

Maintenance and Services of Building Management Services at Matimba Power Station for a period of 4 Years.



NEC3 Term Service Contract (TSC3)

**Between Eskom Holdings SOC Ltd.
(Reg no. 2002/015527/30; VAT No. 4740101508)**

and

**for Maintenance and Services of Building Management
Services at Matimba Power Station for a period of 4 Years.**

Contents:**No of
pages**

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Service Information

CONTRACT No.

Maintenance and Services of Building Management Services at Matimba Power Station for a period of 4 Years.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:**No of
pages****C1.1 Form of Offer and Acceptance****C1.2a Contract Data provided by the *Employer*****C1.2b Contract Data provided by the *Contractor*.**

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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:

Maintenance and Services of Building Management Services at Matimba Power Station for a period of 4 Years.

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(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*.

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
employer:**

(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.

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

Note:

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

No.	Subject	Details
1	None	N/A

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

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

	For the Tenderer:	For the Employer
Signature		
Name		
Capacity		
On behalf of	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness		
Date		

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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
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 2311
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	Adrian Buhrmann
	Address	Matimba Power Station, Nelson Mandela Drive, Lephalale, Limpopo
	Tel	014 763 8007

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

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	Fax	N/A
	e-mail	buhrmaAD@eskom.co.za
11.2(2)	The Affected Property is	Matimba Power Station
11.2(13)	The <i>service</i> is	Part 3 and Appendix A of the contract
11.2(14)	The following matters will be included in the Risk Register	1. Strike or unrest. 2. Shortage of non-stock/stock items spares. 3. Long spares lead time.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
11.2(17)	The <i>Site Service Manager</i>	Replace the <i>Service Manager's</i> functions for a particular site for all issues related to this contract
12.2	The <i>law of the contract</i> is the law of	Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Within 24 hours or any other period agreed between the parties and specified in the task order
2	The Contractor's main responsibilities	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	The contractor's liability for defects due to his design that are not listed on the defect certificate is limited to: see overall limitation of liability in option Z
3	Time	
30.1	The <i>starting date</i> is.	01 July 2025
30.1	The <i>service period</i> is	Four (4) Years
4	Testing and defects	
	Defect date is 52 weeks after completion of each task order. The defect correction period is 24 hours, or any other period agreed between the parties.	
5	Payment	
50.1	The <i>assessment interval</i> is	Monthly on the 25th working day of each month or any other period agreed between the parties.
51.1	The <i>currency of this contract</i> is the	South African Rand

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51.2	The period within which payments are made is	30 days after receipt of Contractors 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 (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	Follow compensation event process as guided on the NEC contract.
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. None
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	As stated for in the Annual Construction All Risk Insurance Policy (Format A) available on request from Eskom Group Insurance.
83.1	The <i>Employer</i> provides these additional insurances	As stated for in the Employers Asset All Risk Insurance Policy available on request from Eskom Group Insurance
83.1	The <i>Contractor</i> provides these additional insurances:	

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83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles in the amount of R 500 000.00 (Five hundred thousand Rand) relevant to the event described in the "Format A" (Annual Construction All Risk Insurance Policy)
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	The total Contract Value
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).and, or as per the laws of the Country in which the <i>Contractor's</i> employees are domiciled.
9	Termination	As guided under termination clause of the NEC contract. Breach of contract and depletion of funds.
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 and programme for the service as defined on the <i>task order</i> at intervals no longer than	Monthly or as Stated in the task order. Programme to be supplied in Primavera Format. The level of the programme to be agreed with the <i>Site Service Manager</i>
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	All disputes shall in the first instance be directed at the Site Service Manager and the <i>Contractor's</i> Site Representative on site. If the dispute is not settled within a reasonable period the disputed person would refer the dispute to the Service Manager and the <i>Contractor's</i> National Representative. Should they be unable to settle the dispute it would be referred to Senior Management of each organisation. Should they fail to reach an agreement, it will be referred to the person/s selected from the Eskom panel of Adjudicators

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		by the Party intending to refer a dispute to him within 60 days. (see: www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).																		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.																		
W1.4(2)	The <i>tribunal</i> is:	Arbitration																		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.																		
	The place where arbitration is to be held is	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 of the Association of Arbitrators (Southern Africa) or its successor body.																		
	- if the arbitration procedure does not state who selects an arbitrator, is																			
12	Data for secondary Option clauses																			
X1	Price adjustment for inflation																			
X1.1	The <i>base date</i> for indices is	CPA will be applicable 16 months from base date (one month prior to tender closing) irrespective of the contract start date.																		
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>Proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>30%</td><td>Actual Labour</td><td>SEIFSA Table C-3(a)</td></tr> <tr> <td>50%</td><td>Consumer Price index</td><td>SEIFSA Table D-3</td></tr> <tr> <td>5%</td><td>Transport</td><td>SEIFSA Table L1</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	30%	Actual Labour	SEIFSA Table C-3(a)	50%	Consumer Price index	SEIFSA Table D-3	5%	Transport	SEIFSA Table L1	15%	non-adjustable		100%		
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100%																				
X2	Changes in the law	As per the terms and conditions on X2.1 of NEC3 TSC.																		

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X17.1	Low service damages															
	The service level table is in	<table><tr><th colspan="2">Service level table</th></tr><tr><th>Description</th><th>Penalty</th></tr><tr><td>Plant rework</td><td>R nil/overtime</td></tr><tr><td>Poor workmanship</td><td>Contractor to carry corrective cost</td></tr><tr><td>Rework</td><td>1% of the task order and the supplier to carry out corrective cost.</td></tr><tr><td>Incorrect spares delivered</td><td>R500 per day on task order until the delivery.</td></tr><tr><td>Number of NCR's Issued (Less than two per month)</td><td>1% of the task order or monthly assessment</td></tr></table>	Service level table		Description	Penalty	Plant rework	R nil/overtime	Poor workmanship	Contractor to carry corrective cost	Rework	1% of the task order and the supplier to carry out corrective cost.	Incorrect spares delivered	R500 per day on task order until the delivery.	Number of NCR's Issued (Less than two per month)	1% of the task order or monthly assessment
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Incorrect spares delivered	R500 per day on task order until the delivery.															
Number of NCR's Issued (Less than two per month)	1% of the task order or monthly assessment															
X18	Limitation of liability															
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	R80 000.00														
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The amount of the deductibles relevant to the event described in the "Format A" insurance policy available on request from Eskom Group Insurance.														
X18.3	The Contractor's 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 Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles in the Employer's assets and works / maintenance policies available on request from Eskom Group Insurance														
X18.4	The Contractor's total liability to the Employer, 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 Contractor's total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the Contractor is liable under this contract for - Defects due to his design, plan and specification, - Defects due to manufacture and														

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		fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • Infringement of an intellectual property right.														
X18.5	The <i>end of liability date</i> is	52 weeks after the end of the <i>service period</i>.														
X19	Task Order															
X19.3	Delay damages	<table><tr><th>Description</th><th>Penalty</th></tr><tr><td>Service and supply of spares</td><td>% deduction</td></tr><tr><td>PM Compliance P1>3 Days P2> 5 Days P3>30 Days P4>18 Months</td><td>2% penalty fee of the total task order amount</td></tr><tr><td>Statutory PM Overdue-0%</td><td>5% deduction from the total task order amount</td></tr><tr><td>Overall safety performance index >95%</td><td>5% deduction from the total task order amount</td></tr><tr><td>Spares availability >80%</td><td>1% deduction from the total task order amount</td></tr><tr><td>Emergency response time-30 Minutes</td><td>1% deduction from the total task order amount</td></tr></table>	Description	Penalty	Service and supply of spares	% deduction	PM Compliance P1>3 Days P2> 5 Days P3>30 Days P4>18 Months	2% penalty fee of the total task order amount	Statutory PM Overdue-0%	5% deduction from the total task order amount	Overall safety performance index >95%	5% deduction from the total task order amount	Spares availability >80%	1% deduction from the total task order amount	Emergency response time-30 Minutes	1% deduction from the total task order amount
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		Spares availability >80%	1% deduction from the total task order amount													
		Emergency response time-30 Minutes	1% deduction from the total task order amount													
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Site Service Manager</i>	6 Hours or as agreed between the parties														
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

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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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of

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this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control,

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likewise observe and comply with the foregoing.

- Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

- Z9.1 Delete the last paragraph of core clause 61.3 and replace with:

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

Z10 Employer's limitation of liability

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z11.1 or had a business rescue order granted against it.

Z12 Warrantee:

- Z12.1 The warrantee period is 12 months after completion of each task order
- Z12.2 The Defects correction period is the period during which the *Contractor* undertakes to repair the Defect. The period for repair of a Defect shall be determined by the nature of the Defect and shall be such period as is reasonable in the circumstances
- Z12.3 The defective Service will be inspected by both the *Service Manager* and *Contractor* and a decision made as to how the defective services are to be corrected. Any decision made will be

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agreed in writing.

Maintenance and Services of Building Management Services at Matimba Power Station for a period of 4 Years.**Annexure A: Insurance provided by the Employer**

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

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

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

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C1.2 Contract Data

Part two - Data provided by the *Contractor*

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: 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	

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11.2(19)	The tendered total of the Prices is	R
C	Target contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(20)	The tendered total of the Prices is	R
E	Cost reimbursable contract	
11.2(12)	The <i>price list</i> is in	

Maintenance and Services of Building Management Services at Matimba Power Station for a period of 4 Years.**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>	[•]

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C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

This confirms that Option A is a priced contract re-measurable 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, where re-measurable means reviewing and applying the actual quantities and prices utilized on the task order

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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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;

Format of the *price list*

Refer to Clause C2.2

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C2.2 the *price list*

Part 1:

Item	Description	UOM	Quantity	Rate	Total
1	24-hour day, 7 days a week Maintenance and Service of Building Management System	Monthly	48		
2	Safety File	Once off	1		
3	PPE	Yearly	5		
4	Administration cost	Monthly	48		
5	Site-Establishment	Once off	1		
6	Site-destablishment	Once off	1		
7	LDV	Monthly	48		
8	Medicals plus exit	Yearly	6		

Total prices

Spare as and when required.

Item	Description	UOM	Quantity	Rate
10	Hikvision 8 Channel turbo HD kit-embedded DVR and 8 HD1080P cameras	EA	250	
20	Hikvision 16 Channel turbo HD kit-embedded DVR and 16 HD1080P cameras	EA	150	
30	Hikvision 32 Channel turbo HD kit-embedded DVR and 32	EA	130	

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	HD1080P cameras			
40	8MP/4K HD BNC video power ballun transceiver	EA	210	
50	RJ 59 BNC male connector to coaxial cable and female	EA	300	
60	RJ 45 connectors with boots	EA	400	
70	Linkbasic 500m drum CAT6 solid UTP-6500 cable	EA	300	
80	RJ59 and power cable for CCTV camera 500m	EA	350	
90	Jack DC male and female	EA	600	
100	Junction box PVC housing IP56 150X110X70	EA	600	
110	24V LED strip power supply 10AMP	EA	560	
120	4TB HDD WD Surveillance drives	EA	350	
130	Breakglass (Emergency door release green)	EA	450	
140	Magnet lock (260-300kg)	EA	360	
150	Viper ceiling speakers 8" axial 2 way	EA	400	
160	IND560 Multiscale interface Dongle	EA	50	
170	Mark-up on Spares which are not listed above	Percentage		

Total Prices

NB: CPA will be applicable 16 months from base date (one month prior to tender closing) irrespective of the contract start date.

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PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

1. Description of the *service*.
2. Site services and procedures.
3. Management strategy and start up
4. Turnaround time
5. Management meetings

Appendix

- A. Scope of Work

1 Description of the service

1.1 Executive overview

This contract is for the provision of 24 hours, 7 days a week, Maintenance and Services on Building Management System which comprises of different security, detection, protection and interface systems and subsystems distributed all over Matimba plant and site.

2 SITE SERVICES AND PROCEDURES

The following technical specification and procedures are applicable to this contract and are available (ESKOM related standards) on requests, only the latest revision to be used.

Maintenance and Services of Building Management Services at Matimba Power Station for a period of 4 Years.

TITLE
Occupational Health and Safety Act, 85 of 1993.
ISO 9001:2008: Quality management systems.
PG/SA*/001

3 Management strategy and start up.

3.1 The Contractor's plan for the service

- Eskom will provide the process control manual (32-1303) for executing maintenance work and contractor shall work according to PCM guideline.
- The contractor is to work in accordance with employer's plans and procedures.
- The method for reporting on activities in progress is by remaining duration, i.e., the time, in working days, needed to complete the activity from the report date. Once an activity has started, the remaining duration is assessed for each update.

4 Turnaround time

- Call out response time is 30 Minutes.
- The maximum turnaround time for NCR is 5 working days.
- P1 work orders call out must be executed within 24 hours.
- P2 work orders must be executed within 2 days.
- P3 work orders must be executed within 30 days.
- P4 work orders must be executed within 12 months.
- Planned schedule work order must be executed with the specific week planned for and must be agreed upon.

5 Management meetings

- The Employer will notify the contractor of any management meetings to be held.
- The Employer's Supervisor shall meet with the contractor Supervisor on a daily basis to hand over the activity list that must be performed. The Contractor shall be required to perform these activities in accordance with all relevant information, guidelines, and report back to the Eskom Supervisor daily.
- 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:
Daily feedback meeting intended to update CM on work progress and challenges	Daily at CM's Office	Matimba	Contractor Site Supervisor

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Contractor Safety Meeting	Monthly	Matimba	Safety officer or Contractor Site Supervisor and Site Manager
Department meeting intended to discuss and present plant performance indicators	Bi-weekly	Matimba	Contractor Site Supervisor
Toolbox meeting	Daily	Matimba	All Contractors employees
Any other business-related meetings, e.g., Outage, scope challenge	As and when required	Matimba	Contractor Site Supervisor

- 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 meetings 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.

6 Site inspections, meetings, and discussions

- Site meetings between the Contractor and the Employer's Management shall be held monthly. Inspections by senior members of the Contractor/s staff shall be carried out monthly, accompanied by a duly representative of the Employer.
- Problems discussed and pointed out during such inspections shall be noted and actions taken on the Contractor shall conduct daily toolbox talk or meeting with his/her team.
- Contractor shall conduct monthly SHEQ meeting with his/her team.
- Contractor shall attend weekly and monthly contractor's meeting with Head of department.
- Any other meeting that may be initiated and scheduled by the Service Manager or Contract Supervisor.

7 Contractor's management, supervision, and key people

- Maintenance and repair services for BMS system in accordance with relevant procedure and specification.
- The Contractor to provide technical support and advice on constant failure trends of the equipment.
- Ensure that the application and implementation of appropriate maintenance tools and innovative techniques.
- Develop key performance indicators (KPI), objectives and targets which support and in line with Employer's objectives.
- To provide adequate resources capabilities to carry out maintenance and repair work that support Employer's objectives.
- The Contractor shall notify Eskom Service Manager on any defects or repair work that fall outside the scope.
- The Contractor to adhere to all Employer's health and Safety requirements and procedures on site.
- The Contractor to provide relevant documentation caters for the Employer's equipment. This will include all records keeping of all activities, plant conditions and quality control and safety documentation.

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- The Contractor shall comply with all relevant SABS standards, OHS Act 1993 and also Employer's standards as specified from time to time.
- The integrity of the plant is maintained within the parameters specified by the Employer.
- All other maintenance activities to be performed in accordance with the relevant procedures and specifications where applicable.
- Contractor shall carry out routine check if deemed necessary as per operations and maintenance manuals of such equipment.
- The Contractor shall record and report to the Employer the following:
 - All incidents and equipment failure to be reported to the Employer within same day.
 - Overall monthly system performance report.
 - Investigate and diagnosis of plant defects to determine the scope of work required.
- Execution of corrective maintenance activities.
- Determination of plant spares and specification.
- Execution of preventative maintenance activities as specified by Engineering.
- Supervision of maintenance activities to ensure quality, safety and productivity target are achieved.
- Quality control of maintenance activities.
- Quality inspections of spares received at stores receiving.
- Perform work planning.
- Development of work instruction and procedures for maintenance activities.
- Assist with the investigation of incidents and their root cause analysis.

8 Responsibilities of the Contractor's Site Management

- The Employer expects the site management team of the Contractor's to ensure and drive compliance in terms of the maintenance philosophy of the Employer, as detailed in the section entitled "Employer's Expectations".
- As a minimum requirement, the Employer expects the Contractor's Site management to have the authority to make decisions on the operational and managerial aspects of the service.
- Ability to represent the Contractor on the Employer's management meetings when so required.
- Ensure that all required permits are requested and issued prior to the commencement of work.
- Monitor and control its staff's sick leave and absenteeism record.
- Administrate all quotations and invoices from site.
- Be actively involved in its staff health and safety issues.
- Be the single point of contact for all Employer request concerning its staff.
- Provide monthly resources utilization, plant status, time sheets, overall contract performance and monthly stats.

9 Invoicing and payment

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

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

Eskom Holdings Limited
Matimba Power Station
APS Department

Maintenance and Services of Building Management Services at Matimba Power Station for a period of 4 Years.

**Private Bag X 215
LEPHALALE
0555**

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

The Contractor shall send the tax invoice to: Invoiceseskomlocal@eskom.co.za

10 Contractor change management

- Any changes to the contract management should be discussed and be approved by the Employer'.

11 Insurance provided by the Employer.

- Refer to clause 8, Risk and Insurance.

12 Management of work done by Task Order

- A task order together with a SAP 45-release order is the Employer's notice to the Contractor to carry out a task.
- Work done by the Contractor without SAP 45-release order is done at risk of non-payment.
- Employer provides a task order to the Contractor for each task he requires to be carried out.
- The Contractor provides the work in accordance with the scope on receipt of each task order.

13 Health and safety, the environment and quality assurance

14 Records of Defined Cost

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In order 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. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

APPENDIX A**Scope of Work****1 Introduction****1.1 Matimba Power Station**

Matimba Power Station is in Lephalale, in South Africa's Limpopo Province. Designed to generate 4000 MW, Matimba - the Tsonga word for "Power" – was once the largest direct dry-cooled Power Station in the world, with six 665MW turbo-generator units. Coal reserved guarantees Matimba a minimum lifespan of 35 years, extending to a possible 50 years at 2100 - 2130 tons of coal per hour. The annual send-out power from Matimba amounts to approximately 24,000GWh. Matimba is the holder of the world record of 80 days for six units on load.

Technical details:

- Six 665 MW units
- Installed capacity: 3 990MW
- 2001 capacity: 3 690 MW
- Design efficiency at rated turbine MCR (%): 35.60%
- Ramp rate: 28.57% per hour
- Average availability over last 3 years: 93.67%
- Average production over last 3 years: 23 789GWh

1.2 Plant description

The building management system comprises of different security, detection, protection and interface systems and subsystems distributed all over Matimba plant and site.

2 System description

Matimba Power Stations Building Management System (BMS) consist of the following systems.

2.1 Access control systems

Building Integrator access control systems is installed at the Main entrance gate and is integrated to Group Security at Megawatt Park, a standalone system is installed at Admin building and a Siemens Cipass system is installed at the plant and other restricted areas on site.

Maintenance and Services of Building Management Services at Matimba Power Station for a period of 4 Years.**2.2 CCTV systems**

CCTV systems are installed at Main security gate, Indaba Lapa, Matimba stores, Main workshop, Admin building as well as a Siemens Cistore system at the plant areas with recorders for each area.

2.3 Public address system (PA)

A TOA public address system is installed at EOD in the MDF room and is used to issue alarms and make announcements across the whole site from EOD, Admin Reception and the Matimba EP centre.

2.4 Voice recorder at Electrical Operating Desk (EOD)

A Siemens voice recorder system is installed at EOD to record telephone conversations.

2.5 Digital display board and information screens

A Power screen digital information board is installed alongside the road from Matimba Main security gate as well as standalone Windows based display information screens all over site. Digital projectors are installed at different locations in Matimba Power Stations.

2.6 Stand Alone Alarm Systems

A Digital Security Controls model PC1864 Intruder alarm system is installed at different areas at Matimba Power Station. All areas are interfaced to the Main Security Gate office at Matimba site entrance.

3. Supporting Clauses**3.1 Purpose**

The purpose of this is to maintain and provide technical support as well as to supply spares as and when required to ensure the reliability and availability of all BMS components and systems.

3.2 Scope

Scope of work is applicable to the Matimba Power Station BMS system as defined above and adjacent stations.

3.3 Applicability

This document is applicable to Generation Matimba Power Station Building Management System.

4 Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following Paragraphs.

The following documents contain provisions that, through reference in the text, constitute requirements of this document. At the time of publication, the editions indicated were valid. These documents are subject to revision and users are responsible to ensure that the most recent editions of the documents listed below are used/ referenced.

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4.1 Normative

1. 240-102220945 Specification for integrated access control system (IACS) for Eskom sites.
2. 240-91990304 Specification for CCTV surveillance.
3. 240-64720986 Emergency preparedness Public Address system for large area deployment.
4. 240-86738968 - Standard for Security Alarm Systems for Protection of Eskom Installations and its Subsidiaries.
5. 240-87607698 - Coal Quantity and Quality Accounting Standard for Thermal Efficiency Determination (applicable to Weigh Bridge).
6. GGR 0992 - Plant Safety Regulations.
7. Act no 102 of 1980 - National Key Point.

4.2 Informative

1. Eskom Integrated Risk Management Procedure, 32-391.
2. Reporting, Recording, Investigating, Costing and the Follow-up of SHE Incidents Accidents, 39-7.
3. GGS 0386-Requirement for Power and Control cables for Power station.
4. NMP47-77 - Application of plant coding.
5. ESKPVAEY6 - Eskom Operating Regulations for High Voltage Systems.
6. ISO 9001 - Quality Management Systems.
7. Environmental, Occupational Health and Safety Incident Management Procedure, Rev 4 32-95.
8. Reporting, Recording, Investigating, Costing and the Follow-up of SHE Incidents Accident, 39-7.
9. Occupational Health and Safety Act No: 85 of 1993: all regulations.
10. SABS ISO 14001, Framework of control to ensure that all SHE risks are considered along an auditable tract to ensure a successful outcome and continuous improvement.
11. Eskom Integrated Risk Management Procedure, 32-391.
12. ISO 9001:2015 Quality Management Systems.
13. SANS 10222-5-2, Electrical security installations Part 5-2: CCTV installations – Application guidelines.
14. SANS 10222-5-1-1, Part 5-1-1: CCTV installations — CCTV surveillance systems for use in security applications — Operational requirements
15. CCTV Operational Requirements Manual, UK Home Office, N Cohen, J Gattuso & K MacLennan-Brown

5 Definitions

Definition	Description
Access Control System	An electronic or automated system used to control access to areas.
Controlled Disclosure	Controlled disclosure to external parties (either enforced by law, or discretionary).

Maintenance and Services of Building Management Services at Matimba Power Station for a period of 4 Years.

Confidential	The classification given to information that may be used by malicious / opposing / hostile elements to harm the objectives and functions of Eskom Holdings Limited.
Secret	The classification given to information that may be used by malicious / opposing / hostile elements to disrupt the objectives and functions of Eskom Holdings Limited.
Top Secret	The classification given to information that may be used by malicious / opposing / hostile elements to neutralize the objectives and functions of Eskom Holdings Limited.
Target	The station's internal target should be representative of good to excellent performance. Apart from being used as a performance indicator, it has no real meaning insofar as it does not require any action to be taken.
CCTV System	Closed circuit television system.
Public Address system	An electronic system comprising microphones amplifiers and loudspeakers and related equipment used to address a large or remote area.

6 Abbreviations

Abbreviation	Description
BMS	Building Management System
MW	Megawatt
CCTV	Closed Circuit Television
SSB	Support Services Building
SCADA	Software Control and Data Acquisition
EOD	Electrical Operating Desk
MDF	Main Distribution framework
EP	Emergency preparedness
IACS	Integrated Access Control System
SHE	Safety Health and Environment
SANS	South African National Standards
ISO	International Organisation of Standards
RWM	Routine Works Management
CM	Corrective Maintenance
PM	Preventative Maintenance
SANAS	South African National Accreditation System
LTI	Lost Time Injury
KPI	Key Performance Indicator
PM	Preventative Maintenance
CM	Corrective Maintenance
PSR	Plant Safety Regulations
PPE	Personal Protective Equipment
SAPS	South African Police Service
SSA	State Security Agency
PSIRA	Private Security Industry Regulatory Authority
SABS	South African Bureau of Standards
SAQCC	South African Qualification and Certification Committee
ORHVS	Operating Regulations for High Voltage Systems

Maintenance and Services of Building Management Services at Matimba Power Station for a period of 4 Years.**7 Roles and Responsibilities****7.1 Contract Manager-**

1. Co-ordinating and manage contract budget and expenses.
2. Ensure that the contractor operates within the budget.
3. Holds monthly meetings with the contractor.
4. Communicate technical interface between Eskom and the contractor.
5. Ensure that all work performed complies with the OHS act regulation and quality requirements.
6. Review, verify, and approve receipt of services/deliverables from the contractor.
7. Manage and maintain any contract records and correspondence between the employer and the contractor.
8. Ensure that the contractor compliance with the conditions of contract.
9. Resolving any deviations and breaches in relation to the agreed conditions of the contract.
10. Contracts manager must keep the original copy to file for history purposes.
11. Provides and orders spares required to maintain the system.

7.2 Contractor-

1. Maintenance of the BMS in accordance with the relevant procedure and specification on a continuous basis.
2. Ensure that all the systems of the BMS comply with the statutory and environmental requirements.
3. The Contractor to provide technical support and advice on constant failure trends of the equipment.
4. Provide consistent and cost effective maintenance strategy.
5. Ensure that the application and implementation of appropriate maintenance tools and innovative techniques.
6. Develop Key performance Indicator (KPI), objectives and targets which support and which in line with the Employer's objectives.
7. To provide adequate resources capabilities to carry out maintenance and inspection work and that support the Employer's objectives.
8. The contractor to adhere to all Employer's health and safety requirements and procedures on site.
9. The contractor to provide relevant documentation caters for the employer's equipment. This will include all records keeping of all activities, plant conditions and quality control and safety documentation.
10. The contractor shall comply with all relevant SABS standards, OHS Act 1993 and Driven Machinery regulation, also with the Employer's standards as specified from time to time.
11. The integrity of the plant is maintained within the parameters specified by the Employer.
12. All other maintenance activities to be performed in accordance with the relevant procedure and specification, where applicable.
13. All plant manuals and other documentation as requested by the Employers will be returned or submitted by the contractor.
14. All incidents and equipment failure incidents shall be reported to the Employer within the same day.

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15. The contractor must provide monthly overall system performance report.
16. The contractor submits to the Employer, a fully substantiated written damage report specifying the nature, scope and cost of rectification work required including a programme for execution.
17. Provide spares as and when requested through a formal task order by the Employer.

7.3 Process for Monitoring

Item	KPI	Targets	Indicator
1	System health	>95%	Plant health report
2	Overall Safety performance index	>95%	Safety audit report
3	Spares Availability	>80%	Delivery of ordered spares
4	Quality	No rework	SAP
5	Zero surveillance and audit findings	0	Audits and surveys reports
6	Comply with RWM (CM and PM compliance	P1>3days P2>5days P3>30days P4>18months No outstanding PM's	
7	Emergency response time	30 Minutes	
8	Safety	1/M	
9	Statutory PM Overdue	0%	

8. Technical Scope

1. The contractor must supply a full-time employee to maintain the BMS at Matimba Power Station on a 24/7 basis including callouts during emergencies.
2. The contractors' employees allocated to this contract need to be security cleared by the **SAPS**.
3. The contractor will execute all BMS related Corrective (CM) and Preventative (PM) work orders generated on the SAP Maintenance system and in line with the Maintenance Strategy for the systems and according to the RWM process.
4. Maintenance includes repairs, replacement, and termination of all BMS cables and fibre optic cables, networks and network cables and relevant servers for each system.
5. Maintenance includes annual calibration and SANAS certification of the Trek Weigh Bridge.
6. The contractor will be ORHVS module1 authorised within 6 months of contract commencement.
7. Contractor will work without assistance from Eskom Employees.
8. The contractor must report and recommend solutions of repeat failures.
9. Contractor to provide own PPE, equipment and all the tools to execute work.

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10. All contractors to be medically fit to execute work and shall supply Eskom with medical certificates.
11. Contractor may propose and implement continuous improvement including modifications once granted permission to do so.
12. Contractor shall submit a monthly report on the plant health and compliance report.
13. The contractor must be able to expand and do installations on the systems if and when required.
14. If ever a modification is implemented and the current system is changed, the contractor shall continue with the maintenance on the new system.

9 Inclusive Scope

9.1 Spares

1. The Contractor will be required to provide spares for the contract as and when required. The supplier will only use spares that are approved by Eskom.
2. All spares supplied shall be in manufacturer specified packaging and datasheet shall be handed over to contract manager upon delivery.
3. Contractor to keep and preserve critical spares based on contractors' assessment. A list of critical spares shall be determined by the contractor and contract manager.
4. The turnaround on spares delivery shall be 24 hours from the time of notification. If spares cannot be delivered in time, the contract manager shall be notified in writing with mitigation plan.
5. Due to obsolescence, the contractor will recommend replacement spares and shall get prior approval before replacement.

9.2 Training and Competencies

The contractor will be required to transfer skills to Eskom employees. Eskom will provide SAP PM1 and PM2 training as well as ORHVS module 1 training to the contractor personnel allocated to this contract.

The contractor will be responsible for arranging any other training required for their employees.

9.3 Safety precautions

The contractor shall follow all Eskom's safety requirements including all lifesaving rules and regulations required to perform the work. All Eskom and Matimba regulations shall be adhered to at all times.

9.4 Deficiencies and modifications

No modification shall be done on plant and equipment without following the contract manager approval.

9.5 Contractors Responsibility

The contractor will be responsible for the inspection, testing and repairs of the BMS as identified.

Plant Description	Failure mode:	On Task:	Condition	Frequency of task
PA SYSTEM				

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Plant Description	Failure mode:	On Task: Condition	Frequency of task
Amplifiers	Overload	Run to failure	As and when required
	Electronic Component failure	Run to Failure	As and when required
	Power Supply failure	Run to Failure	As and when required
	Short Circuit	Run to Failure	As and when required
Speakers	Theft/ Vandalism	Run to Failure	As and when required
	Electronic Component failure	Run to Failure	As and when required
	Power supply failure	Run to Failure	As and when required
Volume Controls	Electronic Component failure	Run to Failure	As and when required
	Communication Failure	Run to Failure	As and when required
	Wear and Tear	Run to Failure	As and when required
Zone Selector	Power Supply failure	Run to failure	As and when required
	Electronic Component failure	Run to Failure	As and when required
PA SYSTEM			
Control Desk	Electronic Component failure	Run to Failure	As and when required
	Power supply failure	Run to Failure	As and when required
	Switch Failure	Run to failure	As and when required
Equalizer	Power supply failure	Run to Failure	As and when required
Radio Amplifier With	Cable failure	Run to Failure	As and when required
	Electronic Component failure	Run to Failure	As and when required

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Plant Description	Failure mode:	On Task: Condition	Frequency of task
Power Supply Unit / Batteries	Electronic Component failure	Run to Failure	As and when required
	Cable failure	Run to Failure	As and when required
CCTV SYSTEMS AND ALARM SYSTEM			
Cameras	Camera failure	Run to Failure	As and when required
	Cable faulty	Run to Failure	As and when required
	Power supply failure	Run to Failure	As and when required
Screens	Monitors failure	Run to Failure	As and when required
	Cables faulty	Run to Failure	As and when required
Alarm	Speaker failure	Run to Failure	As and when required
	Intruder sensor failure	Run to Failure	As and when required
	Cable fault	Run to Failure	As and when required
	Communication fault	Run to failure	As and when required
ACCESS CONTROL SYSTEM			
Card readers	Electronics failure	Run to Failure	As and when required
	Cable fault	Run to Failure	As and when required
Boom gate	Motor failure	Run to Failure	As and when required
	Cable faulty	Run to Failure	As and when required
	Power supply failure	Run to Failure	As and when required
	Mechanical boom	Run to Failure	As and when required
Server	Hardware failure	Run to Failure	As and when required
	Power supply failure	Run to Failure	As and when required
	Monitor failure	Run to Failure	As and when required
	Scanner failure	Run to Failure	As and when required

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Plant Description	Failure mode:	On Task: Condition	Frequency of task
Break glass	Electronic failure	Run to Failure	As and when required
	Mechanical failure	Inspection and test	Routine
Magnetic door lock	Mechanical failure	Inspection and test	Routine
DIGITAL DISPLAY SYSTEM			
Digital screen	Cable faulty	Run to Failure	As and when required
	Power supply failure	Run to Failure	As and when required
	Electronic components failure	Run to Failure	As and when required
	Digital screen failure	Run to failure	As per failure
VOICE RECORDING SYSTEM			
Call recorder	Electronic components	Run to Failure	As and when required
	Cable faulty	Run to Failure	As and when required

9.6 Turnaround Time

Callout response time is 30 minutes and the maximum turnaround time for the breakdown repair work is 24 hours.

9.7 Data Pack

After failure, an investigation must be conducted. The following shall be submitted to the employer:

Failure analysis report with pictures

Detailed service report specifying the work done.

9.8 Quality

The contractor shall supply a quality assurance plan in accordance with the requirement of ISO 9001:2015 to the employer for approval. This plan must ensure an integrated quality service as part of the contract. All quality hold points, and witness point must be done in the presence of an Eskom employee. Quality documents to be handed to the employer.

Quality control plan shall be produced, maintained, and implemented per task as agreed by the employer. The QCP must be discussed with the employer for approval. This QCP shall comply with ISO 9001:2015 standards. Any amendments to the QCP shall be discussed with the employer for approval.

Maintenance and Services of Building Management Services at Matimba Power Station for a period of 4 Years.**9.9 Eskom Policies**

The contractor's employees shall comply with Eskom's policies and site regulations, including but not limited to the use of cell phone while driving, work/activities in restricted areas, adherence to Eskom's lifesaving rules, smoking policy, zero tolerance on alcohol usage, etc. these requirements will be discussed in details during induction training process.

9.10 Tools and Equipment

The contractor will be required to provide their own tools, consumables and equipment when providing the BMS Maintenance services.

9.11 SHEQ requirements

Provide safety requirements related to activities identified in the scope of work.

9.12 Site facilities to be provided by Employer.

1. Workshop.
2. Electricity.
3. Telephone services-Supplier to pay for all private telephone calls.
4. Secure parking for vehicles.
5. Access to Eskom IT systems and networks.
6. All plant and materials excluding consumable.

9.13 Permanent core crew**1) Technician (X1)**

-Minimum of N6 IT/Computer Engineering/Computer Science with a minimum of 5 years' experience on BMS as Technician.

2) Technician (X1)

- Minimum of N6 Electrical Engineering (Light Current) plus security system training and certificates and with a minimum of 5 years' experience on BMS as Technician.

3) Semi-skilled (X1)

- Minimum of N3/Matric in Electrical Engineering (Light Current) plus security system training and certificates and with a minimum of 1 year experience on BMS System.

10 Record(s)

Users should keep records of signed minutes, attendance registered, and all communications must be recorded in an email and kept in a file. All records and archives are to be recorded using Eskom Systems. Expected records to be captured reported and archived are daily logs of plant inspections and defects, weekly and monthly records of each contractor and any other report that might be deemed necessary by Matimba Power station. All records should be submitted manually and electronically to the relevant Contract supervisor or Contract manager.

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