the material or asset at its own cost. This condition becomes null and void if it can be proven that the failure or deterioration was not due to *Contractor* negligence. Without any proof, the condition remains in full force.

5 Working on the Affected Property

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

The *Contractors* to comply to site and security control requirement at all times.

5.2 People restrictions, hours of work, conduct and records

The *Contractor* shall keep records of people and hours of work specific to site for *Employer's* payment assessment purpose.

Overtime work and normal work:

The tenderers are advised that the following works may be done during normal working hours as well as after normal working hours. Tenderers shall make do allowance for these working hours in the pricing as no claims will be entertained in this regard.

Any call out work commenced during working hours and completed after normal working hours will be compensated by using normal working hour rates only.

Any call out work commenced after normal working hours will be compensated by using after normal working hour rates only.

5.3 Cooperating with and obtaining acceptance of Others

The *Contractor* and its employees must adhere to all Eskom Life Saving rules.

5.4 Records of *Contractor's* Equipment

The *Contractor* is responsible to safeguard his equipment at site.

5.5 Equipment provided by the *Employer*

The *Employer* provide no equipment to the *Contractor*.

5.6 Site services and facilities

5.6.1 Provided by the *Employer*

The *Employer* will provide water and electricity at Site. The *Contractor* is responsible for bringing these services closer to his specific work areas within Site.

5.6.2 Provided by the *Contractor*

The *Contractor* provides his own storage, vehicles, equipment, etc to provide diesel generator maintenance services on an as and when required basis.

5.7 Control of noise, dust, water and waste

The *Contractor* must comply with SHE and Environmental Requirements.

5.8 Hook ups to existing works

The *Contractor* must comply with SHE and Environmental Requirements.

5.9 Tests and inspections

5.9.1 Description of tests and inspections

Test and inspection within Gauteng Cluster.

6 List of drawings

6.1 Drawings issued by the *Employer*.

- Not applicable

Drawing number	Revision	Title