



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 fire systems maintenance service,
supplying of first aid kits and accessories within
Distribution division Gauteng cluster for a period of
60 months on "an as when required" basis.**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

The provision of fire systems maintenance service, supplying of first aid kits and accessories within Distribution division Gauteng cluster for a period of 60 months on "an 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

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	
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Eskom properties within Gauteng Cluster

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 of fire systems maintenance service, supplying of first aid kits and accessories within Distribution division Gauteng cluster for a period of 60 months on "an as when required" basis
11.2(14)	The following matters will be included in the Risk Register	• Contractors' employees can embark on industrial action • Contractors failing to adhere to agreed delivery timelines • Procedures and EMP not adhered to. • Suppliers not complying with Quality standards as specified.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 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 contract date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	60 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	5 Days after completion of Task Order
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 Days after receipt of tax compliant invoice and issuing of Goods Receipt
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

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	NONE
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 <i>service</i> at intervals no longer than	Four weeks for task orders exceeding a one-month period
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 - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.																																							
12	Data for secondary Option clauses																																								
X1	Price adjustment for inflation																																								
X1.1	The <i>base date</i> for indices is	One month prior to tender closing																																							
	Fire Systems Maintenance <table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>60%</td><td>Labour- Table C3</td><td>SEIFSA</td></tr> <tr> <td>25%</td><td>PPI</td><td>SEIFSA</td></tr> <tr> <td>15%</td><td>non-adjustable</td><td></td></tr> <tr> <td>100</td><td></td><td></td></tr> </table> Supply of First aid kits and accessories <table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>85%</td><td>PPI</td><td>SEIFSA</td></tr> <tr> <td>15%</td><td>Non-adjustable</td><td></td></tr> <tr> <td>100</td><td></td><td></td></tr> </table> Transport <table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>85%</td><td>Table L2</td><td>SEIFSA</td></tr> <tr> <td>15%</td><td>Non-adjustable</td><td></td></tr> <tr> <td>100</td><td></td><td></td></tr> </table>		proportion	linked to index for	Index prepared by	60%	Labour- Table C3	SEIFSA	25%	PPI	SEIFSA	15%	non-adjustable		100			proportion	linked to index for	Index prepared by	85%	PPI	SEIFSA	15%	Non-adjustable		100			proportion	linked to index for	Index prepared by	85%	Table L2	SEIFSA	15%	Non-adjustable		100		
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	Prices will be fixed and firm for the first 12 months then CPA will be applied																																								
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	Delays of 5% per Task Order per week & up to maximum 10% of the Task Order value																																							

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	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.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

service period, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's limitation of liability*

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

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

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

Z11 **Ethics**

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

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

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

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

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

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

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

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

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

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	The amount required by the applicable law

in connection with this contract

Z 12.2 Replace core clause 86 with the following:

**Insurance 86
by the
Employer**

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 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 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.

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	7% 10%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications:	

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

PART 2: PRICING DATA

TSC3 Option A

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

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.

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.

C2.2 the *price list*

Fire Systems Maintenance

Item No	Description	Unit of Measure	Qty	Material Rate (excl VAT)
	Fire Extinguisher services maintenance			
1	Servicing of Fire Hose Reels	Each		
2	Servicing of Fire Hydrants	Each		
3	Servicing of 9kg DCP Fire Extinguishers	Each		
4	Servicing of Fire 4.5kg DCP Extinguishers	Each		
5	Servicing of Fire 5kg DCP Extinguishers	Each		
6	Servicing of Fire 9kg CO2 Extinguishers	Each		
7	Servicing of Fire 4.5KG CO2 Extinguishers	Each		
8	Servicing of Fire 5kg CO2 Extinguishers	Each		
9	Servicing of 50kg CO2 Fire Extinguisher	Each		
10	Servicing of 50kg DCP Fire Extinguisher	Each		
11	Nitrogen Refill (P/KG)	Each		
12	DCP Powder ABC 40% MAP (P/KG)	Each		
13	Hose Reel Red Plastic Nozzle Only	Each		
14	PVC Hose 30m x 20mm (SABS)	Each		
15	CO2 2kg Snow Horn	Each		
16	CO2 4.5kg Snow Horn	Each		
17	CO2 5kg Snow Horn	Each		
18	CO2 9kg Snow Horn	Each		
19	Servicing 6.8kg CO2 Handheld fire extinguisher	Each		
20	Servicing 13.73 kg CO2 Fire extinguisher	Each		
21	Servicing 1.5 kg CO2 Handheld fire extinguisher	Each		
22	Servicing 1 kg CO2 Handheld extinguisher	Each		
23	Servicing 2.5 kg CO2 Handheld extinguisher	Each		
22	Servicing 3.44kg CO2 Handheld extinguisher	Each		
23	Servicing 6.7kg CO2 Handheld extinguisher	Each		
24	Servicing 6.9kg CO2 Handheld extinguisher	Each		
25	Servicing 4.2kg CO2 Handheld extinguisher	Each		
26	Servicing 6.7kg CO2 Handheld extinguisher	Each		
27	Servicing 7kg CO2 Handheld extinguisher	Each		
28	Servicing 7.75kg CO2 Handheld extinguisher	Each		
29	Servicing 7.79kg CO2 Handheld extinguisher	Each		
30	Servicing 10.6kg CO2 Handheld extinguisher	Each		
31	Servicing 11.5kg CO2 Handheld extinguisher	Each		
32	Servicing 8.7kg CO2 Handheld extinguisher	Each		
33	Servicing 12.5kg CO2 Handheld extinguisher	Each		
34	Servicing 12.9kg CO2 Handheld extinguisher	Each		
35	Servicing 13kg CO2 Handheld extinguisher	Each		
36	Servicing 13.94kg CO2 Handheld extinguisher	Each		
37	Servicing 25kg CO2 Handheld extinguisher	Each		
	Replacement of damaged extinguishing equipment			
38	Supply Fire Hose Reels	Each		
39	Supply Fire Hydrants	Each		
40	Supply 9kg DCP Fire Extinguishers	Each		

41	Supply 4.5kg DCP Fire Extinguishers	Each		
42	Supply 5kg DCP Fire Extinguishers	Each		
43	Supply 9kg CO2 Fire Extinguishers	Each		
44	Supply 4.5kg CO2 Fire Extinguishers	Each		
45	Supply 5kg CO2 Fire Extinguishers	Each		
46	Supply 50kg CO2 Fire Extinguisher	Each		
47	Supply 50kg DCP Fire Extinguisher	Each		
48	Supply 1.5kg DCP/STP Fire Extinguisher	Each		
49	Supply 1kg DCP/STP Fire Extinguisher	Each		
50	Supply 2.5kg DCP/STP Fire Extinguisher	Each		
51	Supply 2kg CO2 Fire Extinguisher	Each		
52	Hose reel complete	Each		
53	9kg vehicle bracket	Each		
54	4.5kg vehicle bracket	Each		
55	1kg vehicle bracket	Each		
56	Fire extinguisher cabinet 9kg	Each		
57	Fire hose reel red cabinet open back	Each		
58	Symbolic safety sign	Each		
59	25kg trolley unit (Fire extinguisher)	Each		
60	50kg trolley unit (Fire extinguisher)	Each		
61	PVC Cover 9kg	Each		
62	PVC Cover (hose reel)	Each		
63	Super sound alarm complete	Each		
64	Super sound refill (New canister) 135ml	Each		
65	30mm PVC hose	m		
	Minor spares contingency for unforeseen items			
66	Gauge only	Each		
67	CO2 Wall bracket	Each		
68	Safety pin	Each		
69	Plastic seal	Each		
70	Syphon tube (All sizes) PVC	Each		
71	Syphon tube for CO2	Each		
72	Small nozzle	Each		
73	Glass for key box	Each		
74	Key box	Each		
75	Bracket "J" type	Each		
76	Heavy duty bracket 9kg	Each		
78	Instructional labels (Fire extinguishers)	Each		
79	O Ring	Each		
80	Discharge hose (4.5kg fire extinguisher)	Each		
81	Head complete CO	Each		
82	Plastic seal hose reel	Each		
83	Corner handle set	Each		
84	Discharge hose and horn	Each		
85	Gland packing	Each		
86	Clamps	Each		
87	Unit brackets (wall brackets)	Each		
88	Arrow signs	Each		
89	External extinguisher covers	Each		
90	HD Brackets 1.5kg	Each		
91	HD Brackets 4.5kg	Each		
92	Refill dry chemical powder ABC 40%	Each		

Supply of First Aid Kits and accessories

Item no	Description	Unit of measure	Qty	Material Rate
1	Small first aid kit	Each		
2	Medium first aid kit	Each		
3	Large first aid kit	Each		
4	Office first aid kit box	Each		
5	Wound cleaners/ antiseptic (100ml)	Each		
6	Packet of swabs for cleaning wounds (100 swabs)	Each		
7	Cotton wool for padding (100g)	Each		
8	Sterile gauze (10)	Each		
9	Forceps (For splinters) (18cm)	Each		
10	Blunt nose scissors (Minimum size 100mm)	Each		
11	Set of safety pins (12s)	Each		
12	Triangular bandages	Each		
13	Roller bandages (75mm x 5m)	Each		
14	Roll of elastic adhesive (25mm x 3)	Each		
15	Roller bandages (elasticized 100mm x 5m)	Each		
16	Non-allergenic adhesive strip (25mm x 3)	Each		
17	Adhesive dressing strips (Assorted sizes) 20	Each		
18	First aid dressing (75mm x 100mm)	Each		
19	First aid dressing (150mm x 200mm)	Each		
20	Straight plinths (Interlocking plastic)	Each		
21	Padded wire short (10cm x 50cm)	Each		
22	Padded wire short (10cm x 1cm)	Each		
23	Disposable latex gloves pairs (2xLarge, 2xMedium)	Each		
24	CPR Mouth pieces or similar devices	Each		
25	Absorbent material for split blood and other body fluids	Each		
26	Disinfectant to sterilize split blood and other body fluids (6g sachets)	Each		
27	Disposable rubber household pairs (2xLarge, 2x Medium)	Each		
28	Packets sealed burn shields 10 x 10mm	Each		
29	Eye pad	Each		
30	Thermal or rescue blanket (2.1m x 1.2m)	Each		
31	Cervical collar	Each		
32	Impervious bag for the safe disposal of used items (500mm x600mm)	Each		

Transport

Item	Description	Unit	Qty	Rate
1	LDV	km		6.60

Mark-up

Item	Description	Unit		
1	% Mark up for items not on the BOQ	%		10%

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's</i> Service Information	
C3.2	<i>Contractor's</i> Service Information	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

1 Description of the service

1.1 Executive overview

The service requirement includes the provision of fire systems maintenance service, supplying of first aid kits and accessories within Distribution division Gauteng cluster for a period of 60 months on "an as when required" basis.

1.2 *Employer's requirements for the service*

The scope of work includes:

- Maintenance, service, repair, inspection, provision if record of services performed and replacement of all fire detection and protection (include hydrants, extinguishers, hose reels, etc) systems, gas suppression equipment on an as and when required basis.
- Maintenance, service, and repairs of fire systems i.e., sprinkler systems, mechanical piping and associated accessories, water supplies, pumps & fire tanks, etc on an as and when required basis.
- Provision of Building Condition Assessments as and when required.
- Refill fire gas bottles as and when required basis.
- Provision of all spares, replacement parts and consumables on an as and when required basis.
- Execution must be conducted in compliance to fire system engineering standards and Health and Safety Regulations find engineering standards on section 3 of the document.

FIRE SYSTEMS

- All fire equipment shall be serviced and maintained in strict accordance with the manufacturer's specifications and recommendations.
- The fire equipment maintenance service, inspections, and conditional assessment as and when required basis.
- The fire service maintenance must be provided in compliance with the following engineering standards:
 - a. Inspection Testing and Maintenance of Fire Protection Systems Standard 240-54937454
 - b. Inspection Testing and Maintenance of Fire Detection Systems Standard 240-56737654
 - c. Generic Technical Specification for Eskom Real Estate Project for Fire Detection and Protection Systems 240-156552996
 - d. Fire Protection - Detection Assessment Standard 240-54937439
 - e. SANS 10139 Fire Detection and Alarm Systems for Buildings – System Design, Installation and Servicing
- All equipment and materials offered shall be locally supported by Original Equipment Manufacturers (OEM) or their officially appointed agents to ensure proper support and service.

- All major equipment should be specified to have an internationally accepted approval, according to the corresponding EN54 code.
- All major equipment supplied as part of the maintenance should be specified to have an internationally accepted approval, according to the corresponding EN54 code and all miscellaneous equipment should be SANS approved, this includes trunking, conduits, cable trays, fixing hardware, general wiring, network equipment and fibre optics.

FIRE DETECTION SYSTEM (INCLUDE ALL FIRE DETECTION TYPES) AND ALARM SYSTEMS

- Each detector types shall be activated and checked for operating condition including all remote indication associated with the relevant detector.
- Any fault on the detection device/ systems must be reported and replaced.
- Each detector shall be wiped clean during the service and left in operating condition.
- Ensure that during the service of each s detector number correspond with one on the service report sheet accordingly.
- The relevant fire panels shall be checked to ensure that all visual and audible alarm signals as per zone are correctly received.
- The testing of detector/s must be conducted in compliance with SANS 10139 standards.
- Persons performing any work or design on or to fire detection system components need to demonstrate that they had been trained and found proficient in the specific fire detection system revision and brand they are designing for or installing as well as any 3rd party equipment such as GUI and/or any networking equipment. By virtue of the DEOL (Department of Employment and Labour) mandate to SAQCC, any person designing, installing, commissioning, or maintaining Fire Detection Systems needs to be registered with SAQCC according to SAQCC rules and levels. Furthermore, contractors shall have an established installation base within South Africa

BREAK GLASS UNITS

- Each break glass unit shall be activated and checked for correct operation including all remote indication associated with the relevant break glass unit.
- Each break glass unit shall be inspected during the service to be in a good condition and not damaged.
- Each break glass unit or shall be wiped clean during the service.
- Ensure that during the service each break glass unit is recorded as per its number on the service report sheet and checked accordingly.
- The relevant fire panels shall be checked to ensure that all visual and audible alarm signals as per zone are correctly received.

PA & EVACUATION SYSTEMS

- The PA & Evacuation System shall be tested per floor and be checked for correctness of operation.
- All visual and audible associated alarms and signals are to be checked for correct operation of noise levels and testing records must be submitted to the Employer's representative.

- The PA & Evacuation System shall be checked for satisfactory system functionality by switching the "AC" supply "off" and running the system on "Battery Supply". Ensure that the "AC" supply is restored on completion of the test.
- The PA unit shall be checked and serviced as per the manufacturer's specifications. Manuals are available on the Site and shall not be removed from the Site.

FIRE PANEL

- All visual and audible alarms associated with the zones being tested are to be checked for correct operation. All control signals on fire panel and within the buildings to be tested and verified correct.
- Check power supply units and ensure acceptable operating condition.
- Check on condition of batteries and report any defects in compliance with Eskom Battery Standard 240-51999453.
- Check all cable terminations and ensure tightness.
- Testing must be conducted in compliance with SANS 10139 and Eskom engineering standards.

TEST FIRE SIGNAL TO FIRE BRIGADE

- A test shall be carried out to ensure that a fire signal from the Eskom Gauteng Regions buildings is correctly received at the Emergency and Disaster Management Centre.

INERGEN FIRE SUPPRESSION SYSTEM

- Before the *Contractor* proceeds to provide the Services, a risk assessment shall be conducted, and all the relevant safety measure shall be put in place and be recorded in writing.
- Inspect and service the two (2) panels at the server rooms.
- Check and ensure that all connections are tight.
- Check condition of back-up battery and ensure that the charging rate is correct.
- Check all functions for possible alarm conditions and ensure that each alarm condition is received by the related server room panel and the building fire panel.
- With the actuator disconnected from the Inergen bottles, ensure that the alarm condition and/or fire condition is received at the closest point to the Inergen bottles for actuation.
- Inspect all pipe work relating to the Inergen fire suppression system and ensure that all pipe work is secure.
- Ensure that each function for this fire detection and fire suppression system is checked and tested and that each of the functions checked and tested is recorded separately on the service report sheet.

FM 200 GAS FIRE SUPPRESSION SYSTEM

- Before the *Contractor* proceeds to provide the Services, a risk assessment shall be conducted, and all the relevant safety measures shall be put in place and be recorded in writing.

- Test the operation of the entire system and record all the steps and the findings on the service report sheet.
- Trigger test each one of the detectors and record all the steps and the findings on the service report sheet.
- Visually inspect all gas cylinders, record all the findings. And the pressure on the service report sheet
- Pressures test the gas cylinders when required by regulation or law.

GASEOUS FIRE PROTECTION SYSTEMS

- If gaseous fire protection systems are required the system shall comply with the requirements of SANS 369 [16], [17] and SANS 14520 [31]. All applicable SAQCC rules and requirements shall apply and be applicable for these types of systems as they are high pressure systems and require specialized design, commissioning, installation, and maintenance.

FIREMAN'S EMERGENCY TELEPHONE SYSTEM

- The fireman's emergency telephone system shall be tested and serviced as per the manufacturer's specifications and recommendations.
- All steps when testing and servicing the fireman's emergency telephone system shall be recorded on the service report sheet for.

HYDRANTS AND HOSE REELS

- Annual service of hydrants (includes associated accessories) and hose-reels.
- Inspection and replacement of redundant hydrant parts to maintain compatibility with the fire department requirements.
- Visual inspection for leaks and repairs to those leaks
- Ensure that hose reels are connected to water supply at all times and isolating valve in an operating condition.
- Fire Hydrant Systems shall in general comply with the requirements as stipulated in SANS 1128 [21].
- The maintenance service must be executed in compliance with SANS 543 Fire Hose Reels (Semi Rigid Hose) and SANS 1128 Hydrant Systems

WATER SUPPLIES

- Testing of water supplies to check pressure levels.

FIRE EXTINGUISHERS

- Annual Services of Portable Fire Equipment
- Replacement and/or replenishment of portable fire equipment as and when required basis.
- Inspection of portable fire extinguishers as and when required.
- Fire Extinguishers shall comply with the requirements as stipulated in the applicable SANS document as well as the SAQCC requirements as it is pressure vessels.

FIRE SAFETY SIGNS

- Safety signs if required will be supplied in accordance with SANS 1186 [22] requirements.

OTHERS

- Provision of fire signage as and when required.
- Provision of fire door exit push bars as and when required.
- Other elements of fire systems not detailed in the scope that may be required shall be included on an as and when required basis.
- Develop as is fire systems records as and when required.
- Where required the Supplier would be required to obtain approval/ acceptance from the Employer prior to service execution as and when required.
- Eskom engineering standards will be made available on Supplier's specific request.

FIRE EXTINGUISHERS

Provision of the fire extinguisher services, maintenance and replacement of in service, damaged or faulty fire extinguishers/ equipment and Supplying of First Aid Kits and Accessories for Maintenance and Operations in Gauteng Cluster. This will include but not be limited to;

- a) Maintenance of fire extinguishers portable fire extinguishing equipment including extinguishers on vehicles, CNC's, Substations, and all Specialised Maintenance sections.
- b) Performing pressure tests on fire extinguishing equipment.
- c) Supply different size of fire extinguishers.
- d) Supply First aid kits and accessories

The work comprises amongst others consist of the supervision, labour, plant and equipment necessary to carry out fire system 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 fire system maintenance service.

The *Employer* shall verify all the work to be executed and the work completed. The Services for this contract shall amongst other cover the following (Price list for details):

The *Contractor* must submit a method statement detailing how maintenance service will be provided and organisational structure.

The *Contractor* must submit contactable references where fire system maintenance service was provided previously.

1.3 Interpretation and terminology**1.3.1. The following abbreviations are used in this Service Information:**

Abbreviation	Meaning given to the abbreviation
AC	Alternating Current
DEOL	Department of Employment and Labour
Dx	Eskom Distribution
GC	Gauteng Cluster
ERE	Eskom Real Estate

LTIR	Lost-Time Incident Rate
OEM	Original Equipment Manufacturer
PA	Public Address System
SANS	South African National Standards
SAQCC	South African Qualification and Certification Committee
SHEQ	Safety, Health, Environment and Quality
TO	Task Order
URS	User Requirements Specification
QM	Quality Management

1.3.2. Acceptance of Eskom SHEQ 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 11 as indicated.

No	Unique Identifier	Revision	Document Title
1	240-DX-GP-003T	1	Environmental Specifications  Environmental%20specifications%20template
2	240-109253698	3	Contract Quality Plan  240-109253698%20CQP%20Template%2
3	240-109253302	2	Quality Control Plan / Inspection and Test Plan (QCP/ITP)  240-109253302%20%20Quality%20Cont
4	QM 58	3	Supplier Quality Management: Specification  240-105658000 Supplier Quality Manag
5	240-68099512	9	TENDER & CONTRACT QUALITY REQUIREMENTS FOR 240-105658000 AND QUALITY REQUIREMENTS FOR ISO 9001 STANDARD  240-68099512 (Rev 9) Form A Tender Contr

6	240-12248652	7	Supplier Quality Management: List of Tender Returnable Documents  240-12248652 (Rev 7)_List of Tender Retu
7	LTIR	1	Weekly Report - Contractor Reporting Contractor Capture Form Rev 1_LTIR  Weekly%20Report%20-%20Contractor%
8	Eskom Lifesaving Rules		Eskom Lifesaving Rules  Eskom life-saving rules.pdf
9	240-126469599	2	Supplier QM Category 4 Method Statement Template  240-126469599%20-%20Method%20State
10	240-77471969	2	Annexure C2 (Medium risk work)  Annexure C2 (Medium risk).pdf
11	240-73418055	1	SHE SPECIFICATION  SHE Spec.pdf

2 Management strategy and start up.

2.1 Management meetings

Meeting will be conducted at Eskom offices within Gauteng sites.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Bi-weekly	Gauteng Sites	The <i>Supplier</i> and key staff members; and <i>Service Manager</i>
Overall contract progress	Monthly on a last Thursday	TBA	The <i>Supplier</i> and key

and feedback	at 10:00		staff members; and <i>Service Manager</i>
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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

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

2.2.2. All key personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file. This would be essential if the *Contractor* is a Joint Venture

2.3 Documentation control

2.4.1. 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.

2.4.2. All Service documents must be submitted to Site Supervisor for record purpose.

2.4.3. The *Contractor* must keep all Service documents for *Employer's* 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;
- Goods receipt number

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.

The *Contractor* is responsible for all deductibles as listed in annexure B.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* to adhere and comply with applicable legislation, i.e., Eskom Safety and Health policies, procedures, specifications and guidelines and Occupational Health and Safety Act No. 85 of 1993. *Contractors* to adhere to Contract and Contractor OHS Management Standard 32-726.

The *Contractor* shall also comply with the health and safety requirements contained in Section 1.3.2 of this Works 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

3.3.1. Accredited Certification/Qualification - Fire System Requirement

3.3.1.1. The *Contractor* must be in possession of valid SAQCC certification, of Health and Safety Regulations and other fire systems standards/ requirement for installation repair, testing, servicing of fire system as required by the Employer.

3.3.1.2. Mechanical Engineering Diploma as minimum qualification for fire systems service maintenance. The *Contractor* must ensure that execution of maintenance services in the Gauteng South Sites is in compliance with air-conditioning engineering standards and regulations.

3.3.2. Quality Specifications

3.3.2.1. The quality specification QM- 58 is used as quality management system for the fire system Maintenance Service for Gauteng South Sites.

3.3.2.2. The *Contractor* to comply with Eskom Supplier Contract Quality Requirements Specifications as per ISO 9001:2015.

3.3.2.3. . The *Contractor* shall comply with the quality requirements contained in Section 1.3.2 of this Works Information.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed.

All people employed by the *Contractor* to perform supervision of installation and commissioning should 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 breathalyser tests.

4.1.2 SDL&I requirements

An SDL&I Compliance Matrix for the development of skills and/or the promotion of localised content applicable to the Scope of Work shall be provided at tender stage. Regular reporting on a monthly basis must be done and handed to the *Service Manager* to report on progress of compliance to the targets agreed upon at contract stage. This report must be handed over to the *Service Manager* on a monthly basis when submitting the assessment claim for payment.

Expanded Public Work Programme (EPWP)

- The *Contractor* must report all local/temporary labourers employed in a project
- The *Contractor* MUST submit a report on a monthly basis
- The *Contractor* must NOT wait until the end of a project in order to submit reports
- The *contractor* must submit the REV 7 report together with the assessment claim for payment.
- The *contractor* is responsible for assisting ESKOM in reporting all work done.
- Eskom's report feeds back to Parliament and non-reporting of *contractors* affects this report.
- No payment will be certified without the required report being submitted.

Lost Time Injury Report (LTIR)

- The *Contractor* must submit this report monthly with each payment assessment claim
- No payment will be certified unless this report is submitted.

4.2 Subcontracting**4.2.1 Subcontract documentation, and assessment of subcontract tenders**

The *Contractor* to indicate the percentage of subcontracting, the proposed subcontractors together with their BBBEE statuses, and the sources of assets, goods, or services when local content and production criteria are applicable. The proposed target will form part of the contractual obligation. The NEC system is compulsory for all subcontract documentation

4.2.2 Limitations on subcontracting

The *Contractor* is not allowed to sub-contract more than 25% of the contract to another enterprise/supplier that does not have equal or higher BBBEE status, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract, in order to claim the points for BBBEE.

4.2.3 Attendance on subcontractors

The *Contractor* is responsible for performing on the provided Scope of Work as if he had not subcontracted. The appointed *Contractor* will also be liable to the *Subcontractors'* employees, as he is legally and liable for this contract.

4.3 Plant and Materials**4.3.1 Specifications**

The *Contractors* must provide plant and materials required for execution of fire system maintenance service, as and when required basis.

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.

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

5.2.2. Overtime work and normal work

5.2.2.1. The *Contractors* are advised that the following works may be done during normal working hours as well as after normal working hours. *Contractors* must make due allowance for these working hours in the pricing as no claims will be entertained in this regard.

5.2.2.2. *Contractors* are advised that all labour charges and transport charges must be procured from the closest to the effected site.

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

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

5.3 Records of *Contractor's* Equipment

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

5.4 Equipment provided by the *Employer*

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

5.5 Site services and facilities

5.5.1 Provided by the *Employer*

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

5.5.2 Provided by the *Contractor*

The *Contractor* provides his own storage, vehicles, equipment, etc to provide fire system maintenance service, as and when required basis.

5.6 Control of noise, dust, water and waste

The *Contractor* must comply with SHE and Environmental Requirements

5.7 Hook ups to existing works

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

6 List of drawings

6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title