



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 Electrical, Airconditioning,
Generator and UPS Maintenance Contract for
Gauteng Cluster, as and when required basis for a
period of 5 years**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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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 Electrical, Airconditioning, Generator and UPS Maintenance Contract for Gauteng Cluster, as and when required basis for a period of 5 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	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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature

Name

Capacity

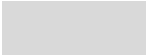
On behalf
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &
signature
of witness

Date

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
		X13: Performance Bond
		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
10.1	The <i>Service Manager</i> is (name):	TBA
	Address	TBA
	Tel	TBA
	Fax	TBA
	e-mail	TBA
11.2(2)	The Affected Property is	Eskom 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 Electrical, Airconditioning, Generator and UPS Maintenance Contract for Gauteng Cluster, as and when required basis for a period of 5 years
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One (1) week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One (1) week of the 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	between the 25th of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	For contracts valued below R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying Suppliers within 30 days of submission of a tax compliant invoice with a GR number to Eskom Financial Shared Services. For contracts valued above R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying suppliers within 60 days of submission of a tax compliant invoice with a GR number to Eskom Financial Shared Services.
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	Three (3) working days upon receipt of a Task Order.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Midrand South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee 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 The proportions used to calculate the Price Adjustment Factor are: Labour Table	One month before Tender closing date.		
		proportion	linked to index for	Index prepared by
		0.85	Table C3	SEIFSA
		0.15	non-adjustable	
	1.00			
	Transport Table	Proportion	Linked to index for	Index prepared by
		0.85	Table L2(A)	SEIFSA
		0.15	Non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Refer to Annexure A		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event		
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	Two (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	The replacement cost where not covered by the <i>Employer's</i> insurance.

<i>Employer's property</i>	The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document

General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any 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 *Employer's* 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*

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	C2.2 the price list
11.2(19)	The tendered total of the Prices is	Rate based

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>	3

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 where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
A	DIESEL GENERATORS				
	Servicing				
1.1	Quarterly Service and Inspection				
1.1.1	100kVA Generator	Per service	1.0		
1.1.2	150kVA Generator	Per service	1.0		
1.1.3	500kVA Generator	Per service	1.0		
1.1.4	800kVA Generator	Per service	1.0		
1.1.5	1000kVA Generator	Per service	1.0		
1.2	Annual Service				
1.2.1	100kVA Generator	Per service	1.0		
1.2.2	150kVA Generator	Per service	1.0		
1.2.3	500kVA Generator	Per service	1.0		
1.2.4	800kVA Generator	Per service	1.0		
1.2.5	1000kVA Generator	Per service	1.0		
1.3	UPS Service				
1.3.1	80kVA Inspection and Service	Per service	1.0		
1.3.2	80kVA Annual Service	Per service	1.0		
B	HOURLY RATES (ELECTRICAL AND MECHANICAL)				
2.1	Work to be done from Monday – Friday between 7:30am and 4pm				
2.1.1	Senior Engineer	Hr	1.0		

2.1.2	Technician (ECSA Registered)	Hr	1.0		
2.1.3	Electrician (LV/LC)	Hr	1.0		
2.1.4	Electrician (HV)	Hr	1.0		
2.1.5	Diesel Mechanic	Hr	1.0		
2.1.6	Refrigeration Mechanic	Hr	1.0		
2.1.7	Supervisor	Hr	1.0		
2.1.8	SHE Officer	Hr	1.0		
2.1.9	Artisan	Hr	1.0		
2.1.10	Artisan Assistant	Hr	1.0		
2.2	Work to be done after normal working hours Weekdays and Saturdays (@ normal rate x 1.5):				
2.2.1	Senior Engineer	Hr	1.0		
2.2.2	Technician (ECSA Registered)	Hr	1.0		
2.2.3	Electrician (LV/LC)	Hr	1.0		
2.2.4	Electrician (HV)	Hr	1.0		
2.2.5	Diesel Mechanic	Hr	1.0		
2.2.6	Refrigeration Mechanic	Hr	1.0		
2.2.7	Supervisor	Hr	1.0		
2.2.8	SHE Officer	Hr	1.0		
2.2.9	Artisan	Hr	1.0		
2.2.10	Artisan Assistant	Hr	1.0		
2.3	Work to be done on Sundays and public holidays: (@ normal rate x 2)				
2.3.1	Senior Engineer	Hr	1.0		
2.3.2	Technician (ECSA Registered)	Hr	1.0		
2.3.3	Electrician (LV/LC)	Hr	1.0		
2.3.4	Electrician (HV)	Hr	1.0		
2.3.5	Diesel Mechanic	Hr	1.0		
2.3.6	Refrigeration Mechanic	Hr	1.0		

2.3.7	Supervisor	Hr	1.0		
2.3.8	SHE Officer	Hr	1.0		
2.3.9	Artisan	Hr	1.0		
2.3.10	Artisan Assistant	Hr	1.0		
C	PRELIMINARIES AND GENERAL				
3.1	Preliminary and General Once-off (include Safety File)	Item	1.0		
D	TRANSPORT AND OTHER CONSUMABLES				
4.1	Transport/travelling cost	km	1.0		
4.2	Fill up diesel to generator	Cost + fee	%		
4.3	Fill up oil to generator	Cost + fee	%		
E	MATERIAL				
	<i>All and any other material used that is not allowed for in the BOQ shall be re-imbursed at cost plus material fee (Percentage Mark-up). Actual invoices shall be submitted to Eskom Gauteng Cluster Properties Official</i>				
5.1	Percentage Mark-up for Material Purchased	%			
	Notes to tenderers:				
	Tenderer to specify what they price under P&G's				
	Tenderers to populate on grey shaded area				
	Tenderers to indicate fee percentage for cost + fee items				
	Tenderers to indicate cost plus fee percentage for cost + fee items				

PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's</i> Service Information	
Annexure A	Low Service Damages	1
	Total number of pages	21

C3.1: EMPLOYER'S SERVICE INFORMATION

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Description of the service

Executive overview

The Distribution Gauteng Cluster Properties has installed Electrical and Airconditioning equipment that need to be repaired, maintained/ service to ensure their full operation and compliance to Safety requirement and Standards.

The Scope of Work (SoW) defines the requirements for the provision of Electrical and Airconditioning Maintenance Service within Distribution Gauteng Cluster Properties, as and when required basis, for five-year duration.

Employer's requirements for the service

The Scope of Work

- The Electrical and Airconditioning maintenance service of all Eskom properties/ buildings of Distribution Gauteng Cluster, as and when required basis.
- Conduct electrical assessment of the Eskom property/building and develop "as is/ built" electrical wiring drawing and compliance certification, as and when required basis.
- Execution of planned, unplanned and emergency maintenance to electrical equipment/ systems
- Provision of Service, Maintenance and Inspection Records for plant and equipment, as and when required
- Execution of all legislated statutory maintenance on an as and when required basis
- Execution must be conducted in compliance to electrical engineering standards and Health and Safety Regulations requirement.
- The maintenance service must be conducted in accordance with original equipment manufacturer requirement of the system.

4.1. The Electrical Requirements

Scope includes the following but limited to:

- The maintenance service must be conducted in accordance with original equipment manufacturer requirement of the system.
- Replace defective light bulbs, fluorescent tubes and other lamps.
- Maintain light fittings and diffusers in clean condition, free of dust and any other sort of dirt.
- Replace light fitting shades and diffusers.
- Maintain, Repair, and Replace defective light fittings, plug points, lights switch, other outlets, three phase socket outlets and wiring.
- Replace, Install and repair defective socket outlets and other power outlets like power skirting, power docks, power distribution units, etc.
- Maintain electrical wiring in good working condition according to OHS Act, 1993 (Act No 85 of 1993), Electrical Installation Regulations, SANS10142
- Maintain, Repair and Replace defective parts of switchgear and distribution boards and associated equipment
- As and when required, carry out preventative maintenance at Employer Supervisor's request and instruction by:
 - a) Perform Earth Leakage Tests by checking correct polarity, correct tripping earth fault current, operation of test button and maintain and or replace faulty earth leakage units as and when required on a quarterly basis.
 - b) Maintaining good and healthy earth connection and bonding to all installations in the building by physically testing continuity and checking for and repairing loose connections.
 - c) Cleaning by means of vacuum cleaner all Distribution Boards including all switchgear in the Board
 - d) Checking for loose connections and tightening all connections in all the Distribution Board

- e) Performing inspection for excessive heat in Distribution Boards by means of Infra-red or Thermographic camera and repairing where necessary as may be requested by Facilities Department
 - f) Manually test circuit breakers for proper operation and to check and update the legend in each distribution board.
- Provide record of all the inspections carried out as per request and instruction by Facilities Department. Attend to and maintain High Mast Lights upon failure and malfunctions as and when required.
 - Attend to and maintain Outside Lighting upon failures and malfunctions as and when required.
 - Maintain Distribution boards and Supply Cables from mini substations to buildings.
 - Do new installations of lights, socket outlets, water heaters, and replacement of water heater (Geysers, Hydro-boils, Boilers, etc) elements.
 - Provision certificate of compliance (COC) as and when required as per OHS Act, 1993 (Act No 85 of 1993), Electrical Installation Rules
 - Installation of conduits, wires, wire ways, pull boxes, switchboards, and switches as needed to improve or modify electrical installations
 - Install, maintain, and replace electric watt-hour meters.
 - Performs underground electric cable identification
 - Participate in Energy Efficiency Initiatives
 - Provide advice with regards Energy Efficiency solutions.
 - Provision of Electrical Material
 - Perform Scheduled Planned Maintenance as per plan provided by the Employer.
 - Do regular inspections of all electrical installations including emergency lights, normal lighting, socket outlets and effect repairs where necessary on request.
 - Repairs and maintenance of portable household kitchen stoves by replacing stove plates, switches, elements and rewiring of stoves and stove supply circuits.
 - Develop a database of all the respective lights and luminaires used throughout our sites.
 - Dispose globes and luminaires as and when required and issue a certificate of disposal, as per the Employer's procedure.
 - Issue a certificate of compliance and test report, by a registered person for an electrical installation in accordance with SANS 10142-1 for the respective earth leakage and sockets outlets.

4.2. The Airconditioning Requirements

AIR-CONDITIONING VRV'S

EXTERNAL UNITS

Equipment Service for external units as and when required.

Check operation of each unit

- Wash down coils on all exterior condensing units
- Fill out report and hand copies to the Employer's Representative.
- Visually inspect units for any defects and/or damage.
- Inspect all wiring and check all electrical connections.
- Check all refrigerant pressures and record readings.
- Check compressor to ensure that it is suspended freely, that all bushes are in good condition that the compressor is operating correctly and that it does not overheat in normal operating conditions of the insulation.

INTERNAL UNITS

Equipment Service of internal Units as and when required:

- Check condensate drains and clear if necessary to prevent internal water leaks.
- Clean equipment generally and observe its operation in all its functions.
- Check amperage readings on cooling, heating and fan only operation and compare to name plate ratings and check condition of insulation.
- Check air filters and clean where necessary. Should the filter be damaged or torn it will be necessary to provide a new filter at the client's cost.
- Check condition of evaporator coil and clean. Straighten fins with a fin comb where necessary.

- Check condensate drip trays and treat for corrosion if necessary. Ensure unobstructed gravity flow.
- Check condensate drains and clear if necessary to prevent internal water leaks
- Check fans to ensure that they are secured to fan shafts, not out of alignment and are free of corrosion, chips, dents, etc.
- Check fan motor(s) to ensure that it (they) is (are) running freely and true and that the bearings show no sign of wear. Oil where applicable. Ensure that the baffle plates are secured between in and outlet air.
- Check thermostats, switches and contactors and the wiring thereof to ensure that all electrical connections are secure and clean.
- Check refrigerant system for leaks and repair where necessary.
- Ensure that all copper tubing is clear of other components
- Clean equipment generally and observe its operation in all its functions.
- Check amperage readings on cooling, heating and fan only operation and compare to name plate readings.
- Clean outside of unit, particularly return air grill and discharge vanes.
- Rust proof where necessary.
- Check and tighten where necessary all refrigerant pipe fittings.
- Check head and suction pressures to ensure that these are in accordance with specifications. If not adjust gas volume to required head.
- Where conditions change due to excavations, construction, dusty areas or any kind of extraordinary exercises, the cycle of service may be adjusted to maintain healthy performance co-efficient
- Check operation of BS selector box

AIR-CONDITIONING: PACKAGE UNITS

EXTERNAL UNITS:

Equipment Service for server rooms as and when required.

- Service of external units as per manufacturers specifications.
- Visually inspect all units for defects and/or damage.
- Inspect all wiring and check all electrical connections.
- Check all filters and clean as required or replace.
- Check all refrigerant pressures and record readings
- Check operation of each unit
- Fill out report and hand copy to the Employer's Representative
- Check condition of condenser coil and clean. Straighten fins with a fin comb where necessary.

DIFFUSERS:

Service as per manufacturer's specifications

- Fill out report and hand copy to the Employer's Representative
- Check condition of condenser coil and clean. Straighten fins with a fin comb where necessary.
- Inspect and Test All Diffuser Equipment to be in a good condition and to be Functioning Correctly
- Static controls to be calibrated
- Floor pneumatic thermostats to be calibrated

PLANT WATER TANKS:

Bi-annual Service chilled water tanks

- Visual Inspection of Tanks and Piping
- Check Condition of Insulation
- Check for leaks
- Operate valves
- Check pressures are within limits

FEED AND EXPANSION TANK:

Bi-annual Service

- Check Level in Tank
- Check Float Valve Operation
- Check for Excessive Overflow/Rectify if Necessary
- Clean Out Tank
- Check and Report on Condition of Tank

COOLING TOWERS:

Bi-annual Service

- Clean General Operation
- Water Treatment
- Drain Tower, Clean out Sump, clean strainer and Refill
- Check Operation of Ball Valve and Water Level (Float Approx. 13 mm Below Overflow)
- Check Out Sump Strainer
- Check Water does not overflow on Shut-down
- Clean Spray Nozzles
- Check Bleed Valve is Clean (Setting to be adjusted by Water Treatment Contractor in Chiller Plant Room)
- Check Fan Bearings for unusual noise, vibration and temperature.
- Check Fan Belts/Realign Drives (If Adjustment is Required)
- Grease Fan and Motor Bearing
- Clean Eliminators
- Clean Mountings
- Check Impeller Fan Blades
- Check Water Entering and Exiting Conditions in Cooling Tower and Record
- Lubricate Motor Base Slides and Adjusting Screws
- Check that Air Intake Screens are Clean and Secure
- Inspect Protective Finish and Report Condition
- Check for Unnecessary Water Carry Over
- Check Sand Filter Installation. Clean Out Filter

PLANT DISTRIBUTION BOARDS AND CONTROL EQUIPMENT

Bi-annual Service

- The Contractor shall be responsible for the cleaning, service, maintenance and repairs to all Air-conditioning related Plant Electrical Distribution Boards and Control Equipment.
- The distribution boards will include the following:
 - a) The Main Air-conditioning Distribution Board in the Main LT Switch Room in the basement,
 - b) All distribution boards within the site

FANS

RETURN AIR FANS

Bi-annual Service

- Check Fan in Operation
- Check Fan and Motor Bearings
- Lubricate Fan Bearings
- Check Condition of Fan Belts. Realign Drives if Adjustment is required. Check Condition of Pulleys
- Check Base Mounting Springs
- Inspect Flexible Duct Collar
- Ensure Coupling Guard is Secure
- Check Motor and Terminal Connections
- Check for Excessive Vibration

EXHAUST FANS & TOILET EXTRACTION FANS

Bi-annual Service

- Check Fan in Operation
- Check Motor Bearings
- Clean Air Screen
- Check Motor and Terminal Connections
- Check for Excessive Vibration
- Clean these fans as they normally get very dirty

SUPPLY AIR FANS

Bi-annual Service

- Check Fan in Operation

- Check Motor Bearings
- Clean Air Screen
- Clean Filters
- Check Motor and Terminal Connections
- Ensure Impeller Bolt is Secure

GAUGES & THEMOMETERS

Bi-annual service

- Check for accuracy
- Check for leaks.

GENERIC CHECKLIST EXAMPLE

Oil

- Check for oil leaks
- Check oil level / Top up / Replace oil

Cooling system

- Check all fan belts.
- Check for water leaks.
- Check / Top up coolant level.
- Check engine preheat.
- Check radiator and coolant / core

Air intake system

- Check air cleaner /clean.
- Check inlet / outlet obstruction

REFRIGERATION EQUIPMENT

Monthly Service

- Check Operation of Unit
- Clean Condenser Coil
- Checking System Gas Charge
- Leak Test Refrigerant System
- Check Compressor Oil Levels
- Check Operating Pressures. Record Discharge and Suction
- Check Safety Cut-Outs. Record Discharge, Suction & O/P/S
- Record Time Delay of Oil Pressure Safety Switch
- Check for Signs of Oil Leaks
- Check for Signs of Vibrations
- Clean Condenser Coils (Hose)

BLOWER COILS

Quarterly Service

- Check Operation of Unit
- Check for any Vibration in Fans
- Check for Restrictions at the Coil Inlets (Food Crates, etc.)
- Check Operation of Solenoid Valves
- Ensure Expansion Valve Bulb is Secure
- Clean Out Condensate Tray and Drain
- Record Room Temperature (5 off)
- (Freezer) Check Operation of Coil and Tray Heaters
- (Freezer) Check Operation of Drain Heater Tape
- (Freezer) Check Operation of Door Heater
- Check Thermostat Operation of Drain Heater Tape
- Check Thermostat Set Points (Located in Roof Space)

VENTILATION FANS:

2 x of Axial

- Quarterly Service
- Check Fan in Operation
- Check Motor Bearings
- Clean Air Intake Screen

Quarterly Service

- Record operating temperatures, pressures and amperages.
- Check the operation of all safety controls.
- Check the operation of the microprocessor
- Check the condenser and evaporator tubes for fouling. (Performance checks only, no visual inspection).
- Check oil and refrigerant charge.
- Check for refrigerant leaks.
- Check all gauges to function properly and correctly.
- Check the operation of loading/unloading system.
- Check control panel and starter parts for wear.
- Check all flanges and tighten where necessary.
- Tighten all starters and control terminations.
- Carry out insulation resistance test on motor windings and record readings.
- Report all detected system deficiencies in writing.
- Check and discuss the operating log with the Employer's Representative.



Scope Of Work FMS
Electrical-Aircon Main

The embedded document contains the Employer's specification.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ERE	Eskom Real Estate
Dx	Eskom Distribution
URS	User Requirements Specification

Management strategy and start up.

The *Contractor's* plan for the service

The contractor is to provide a plan and programme of the works that is in line with the Task Order issued and within the Eskom safety, environmental and all legislative requirements. The plan is to indicate all resources and equipment required linked to specific activities.

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As required	Ms Teams	<i>Employer, Contractor</i> and key staff member
Overall contract progress and feedback	As required	Ms Teams	<i>Employer, Contractor</i> and key staff member

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.

Contractor's management, supervision and key people

The Contractor needs to provide an organogramme showing his people and their lines of authority / communication.

Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e-mail itself.

Invoicing and payment

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

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd 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;

Procedures for invoice submission and payment (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 a attach 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)	

Contract change management

The NEC3 TSC mechanism will be applied for change management of the Contract.

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

Records shall be kept in project file in a chronologically order and provided to the Service Manager electronically when needed.

Insurance provided by the *Employer*

As stated in the General ACAR Confirmation Insurance.



1. Eskom Group
 Confirmation of Insur:

Training workshops and technology transfer

Not applicable

Design and supply of Equipment

The Supplier will supply all components within the equipment to match existing specification of all components within existing equipment to be repaired.

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

Equipment

Tests and inspection certificates.

Information and other things

Tests and inspection certificates.

Management of work done by Task Order

The Contractor will supply the service on an "as and when required basis", as per scope by the Employer. A task order will be issued to the Contractor to execute the service.

The response time will be three (3) days when the task order has been issued to the Contractor.

Health and safety, the environment and quality assurance

Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in below to this Service Information.



SHE Spec Provision of Electrical, Aircons, Form for Eskom SHE I



Acknowledgement



240-77471651 High



32-136 New Rev

2023.pdf

The embedded documents contain the Employer's specification.

Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Eskom's SHEQ Policy 32-727 and requirements stated in the below document, Unique Identifier: 240-DX-GP-003T



Environmental
specifications for Elec

The embedded documents contain the Employer's specification.

Quality assurance requirements

The Contractor shall comply with the Supplier Quality Management Specification, 240-105658000 Rev 3 and Quality Requirements for ISO 9001 Standard

The Contractor shall also comply to the Supplier Quality Management

Procurement

People

Minimum requirements of people employed

Not applicable

BBBEE and preferencing scheme

BBBEE requirements: All tenderers must at a minimum maintain their BBBEE status throughout the contract period.

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. The Employer reserve the right to terminate the contract if the Contractor status change to

Supplier Development and Localisation and Industrialisation (SDL&I)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Supplier Development and Localisation and Industrialisation (SDL&I) in accordance with and as provided for in the *Contractor's* SDL&I Compliance Schedule stated below:

BBBEE requirements: All tenderers must at a minimum maintain their BBBEE status throughout the contract period.

Jobs. Contractors are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created Skilled	Number of Jobs to be created Unskilled

Type of Jobs to be Semi-Skilled	Number of Jobs to be retained

Local recruitment requirements:

Type of jobs	Target set (local-to-site)	Suppliers Proposal
General workers	100%	
Semi-skilled	70%	
Skilled	10%	

Subcontracting

Subcontracting as condition of award –

Subcontracting on contracts above R30 million and is a condition for contract award.
 Tenderers shall subcontract a minimum of 15% of the contract value to the following designated groups:

- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.

NOTE 1: Tenderers shall submit the following mandatory returnable for Subcontracting:

- Subcontracting agreement signed by both with subcontractors' company registration documents (CK and B-BBEE certificate or sworn affidavit) or
- Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the sub-contractors, stating the intent to sub-contract. The Tenderer should sign both documents and the Sub-contractor(s) earmarked.

The tenderer will propose the potential scope to be subcontracted and/or outsourced:

- X.....
- X.....

Skills development

Tenderers are required to submit proposals for skills development in the advancement of Artisan / Apprenticeship programme in related fields.

Eskom reserves the right to negotiate with the tenderer on Eskom's requirements. The outcome of the negotiations will be a contractual obligation. If negotiations are not required, the tenderer's SDL&I undertaking will become a contractual condition.

Skills development is designed to benefit the currently unemployed graduates from school; further education and training campuses; and universities. Task orders will vary and it is therefore deemed that each supplier will be required to train a minimum of One (1) skill per R2 000 000(accumulated value invoiced) during the term of the contract.

The composition of these candidates must be representative of the population demographics of South Africa. Note that these targets for skills development candidates categorically exclude Eskom employees. This is to address core, scarce and critical skills and the MerSETA scarce and critical skills. These skills may also be included on the 2018 list of occupations in high demand as stipulated in the Government Gazette 41728. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa.

Category	Eskom Target	Tenderer proposal
Artisan / Apprenticeship program	1	
Safety Office	1	

Note: Suppliers will be required to develop at least one skill for every R2m spent with them.

The process of developing these skills shall involve the participation by tenderers directly and also through their supply network. In certain cases, the SETAs accredited training providers can be approached to participate in developing critical and scarce skills.

Note that these targets for skills development candidates categorically exclude Eskom employees and registered learners. Tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives.

Reporting and Monitoring:

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

The suppliers shall on a monthly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.

Eskom shall review the SDL&I reports submitted by the suppliers within 15 (Fifteen) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.

Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 5 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

SDL&I Penalty

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

As security for the fulfilment of all SDL&I obligations, Eskom will apply a penalty of 2.5% of every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter; or failure to meet the SDL&I obligations in a contract.

The *Contractor's* failure to comply with his SDL&I obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

Subcontracting

Preferred subcontractors

Not applicable

Subcontract documentation, and assessment of subcontract tenders

Not applicable

Limitations on subcontracting

Not applicable

Attendance on subcontractors

Not applicable

Plant and Materials

Specifications

All tests, inspection regarding electrical, air-conditioning, generator and UPS maintenance is to be carried out to current and existing Specifications.

Correction of defects

The Contractor will communicate timeously to the Employer of any defects detected during inspection, testing and/or repairing. This finding must be documented and records kept.

All equipment to be replaced if it does not fit the standard specification.

Contractor's procurement of Plant and Materials

Refer to the Employer's service information.

Tests and inspections before delivery

Refer to the Employer's service information

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

There is no free issue material & equipment.

Cataloguing requirements by the *Contractor*

Not applicable

Working on the Affected Property

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

Ensure necessary written permits are obtained from the Site Supervisor or Safety Representative and signed by all working in yard.

People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some Sites. It is very important that the Contractor keeps records of his people on Site, including those of his Subcontractors which the Service Manager or Supervisor have access to at any time. These records may be needed when assessing compensation events.

Health and safety facilities on the Affected Property

Section 3 titled "The Health and safety, the environment and quality assurance" under the Employer's Service Information deals with contractual H & S requirements.

Environmental controls, fauna & flora

Section 3 as referred above deals with general environmental requirements.

Cooperating with and obtaining acceptance of Others

The Service Manager will be responsible with Cooperating with and obtaining acceptance of Others

Records of *Contractor's* Equipment

The contractor shall keep all records of Equipment on Site including whether it is hired or owned.

Equipment provided by the *Employer*

No equipment to be provided by the Employer.

Site services and facilities

Provided by the Employer

The Employer will provide water, electricity, and ablutions to the Contractor.

Provided by the Contractor

The contractor shall provide facilities required for to execute the work.

Control of noise, dust, water and waste

Not applicable

Hook ups to existing works

Not applicable

Tests and inspections

Description of tests and inspections

Refer to description of Employer's requirements for the service

Materials facilities and samples for tests and inspections

Refer to description of Employer's requirements for the service

List of drawings

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

ANNEXURE A (LOW SERVICE DAMAGES)

LOW SERVICE DAMAGE TABLE FOR MAINTENANCE SERVICE OF ELECTRICAL, AIR-CONDITIONING, AND DIESEL SUPPLY UPS, GENERATOR WITHIN DISTRIBUTION GAUTENG CLUSTER PROPERTIES			
Item No	Item	Description of Non-compliance to Employer`s Requirement	Damages Payable by Contractor
X17.1.1	Service provider is obliged to notify Service Manager, in writing, of any delays on any of the requests.	Unavailability of Service Provider to perform Maintenance Service of Electrical, Air-Conditioning, And Diesel Supply Ups, Generator beyond 24 hours without notification and submission of a revised program is considered non-compliance.	5% of monthly assessment to be deducted.
X17.1.2	Execution of work done on task order.	Failure of the Service Provider to execute works within the time period specified in the task order without giving any notice to the Service Manager in writing is viewed as non-compliance.	5% of monthly assessment to be deducted.
X17.1.3	Correction of defective work for Repairs.	When the Service Provider is performing Repairs as per the task order, should the work be defective within two(2) weeks of repairing, this is considered non-compliance.	Service Provider to pay for full extent of correction of defective work for repairs.
X17.1.4	Reporting of SHEQ incidents	Failure to report SHEQ incidents immediately and submit flash report within 24hrs as per the Eskom reporting procedure is viewed as non-compliance.	10 % of monthly assessment to be deducted from payment