



NEC3 Term Service Contract (TSC3)

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

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

for **Service , Repair and Maintanance of Fire Equipment**
At Arnot Power Station For The Period of 36 Months

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

C1.1 Form of Offer and Acceptance

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

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

C1.1 Form of Offer & Acceptance

Offer

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

Title of the Contract

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 or C	The offered total of the Prices exclusive of VAT is	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*

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

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*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

- 1 Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
- 2 Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10 1	The <i>Employer</i> is (name)	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No	[•]
	Fax No	[•]
10 1	The <i>Service Manager</i> is (name)	[•]

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11 2(2)	The Affected Property is	Arnot Power Station
11 2(13)	The <i>service</i> is	Service ,Repair and Maintain Fire Equipment
11 2(14)	The following matters will be included in the Risk Register	
11 2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12 2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13 1	The <i>language of this contract</i> is	English
13 3	The <i>period for reply</i> is	2 weeks
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	2 weeks of the Contract Date
3	Time	
30 1	The <i>starting date</i> is	TBC
30 1	The <i>service period</i> is	[36 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50 1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51 1	The <i>currency of this contract</i> is the	South African Rand
51 2	The period within which payments are made is	14 weeks.
51 4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for

		amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80 1	These are additional <i>Employer's</i> risks	1. [•] 2. [•] 3. [•]
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20 5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
11	Data for Option W1	
W1 1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]

	Tel No	[•]																								
	Fax No	[•]																								
	e-mail	[•]																								
W1 2(3)	The <i>Adjudicator nominating body</i> is	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.																								
W1 4(2)	The <i>tribunal</i> is	arbitration																								
W1 4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.																								
	The place where arbitration is to be held is	[•] South Africa																								
	The person or organisation who will choose an arbitrator																									
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee																								
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.																								
12	Data for secondary Option clauses																									
X1	Price adjustment for inflation																									
X1 1	The <i>base date</i> for indices is	[•].																								
	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>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td colspan="2">non-adjustable</td></tr> <tr> <td>1.00</td><td colspan="2"></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
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X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																								
X13 1	The amount of the performance bond is	R [•]																								
X17	Low service damages																									
X17 1	The <i>service level table</i> is in	[•]																								
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	<p>The greater of</p> <ul style="list-style-type: none"> • 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	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18 5	The <i>end of liability date</i> is	[•] 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 [•] days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)
X20 1	The <i>incentive schedule</i> for Key Performance Indicators is in Annexure [•] to this Contract Data
X20 2	A report of performance against each Key Performance Indicator is provided at intervals of [•] months
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 means where two or more parties co-operate to achieve an unlawful or illegal

Action	purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action

- 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 <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance
	The <i>Employer's</i> policy deductible as at Contract

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

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 44 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 44 of 1999, or any replacement section dealing with the same subject matter
- Z13 5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned

Z14 Asbestos

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

- AAIA** means approved asbestos inspection authority
- ACM** means asbestos containing materials
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles
- OEL** means occupational exposure limit

Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles
Standard	means the <i>Employer's</i> Asbestos Standard 32-303 Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles
SANAS	means the South African National Accreditation System
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA

- Z14 1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations") The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM
- Z14 2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14 1 Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan
- Z14 3 The *Employer* manages asbestos and ACM according to the Standard
- Z14 4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe
- Z14 5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable
- Z14 6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001
- Z14 7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10 1	The <i>Contractor</i> is (Name) Address Tel No Fax No	
11 2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11 2(14)	The following matters will be included in the Risk Register	
11 2(15)	The Service Information for the <i>Contractor's</i> plan is in	
21 1	The plan identified in the Contract Data is contained in	
24 1	The key people are	
	1 Name Job Responsibilities Qualifications Experience	
	2 Name Job Responsibilities Qualifications	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Experience

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

A Priced contract with price list		
11 2(12)	The <i>price list</i> is in	
11 2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA

TSC3 Option E

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

Clause 11 in the core and Option E clauses of the NEC3 Term Service Contract (TSC3) state

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
		(18) The Price for Services Provided to Date is the Defined Cost which the <i>Contractor</i> has paid plus the Fee
		(24) The Prices are the amounts stated in the Price column of the Price List. If no Price List is included, the Prices are the Defined Cost plus the Fee

Payments are made at Defined Cost plus Fee (See core clauses 11 2(5), 11 2(6) and 11 2(8)). As this Option is used when the definition of work is likely to be inadequate for pricing purposes, it may not be practical to establish a Price List.

2. Function of the Price List

In this Option the Price List (if any) is used only as a means of forecasting the final outcome.

3. Preparing the *price list* (if any)

It will be assumed that the tendering contractor has read Pages 14 and 15 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary.

3.1. Format of the *price list*

Entries in the first four columns in the *price list* in section C2 2 are made either by the *Employer* or the tendering contractor. For Option E the Price List is used only for forecasting Defined Cost.

If the *price list* includes 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 *price list* includes 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 *price list* includes 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 no:	Description	Contract Term	Quantity	Rate	Frequency
1	PERIODIC INSPECTION OF ALL FIRE EQUIPMENT AS PRESCRIBED BY THE PERFORMANCE MANAGEMENT SCHEDULES, AS WELL AS PROPER DOCUMENTATION OF INSPECTION FINDINGS	36			
2	SERVICE AND MAINTAIN 1,5KG & 9KG SPDP EXTINGUISHER	36			
3	SERVICE AND MAINTAIN 2KG & 5KG CO2 EXTINGUISHERS	36			
4	PRESSURE TEST 1,5 & 9KG DCP EXTINGUISHERS	36			
5	PRESSURE TEST 2 – 5KG CO2 EXTINGUISHERS	36			
6	RECHARGE SPDP 90% MAP PER KG	36			
7	RECHARGE CO2 PER KG	36			
8	RECHARGE DCP 4,5KG & 1,5KG & 2,5KG & 9KG	36			
9	RECHARGE CO2 - 2KG & 5KG	36			
10	RECHARGE DCP 50KG	36			
11	SERVICE AND MAINTAIN DCP 50KG	36			
12	RECONDITIONING OF ALL DCP EXTINGUISHERS 50KG	36			
13	RECONDITIONING OF ALL DCP EXTINGUISHERS 1,5KG, 2,5KG & 9KG	36			
14	RECONDTIONING OF ALL CO2 EXTINGUISHERS 2KG & 5KG	36			
15	TESTING AND RECONDITIONING OF ALL INLINE INDUCTORS	36			
16	TEST AND SERVICE OF FIRE HOSE REELS	36			
	REPLACEMENT OF FIRE HOSE REEL	36			
12	PRESSURE AND VACUUM TEST OF SUCTION HOSES 75MM TO 100MM	36			
13	PRESSURE TEST 300 BAR BA	36			

	CYLINDERS				
14	REFILL 300 BAR BA CYLINDERS	36			
15	PRESSURE TEST OF BA SET MASKS	36			
16	SUPPLY OF NEW CARBON COMPOSITE BA SET (DRAGER)	36			
17	REPLACEMENT OF BA SET MASK (DRAGER)	36			
18	DERUSTING/CHEMICAL TREATMENT OF BA CYLINDERS	36			
19	TEST AND SERVICE OF HYDRANTS	36			
20	SERVICE OF PORTABLE PUMP (SKID UNITS AND PRESSURE PUMP)	36			
21	DERUSTING/CHEMICAL TREATMENT OF BA CYLINDERS	36			
22	SUPPLY OF NEW SKID UNIT 400-600L	36			
23	SERVICE OF PORTABLE PUMP	36			
24	SERVICE OF HYDRAULIC RESCUE SET	36			
25	INSPECTION AND SERVICE OF VETTERBAGS	36			
24	SERVICE OF HYDRAULIC RESCUE SET (HOLMATRO) AND CERTIFICATION	36			
25	SUPPLY NOZZLES WARRIOR PISTOL GRIP 115-550LPM (SSS TEETH)	36			
26	SUPPLY PITOT TUBE FOR STATIC AND FLOW TEST FOR FIRE HYDRANT	36			
27	SUPPLY DRIP TORCH FIRE STARTER 5L TANK	36			
28	CALIBRATION OF PITOT TUBE	36			
29	SUPPLY FIRE HYDRANT RUBBER SEALS	36			
		36			
30	VACUUM PRESSURE AND DELIVERY TEST OF VEHICLE PUMP	36			
31	SERVICE OF FIRE TRUCK	36			
32	SERVICE OF SMALL GEAR,	36			
33	- CARB CUTTER	36			
34	- PORTABLE GENERATOR	36			
35	- PPV FAN	36			
36	- CHAIN SAW	36			

37	SCBA COMPRESSOR SERVICE	36			
38	LADDER TEST	36			
39	ON BOARD TRUCK FIRE PUMP	36			
40	SUPPLY OF FIRE HOSE REELS BOXES/SOCK	36			
	OEM SPARES SPDP EXTINGUISHERS WHEN REQUIRED				
41	A VALVE ASSEMBLY COMPLETE	36			
42	B PRESSURE GAUGE	36			
43	C SYPHON TUBE	36			
44	D DISCHARGE HOSE	36			
45	E VALVE SEAT	36			
46	F SEAL RING	36			
47	G INSTRUCTION LABEL	36			
48	H MONTHLY INSPECTION STICKER	36			
49	I SUPPLY OF NEW FIRE EXTINGUISHER DCP 9KG	36			
50	J SUPPLY OF NEW DCP 4 5KG FIRE EXTINGUISHER	36			
51	SUPPLY OF NEW DCP 1,5KG FIRE EXTINGUISHER	36			
52	SUPPLY OF NEW CO2 5KG FIRE EXTINGUISHER	36			
53	SUPPLY OF NEW 2KG CO2 FIRE EXTINGUISHER	36			
54	SUPPLY OF NEW 2,5KG DCP FIRE EXTINGUISHER	36			
	OEM SPARES CO2 EXTINGUISHERS				
55	A VALVE ASSEMBLY COMPLETE	36			
56	B SAFETY DISC	36			
57	C SYPHON TUBE	36			
58	D DISCHARGE HORN	36			
59	E DISCHARGE HOSE	36			
60	F INSTRUCTION LABEL	36			
61	G MONTHLY INSPECTION LABEL	36			

	OEM SPARES FIRE HOSE REELS				
62	A. STOP VALVE	36			
63	B. 30M PVC HOSE	36			
64	C GLAND PACKING	36			
65	D NOZZLE	36			
66	E CLAMPS	36			
67	F INSTRUCTION LABEL	36			
68	G. MONTHLY INSPECTION STICKER	36			
	OEM SPARES DELIVERY HOSES				
69	A MALE COUPLING	36			
70	B FEMALE COUPLING	36			
71	C BINDING	36			
72	D SEAL	36			
73	E REPLACEMENT LUG	36			
74	F REPLACEMENT HOSE 45 MM	36			
75	G REPLACEMENT HOSE 65MM	36			
76	H REPLACEMENT HOSE 38MM	36			
77	I NOZZELS (BRANCH PIPES)	36			
	OEM SPARES SUCTION HOSES				
78	A SEAL	36			
79	B COUPLING	36			
80	C BINDING	36			
81	D REPLACEMENT HOSE	36			
	OEM SPARES BA CYLINDERS	36			
82	A VALVE ASSEMBLY COMPLETE	36			
83	B SEALS	36			
84	C REPLACEMENT OF SCRAPPED BA CYLINDER	36			
	OEM SPARES INLINE INDUCTORS				

85	A	SYPHONE TUBE	36			
86	B	INDUCTION VALVE ASSEMBLY	36			
87	C	MALE COUPLING	36			
88	D	FEMALE COUPLING	36			
89	E	SEPARATE LUG FOR INSTANTANEOUS COUPLING	36			
90	F	SEAL FOR 65MM INSTANTANEOUS COUPLING	36			
91	G	SEAL FOR INDUCTION VALVE ASSEMBLY	36			
92	H	REPLACEMENT OF IRREPAIRABLE INDUCTOR 225	36			
93	I	REPLACEMENT OF IRREPAIRABLE INDUCTOR 450	36			
		OEM SPARES HYDRAULIC RESCUE SET				
94	A	SPREADER TIPS	36			
95	B	SPREADER ARMS	36			
96	C	CUTTER BLADES	36			
97	D	HYDRAULIC OIL	36			
98	E	CARBURETOR KIT	36			
99	F	PULL START MECHANISM	36			
100	G	INTERNAL PISTON	36			
101	H	OIL SEAL	36			
102	I	QUICK RELEASE COUPLING	36			
103	J.	HIGH PRESSURE PIPE	36			
104	K	SPARK PLUG	36			
		OEM SPARES PORTABLE PUMP				
105	A	GLAND PACKING	36			
106	B	GAUGES	36			
107	C	PRIMER OIL	36			
108	D	PRIMER	36			
109	E	PRIMER BELT	36			
110	F	SPARK PLUG	36			

111	G DISCHARGE VALVE	36			
	OEM PARES AIRBAGS				
112	A O RINGS	36			
113	B AIRBAG REPLACEMENT 16 TON	36			
114	C AIRBAG REPLACEMENT 32 TON	36			
115	D AIRBAG REPLACEMENT 64 TON	36			
116	E GAUGES	36			
117	F HIGH PRESSURE AIR PIPE WITH QUICKRELEASE COUPLING	36			
118	G SCREW IN CONNECTION TO CONNECT TO BA CYLINDER	36			
	FOAM SYSTEM				
119	INSPECT, CLEAN OR REPLACE FIRE FOAM NOZZLES AND POURERS	3			
120	CHECK AND TEST THE FOAM	3			
121	SUPPLY FOAM	3			
122	INSPECT AND SERVICE FOAM PUMPS AND TROLLEYS	3			
123	QUANTZOID ALL THE QUARTZOID BULBS	3			
124	SERVICE THE DIESEL PUMPS AND ELECTRIC PUMPS	3			
125	PERFORM PUMPS AND HYDRANTS PERFORMANCE TEST	3			
126	TEST MJC (Multi JET Control)	3			
127	Safety FILE & Medicals ,	3			
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PART 3: SCOPE OF WORK

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C3 2	<i>Contractor's Service Information</i>	00
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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Service and Maintenance of Fire Equipment/Extinguishers

1.2 Employer's requirements for the service

SERVICE AND MAINTENANCE OF FIRE EQUIPMENT/EXTINGUISHERS

DESCRIPTION	FREQUENCY
SERVICE AND MAINTAIN 1,5 -9KG DCP EXTINGUISHER	AS & WHEN REQUIRED
SERVICE AND MAINTAIN 2 – 5KG CO2 EXTINGUISHERS	AS & WHEN REQUIRED
PRESSURE TEST 1,5 – 9KG DCP EXTINGUISHERS	AS & WHEN REQUIRED
PRESSURE TEST 2 – 5KG CO2 EXTINGUISHERS	AS & WHEN REQUIRED
RECHARGE CO2 PER 5KG	AS & WHEN REQUIRED
RECONDITIONING OF ALL DCP EXTINGUISHERS 1,5 – 9KG	AS & WHEN REQUIRED
RECONDITONING OF ALL CO2 EXTINGUISHERS 2 – 5KG	AS & WHEN REQUIRED
TESTING AND RECONDITIONING OF ALL INLINE INDUCTORS	AS & WHEN REQUIRED
TEST AND SERVICE OF FIRE HOSE REELS	AS & WHEN REQUIRED
REPLACEMENT OF FIRE HOSE REELS	AS & WHEN REQUIRED
PRESSURE AND VACUUM TEST OF SUCTION RUBBER HOSES 75MM TO 100MM	AS & WHEN REQUIRED
HYDROSTATIC TEST 300 BAR BA CYLINDERS & CERTIFICATION	AS & WHEN REQUIRED
INTERNAL VISUAL INSPECTION & CERTIFICATION	AS & WHEN REQUIRED
REFILL 300 BAR BA CYLINDERS	AS & WHEN REQUIRED
SUPPLY OF BA CYLINDER CARBON COMPOSITE (DARGER)	AS & WHEN REQUIRED
PRESSURE TESTING OF SCBA FACE MUSK & REGULATOR	AS & WHEN REQUIRED
SUPPLY OF SCBA FACE MUSK, REGULATOR AND BACK PACK (DRAGER)	AS & WHEN REQUIRED
DERUSTING/CHEMICAL TREATMENT OF BA CYLINDERS	AS & WHEN REQUIRED
SERVICE OF PORTABLE PUMP	AS & WHEN REQUIRED
SERVICE OF HYDRAULIC RESCUE SET HOLMATRO & CERTIFICATION	AS & WHEN REQUIRED
INSPECTION AND SERVICE OF VETTERBAGS	AS & WHEN REQUIRED
VACUUM PRESSURE AND DELIVERY TEST OF VEHICLE PUMP & CERTIFICATION	AS & WHEN REQUIRED
ENGINE SERVICE OF FIRE TRUCK	AS & WHEN REQUIRED
SERVICE OF SMALL GEAR, - CARB CUTTER - PORTABLE GENERATOR - PPV FAN	AS & WHEN REQUIRED
SCBA COMPRESSOR SERVICE & CERTIFICATION	AS & WHEN REQUIRED
LADDER TEST & CERTIFICATION	AS & WHEN REQUIRED
ON BOARD TRUCK FIRE PUMP SERVICE & CERTIFICATION	AS & WHEN REQUIRED
SERVICE SKID UNITS	AS & WHEN REQUIRED
SUPPLY FIRE HOSE REELS BOXES/SOCK	AS & WHEN REQUIRED

SUPPLY OF DRIP TORCH FIRE STARTER 5L TANK	AS & WHEN REQUIRED
SUPPLY FIRE HYDRANT WHEEL/ VALVE	AS & WHEN REQUIRED
SUPPLY PITOT TUBE FOR STATIC AND FLOW TEST OF FIRE HYDRANT	AS & WHEN REQUIRED
CALIBRATION OF PITOT TUBE	AS & WHEN REQUIRED
PROVISION OF FIRE HYDRANT RUBBER SEALS	AS & WHEN REQUIRED
SUPPLY NOZZLES WARRIOR PISTOL GRIP 115-475LPM (SSS TEETH)	AS & WHEN REQUIRED
SPEAR BRANCH	AS & WHEN REQUIRED
SUPPLY 600L SKID UNIT	AS & WHEN REQUIRED
WARRIOR FOAM NOZZLE	AS & WHEN REQUIRED
SUPPLY OF PORTABLE OSCILLATING GROUND MONITOR 400-2000L/M (UNMANNED)	AS & WHEN REQUIRED
OEM SPARES DCP EXTINGUISHER	
A VALVE ASSEMBLY COMPLETE	AS & WHEN REQUIRED
B PRESSURE GAUGE	AS & WHEN REQUIRED
C DISCHARGE HOSE	AS & WHEN REQUIRED
D VALVE SEAT	AS & WHEN REQUIRED
E SEAL RING	AS & WHEN REQUIRED
F INSTRUCTION LABEL	AS & WHEN REQUIRED
G MONTHLY INSPECTION STICKER	AS & WHEN REQUIRED
H SUPPLY 9KG, 4,5KG EXTINGUISHER	AS & WHEN REQUIRED
I SUPPLY 4,5KG EXTINGUISHER	AS & WHEN REQUIRED
J SUPPLY 1,5KG EXTINGUISHER	AS & WHEN REQUIRED
K SUPPLY FIRE EXTINGUISHER 1,5KG VEHICLE BRACKET	AS & WHEN REQUIRED
L SUPPLY FIRE EXTINGUISHER HOOK	AS & WHEN REQUIRED
M SUPPLY OF FIRE EXTINGUISHER BOXES	AS & WHEN REQUIRED
N SUPPLY OF FIRE EXTINGUISHER JACKET	AS & WHEN REQUIRED
OEM SPARES CO2 EXTINGUISHERS	
A VALVE ASSEMBLY COMPLETE	AS & WHEN REQUIRED
B SAFETY DISC	AS & WHEN REQUIRED
C DISCHARGE HORN	AS & WHEN REQUIRED
D INSTRUCTION LABEL	AS & WHEN REQUIRED
E MONTHLY INSPECTION LABEL	AS & WHEN REQUIRED
F SUPPLY 5KG EXTINGUISHER	AS & WHEN REQUIRED
G SUPPLY 2KG EXTINGUISHER	AS & WHEN REQUIRED
H FIRE EXTINGUISHER HOOK	AS & WHEN REQUIRED
OEM SPARES FIRE HOSE REELS	
A STOP VALVE	AS & WHEN REQUIRED
B 30M PVC HOSE	AS & WHEN REQUIRED
C GLAND PACKING	AS & WHEN REQUIRED
D NOZZLE	AS & WHEN REQUIRED

E	CLAMPS	AS & WHEN REQUIRED
F	INSTRUCTION LABEL	AS & WHEN REQUIRED
G	MONTHLY INSPECTION STICKER	AS & WHEN REQUIRED
H	REPLACEMENT REEL	AS & WHEN REQUIRED
OEM SPARES DELIVERY HOSES		
A	MALE COUPLING BIC OR NST FITTINGS	AS & WHEN REQUIRED
B	FEMALE TORZ COUPLING	AS & WHEN REQUIRED
C	BINDING	AS & WHEN REQUIRED
D	RUBBER SEAL	AS & WHEN REQUIRED
E	REPLACEMENT LUG	AS & WHEN REQUIRED
F	SUPPLY RUBBER FIRE HOSE 38mm/ 30m length (working pressure 15psi, test pressure 25psi)	AS & WHEN REQUIRED
G	SUPPLY RUBBER FIRE HOSE 65mm/ 30m length (working pressure 15psi, test pressure 25psi)	AS & WHEN REQUIRED
H	REPLACEMENT HOSE 38mm	AS & WHEN REQUIRED
OEM SPARES SUCTION HOSES		
A	SEAL	AS & WHEN REQUIRED
B	COUPLING	AS & WHEN REQUIRED
C	BINDING OF FIRE HOSE	AS & WHEN REQUIRED
OEM SPARES BA CYLINDERS		
A	VALVE ASSEMBLY COMPLETE	AS & WHEN REQUIRED
B	SEALS	AS & WHEN REQUIRED
OEM SPARES INLINE INDUCTORS		
A	SYPHONE TUBE	AS & WHEN REQUIRED
B	INDUCTION VALVE ASSEMBLY	AS & WHEN REQUIRED
C	MALE COUPLING	AS & WHEN REQUIRED
D	FEMALE COUPLING	AS & WHEN REQUIRED
E	SEPARATE LUG FOR INSTANTANEOUS COUPLING	AS & WHEN REQUIRED
F	SEAL FOR 65MM INSTANTANEOUS COUPLING	AS & WHEN REQUIRED
G	SEAL FOR INDUCTION VALVE ASSEMBLY	AS & WHEN REQUIRED
H	REPLACEMENT OF IRREPAIRABLE INDUCTOR 225	AS & WHEN REQUIRED
I	REPLACEMENT OF IRREPAIRABLE INDUCTOR 450	AS & WHEN REQUIRED
OEM SPARES HYDRAULIC RESCUE SET		
A	SPREADER TIPS	AS & WHEN REQUIRED
B	SPREADER ARMS	AS & WHEN REQUIRED
C	CUTTER BLADES	AS & WHEN REQUIRED
D	HYDRAULIC OIL	AS & WHEN REQUIRED
E	CARBURETOR KIT	AS & WHEN REQUIRED

F	PULL START MECHANISM	AS & WHEN REQUIRED
G	INTERNAL PISTON	AS & WHEN REQUIRED
H	OIL SEAL	AS & WHEN REQUIRED
I	QUICK RELEASE COUPLING	AS & WHEN REQUIRED
J	HIGH PRESSURE HOSE	AS & WHEN REQUIRED
K	SPARK PLUG	AS & WHEN REQUIRED
OEM SPARES PORTABLE PUMP		AS & WHEN REQUIRED
A	GLAND PACKING	AS & WHEN REQUIRED
B	GAUGES	AS & WHEN REQUIRED
C	PRIMER OIL	AS & WHEN REQUIRED
D	PRIMER	AS & WHEN REQUIRED
E	PRIMER BELY	AS & WHEN REQUIRED
F	SPARK PLUG	AS & WHEN REQUIRED
G	DISCHARGE VALVE	AS & WHEN REQUIRED
OEM PARES AIRBAGS		
A	O RINGS	AS & WHEN REQUIRED
B	AIRBAG REPLACEMENT 16 TON	AS & WHEN REQUIRED
C	AIRBAG REPLACEMENT 32 TON	AS & WHEN REQUIRED
D	AIRBAG REPLACEMENT 64 TON	AS & WHEN REQUIRED
E	GAUGES	AS & WHEN REQUIRED
F	HIGH PRESSURE AIR PIPE WITH QUICKRELEASE COUPLING	AS & WHEN REQUIRED
G	SCREW IN CONNECTION TO CONNECT TO BA CYLINDER	AS & WHEN REQUIRED

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
SAIB	Automatic Sprinkler Inspection Bureau
SAQCC	South African Qualification & Certification Committee
SOW	Scope Of Work

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The contract is for as and when required

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by
Kick off	Once after Contract	Arnot Power station	
Risk register and compensation events	As and when required and at both parties convenience	Either at Arnot or Supplier's premises	Employer and Contractor
Overall contract progress and feedback	As and when required and at both parties convenience	Either at Arnot or Supplier's premises	<i>Employer and Contractor</i>

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

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

2.3 *Contractor's* management, supervision and key people

- Three SAQCC Technician

2.4 Provision of bonds and guarantees

No bond of guarantees required

2.5 Documentation control

- All communication should be formally written and filed, for history reference, communication should be in the meetings and minutes be recorded in writing, communication can also be via emails
- All Job cards to be signed by the client and send to Service Manager to prepare monthly assessment

2.6 Invoicing and payment

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

Within 2 days of receiving a payment certificate/assessment 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* signed payment certificate.

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

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

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

2.7 Contract change management

The *Contractor* will need to notify the employer if he notices anything that is not included in the scope of work and vice versa. This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses, such as the use of standard forms.

2.8 Records of Defined Cost to be kept by the Contractor

The *Contractor* should keep all the receipts as a record for the purpose of reimbursement of the equipment or activity that was not included in the original SOW.

2.9 Insurance provided by the Employer

N/A

2.10 Training workshops and technology transfer

N/A

2.11 Design and supply of Equipment

N/A

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

2.12.1 Equipment

N/A

2.12.2 Information and other things

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information

2.13 Management of work done by Task Order

Only use this heading if Option X19 applies to this contract

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include.

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.

Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

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

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

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

Generation: Roley McIntyre
Transmission: Tony Patterson
Distribution: Alex Stramrood
Enterprises: Jace Naidoo
Corporate: Kersen Pather

The *Contractor* shall comply with the health and safety requirements contained in Occupational Health and safety Act 85 of 1983.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Occupational Health and safety Act 85 of 1983.

3.3 Quality assurance requirements

All the equipment to be tested and serviced at the SANS certified workshop.

4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. These parts of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1 People

4.1.1 Minimum requirements of people employed

All personnel must be SAQCC registered and the Company must be registered at the Local Municipality Fire Brigade as a Fire Equipment Servicing Company.

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below.

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

It is preferred that no subcontracting is allowed.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

N/A

4.2.3 Limitations on subcontracting

N/A

4.2.4 Attendance on subcontractors

N/A

4.3 Plant and Materials

4.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

All spares to be OEM parts as indicated in Scope of Work.

4.3.2 Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

All equipment is to be serviced and repaired as far as possible. Equipment may only be replaced if irreparably damaged or worn.

4.3.3 Contractor's procurement of Plant and Materials

The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the service period.

All costs as per the price list in the scope of work must include transport costs. Transport costs are not to be submitted as a separate item.

4.3.4 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

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

The contractor must collect all equipment and transport it to their premises, where the services will be performed.

The contractor must again transport all equipment back to the employer's site after completion of the services.

All equipment will be collected and delivered at the Fire Station at the Employer's premises.

5 Working on the Affected Property

Contractor servicing workshop must be SABS approved

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

- Contractor must adhere to the requirements of the specific site in order to gain access
- Contractor to ensure that their Safety File is approved and all personnel who will work on site undergoes induction
- The Limited Access Register must also be completed when personnel are doing inspections in limited access areas

5.2 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 working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

N/A

5.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

5.4 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

5.5 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues:

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

5.6 Records of Contractor's Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

All inventory list of the Contractor's equipment must be available at all times and all equipment must be declared as per access requirements at the Employer's premises.

Removal of equipment must also follow the removal permit system implemented at the Employer's premises

5.7 Equipment provided by the *Employer*

N/A

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

- The Employer will provide facilities like ablution facilities and office for administrative duties
- The Contractor shall provide everything else necessary for providing the service

5.8.2 Provided by the *Contractor*

Describe what the *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. Also state what happens to these facilities upon completion of the contract

- Contractor shall provide own accommodation, transport, testing equipment and stationery for their personal
- The Contractor will provide appropriate PPE for their personnel
- Services will be performed at the Contractor's site except for inspections at the Employer's premises

5.9 Control of noise, dust, water and waste

State requirements, if any

N/A

5.10 Hook ups to existing works

State any constraints

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40 1]

- Tests to be carried out as per the detailed list of tests contained in the Scope of Work

5.11.2 Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40 2

- The Contractor is to ensure that all pressure tests must be completed in a SABS approved facility and that records of these are kept for future referencing purposes

6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title
N/A	1	
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