



NEC3 Term Service

Short Contract (TSSC3)

A contract between Eskom Holdings SOC Ltd
(Reg No. 2002/015527/30)

And:

For:

Calibration and minor repairs of various testing equipment within the
Limlanga Cluster (Limpopo and Mpumalanga Provinces) for a period of
5 years, on an “as and when required” basis

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Documentation
prepared by:

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Calibration and minor repairs of various testing equipment within the Eskom Limlanga Cluster (Limpopo and Mpumalanga Provinces) for a period of 5 years, on an “as and when required” basis

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	R (Rates)
Value Added Tax @ 15% is	R (Rates)
The offered total of the Prices inclusive of VAT is	R (Rates)
(in words)	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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:

Not Applicable

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

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 tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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 Contract Data

Data provided by the *Employer*

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
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
	Name:	Heida Rickett
	Tel No:	015-299 0475
	E-mail address:	RicketHM@eskom.co.za
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
	The authority of the <i>Employer's Agent</i> is	[•]
11.2(5)	The <i>service</i> is	Calibration and Minor Repairs of various testing equipment
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is.	5 years
13.2	The <i>period for reply</i> is	1 week
50.1	The <i>assessment day</i> is the	Will be communicated when necessary
51.2	The interest rate on late payment is	0.5% per complete week of delay
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event

	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	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	[•]
93.2(2)	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 London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	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.
The <i>conditions of contract</i> are the NEC3 Term Service Short Contract (April 2013)¹² and the following additional conditions Z1 to Z11 which 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.

¹ If the previous edition applies change 'April 2013' for 'September 2009'.

² State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the service.

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* 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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

Z5 Health, safety and the environment

- Z5.1 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*:
- 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 *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.
- Z5.2 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.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* 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.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z8 *Employer's* limitation of liability; Add to clause 80.2

- Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 Termination: Add to clause 90.2, after the words "or its equivalent":

- Z9.1 or had a business rescue order granted against it.

Z10 Addition to Clause 50.4

- Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

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** means, as the context requires, the *Contractor*, or any member thereof in the case of

- Party** 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 condition of contract 82 with the following:

Insurance cover 82

- 82.1 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.
- 82.2 The *Contractor* provides the insurances in the Insurance Table A, from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

Loss of or damage to equipment, 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
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, equipment and other things used to Provide the Service) and 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

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from

nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

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

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

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

Z14 Asbestos

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

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety

Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

SDL&I Undertaking

(to be inserted with contract award)

Quality contractual requirements

(to be inserted with contract award)

Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za.

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

C2.2 Price List

Description
3,5 Digit Multimeters
4,5 Digit Multimeters
5 kV Insulation testers
50kv Megger tester
AC/DC MS2000G
Aeroflex Comms Monitor
Aeroflex Comms Tester
Aeroflexier IFR 2945B
Aitelong Sat-AC650
Anton Paar DMA35 Density Meter
Anton Paar Portable Density Meter (Hydrometer)
Avo Megger BM221 insulation tester.-1000v
Avo Meter
Avometer analog BI216F
Battery Analysers
Battery impedance tester
Baur Trfr Oil Tester
Beckman RMS225
Bird Wattmeter
Breaker speed tester SA10 and CBT 400 and CBT 4 (22 – 765kv)
Capacitance Bridge/Resistor Box/Decade Box
CA-Seba KMT EZ Thump Surge Gen
Catu CC- 765 11- 33 KV
Catu CC-11
Cellcare DLV-Series 30 Data Logging Voltmeter
Cellizer TMC 2001RT
Circuit Brk Power Supply
Clamp Meter up to 500a AC/DC
Clamp-On Amp Meter Fluke 33

Clamp-On Megger Dcm300e
Clip on Meter AC Model 8113
Clip-on ammeter Megger DCM300E-400v
Communication Monitor-30MHZS
Conductivity meter CLM280
CT Analyser
Current Leakage Monitor
CV Auto Current Voltage Test Set
Delta 2000 TAN Delta test
Density Meter DMA 35N
DET2/2 Megger Earthmat Tester
Digiphone
Digital hydrometers
Discharge test Machine MOD BTS/100PLUS 100-220
Ductor tester 2/ MOM 600 and 1 MOM200 (1kv – 765)
DV Power Micro Ohmeter
Dynamometer – Tension and Compression
E&H CLM280 Conductivity Meter
Earth Leakage Clamp Meter eg. Avo DCM 300E
Earth Leakage Relay (ELP15)
Earth leakage tester-400v
Es45 Discharge Stick
EX21659 HV Sticks
Ezct 2000a (Current Instrument Tester)
Flexible Probes Sp1000fl (Kocos)
Flir IR Thermal Imager
Fluke 106 Multimeter
Fluke 107 Multimeter
Fluke 1653B Multifunction tester-400v
Fluke 177 Multimeter
Fluke 179 Multimeter
Fluke 187 Multimeter-400v
Fluke 189 Multi Meter-400v

Fluke 199C scope meter
Fluke 287 Multimeter-400v
Fluke 289 Multi Meter- 400v
Fluke 289 Multimeter
Fluke 33 Clip-on Ammeter-400v
Fluke 365 Clip on Amp Meter-400v
Fluke 375 clamp meter
Fluke 73 Multimeter
Fluke 77 Multimeter-400v
Fluke 789 Multimeter-400v
Fluke 789 Multimeter-400v
Fluke 789 Processmeter
Fluke 87 Multimeter-400v
Fluke BT520
Fluke Clamp-on 337-400v
Fluke Clamp-on 337-400v
FLUKE multi meter – up to 1000volt
Fuguang IDCE-840CT Discharge Tester
GSM installers friend
Hellermann Tyton 66- 132 KV (Line tester)
Hew Variac
High voltage Ampstick Halo 0-2000Amps
High Voltage Detector-1 to 132kv
HV AMP Probe 0-2000 AMP 400KV
Hv Ampstik/Loadlooker Ammeter – 2000A
Hv Detector up to 60kv AC incl. Personal Testers and Proximity Testers
HV Digital Insulator Tester TIN6A
Hv Insulation Tester above 5kV
HV Test ACVT Unit
HV Wireless Phase Comparator
Impedance Tester
Impedence Test Meter Cart no246004
Infra-Red Thermometer @ 3 Temp. Points

Insulation electronic Megger 5kV
Insulation Multi-meter
Insulation tester 5kV type BM11D
Insulation tester 5kV type MIT510/2
Insulation Tester up to 5 kV
Intelligent Universal Programmer – Dataman-48uxp
Irg2000 Velleman Digital Oscilloscope
Isa Drts-6 Secondary Injection Set
ISA T3000
Isotech IDM 91E
JDSU MTS 6000L
K2434
Kocos 3 Phase Metes Test System
Kocos Metes - 320 3-PHASE METERING
Kocos Metes 320 3 Phase Metering Ve
Kocos portable Lab ED Testing
Kyoritsu 2008 K Clip on amp meter -400v
Kyoritsu Digital RCCB/ELCB
Kyoritsu Hv Insulation Tester
Link Stick Tester 11/33KV Solid
Link Stick Tester 132kV Solid
Link Stick Tester 150-420kV Telescopic
Link Stick Tester 225-420kV Solid
Link Stick Tester 22kV Solid
Link Stick Tester 275kV Telescopic
Link Stick Tester 5-36kV Solid
Link Stick Tester 63-150kV Solid
Link Stick Tester 66-132kV Telescopic
Link Stick Tester 69-500kV Solid
Loop Tester
Loop/PCS/Load Tester eg. Major Tech MT350
Low Voltage Detector up to 500v eg. Wibre
M Ohmmeter - T&R DSM200

Major tech K2434 – clip on ammeter
Major Tech MT T120
Major Tech MT02M
Major Tech MT1881
Major Tech MT24
Major Tech MT310
Major Tech MT720
Major Tech MT930
Major Tech MTD70T
Megger 3 Phase TTR Transformer Turn Ratio
Megger Byte 2P Battery impedance tester
Megger Clamp-on meter DCM204R-400v
Megger Delta 4300 T/Delta
Megger Delta-2000 10kV Automated Insulation Test Set
Megger DLRO - 600
Megger MIT330
Megger MIT510
Megger MJ20
Megger Power Multimeter
Megger PPM-1 Power Multi-meter
Megger S1-1068 10kV – insulation resistance tester
Metes 320 including Flexible probes
Metrohm HVD13/2A
MT730
MTD37A
Multifunction Tester
Multimeter Top Tronic TBM812
Nulec Tester
Omicron Arco400 Universal Test Set
PGK BAUR MEGGER
Phase Rotation meters 8031F-400v
Phase Rotation Tester
Phasing stick 66- 132KV

Phenix 660-10P
Phenix Pattr-03 Auto Transformer Ratio Tester
Phenix Technologies HC-2
Power Clamp Meter
Power Supply AC/DC – Single
Primary/Secondary Injection Test Set
Process Calibrator
Process Clamp Meter
Process Multi-meter
Relay Test Set
Sa32 Fluke 179
Scope meter
SE 1T U-V ERASER
Seba KMT SPG32-1750 Thumper
Single phase variac
Socket Earth Tester/Polarity Tester
SSG1100
Static power supply portable 230A 220.010Hi983086.Conductivity Meter
Suretech HV/PT – 50
Suretech HV/PT 2
Switch Analyzer
Tan Delta Bridge
Telefault Tws
Tg4/10 Velleman Digital Oscilloscope
Thermal Imager eg. Fluke T1200, TI32 @ 3 Temp. Points
Three phase variac
TMC -2001d
Top Tronic HV Digital Insulator Tester
Toptronic T1120
Toptronic T1800
Toptronic T1820
Toptronic T2608
Toptronic T98

Toptronic TBM030
Toptronic TBM805
Toptronic TBM811EX
Toptronic TBM878
Toptronic Tel1TLB
Trueteq GMS Installers Friend
TTR McGraw
UI7 Velleman Digital Oscilloscope
Uni-T UT201,
Uni-T UT204A
Uni-T UT50B
Uni-T UT890C
Unit\ T Clamp tester
Vanguard ATRT-03 Transformer Ratio Tester
Vanguard Circuit Breaker Analyser
Vanguard EZCT Current Transformer Tester
Vanguard Instrument (Current Injector)
Vanguard PCI -600 – primary current injector
Vanguard Tester - CT 7000
Vanguard WRM10
Variac – 3 Phase
Variac – Single Phase
Voltage tester 4/132kV
Voltage tester 4/22kV
Voltage tester 4/275kV
Voltage tester 4/66kV
Wandel & Goltermann Selective
Water conductivity testers
Watt meter-bird
Batteries
Probes
Fuses

C3: Scope of Work

(Please refer to Annexure Q for the relevant technical requirements)

C3.1 Service Information and Scope of Work

Calibration and minor repairs of various testing equipment within the Eskom Limlanga Cluster (Limpopo and Mpumalanga Provinces), for a period of Five (5) Years

SCOPE OF WORK / SPECIFICATION

Calibration and minor repairs of various testing equipment within the Eskom Limlanga Cluster (Limpopo and Mpumalanga Provinces), on an as and when required basis, for a period of Five (5) Years

The service will include calibration per tester as well as minor repair work if and where necessary, at the supplier's lab / premises. If the tester needs major repairs where expensive spares must be ordered, the tester will be sent back to the end user with the fault list. It will then be the end-user's responsibility to follow the correct procurement process for the major repairs.

Consumable items include; batteries, probes, fuses

- Upon completion of calibration of the test equipment, the service provider shall ensure to paste a sticker on the equipment showing the following information;
 - the calibration date;
 - the sticker must state "Pass";
 - the sticker must have a signature;
 - the sticker will be applied in such a way should the equipment be opened then the seal will be broken;
 - the next calibration date;
- A "defective" sticker shall be attached to defective instruments by the accredited calibration/test facility before returning such instrument back to their owners either to be repaired or scrapped.
- The calibration certificate must be issued together with the calibrated test equipment
- Defective report/certificate must be issued for all defective test equipment;

The successful tenderer/s must be;

- ISO17025 Compliant
- SANAS (South African National Accreditation System) Accreditation, or
- LAB (Laboratory Accreditation Bureau) Accreditation
- Accreditation must be valid for the contract duration

The successful tenderer/s must be able to perform the following capabilities;

- Electrical – Rf Attenuation
- Electrical – Rf Impedance
- Electrical – Rf Power
- Electrical – Rf Power – Calibration Factor
- Electrical – Rf Modulation Am
- Electrical – Rf Modulation Fm

- Electrical – Current
- Electrical – Resistance
- Electrical – Voltage
- Optical Quantities
 - Optical Time Domain
 - Optical Power
- Time And Frequency
 - Time And Frequency – Oscilloscopes

Calibration Parameter/Equipment	Range	Expanded Uncertainty of measurement (+/-)	Remarks
Electrical-RF Attenuation			
(0-7dB)	10MHz-10GHz 10GHz-18GHz	0.35dB+0.005dB/dB 0.65dB+0.015dB/dB	Step attenuator, power meter
Electrical-RF Impedance			
VRC (N-M)	10MHz-2GHz 2GHz-10GHz 10GHz-18GHz	0.015+0.013ρ²+0.067ρ 0.017+0.03ρ²+0.067ρ 0.03+0.08ρ²+0.067ρ	Scalar network analyser
VRC (N-F)	10MHz-2GHz 2GHz-10GHz 10GHz-18GHz	0.015+0.013ρ²+0.067ρ 0.045+0.045ρ²+0.067ρ 0.055+0.075ρ²+0.067ρ	
Electrical-RF Power			
RF Power Measure			
50MHz	1mW	1.4% of reading	RF Power Meter
10MHz-50MHz 50MHz-5GHz 5-17 GHz 17-24 GHz 24-40 GHz	(-50 to 13)dBm	0.25dB 0.16dB 0.19dB 0.23dB 0.35dB	RF Power meter w/Power sensors
RF Power – Source			
50MHz	1mW	1.4% of reading	RF Power Meter
10-50 MHz 50MHz-5GHz 5-17GHz 17-24GHz 24-40GHz	(-50 to 13)dBm	0.35dB 0.35dB 0.29dB 0.48dB 0.55dB	RF Power meter w/Power Sensors, RF Signal Generators
Electrical-RF Power-Calibration Factor			
RF Power Sensors- Calibration Factor	10-50MHz 50MHz-5GHz 5-17GHz 17-24GHz 24-40GHz	5.2% 2.0% 3.2% 5.7% 9.0%	Reference power sensor and power meter with RF generator
Electrical-RF Modulation AM			
Amplitude Modulation- Measure & Generate			

Rate(50Hz-50kHz) Depth(5-99)%	CW: 10MHz-1.3GHz	1.7% of reading	Modulation Meter w/RF Signal Generator
Rate(50Hz-10kHz) Depth(5-99)%	CW: 150kHz-10MHz	2.6% of reading	
Electrical-RF Modulation FM			
Frequency Modulation- Measure & Generator			
Rate(50Hz-100kHz) 400kHz Peak Deviation	CW: 10MHz-1.3GHz	1.3% of reading	Modulation Meter w/RF Signal Generator.
Rate(20Hz-10kHz) 40kHz Peak Deviation	CW: 250kHz-10MHz	2.4% of reading	
Optical Quantities			
Optical Time Domaine Reflectometer-(OTDR):			
Distance-1310nm, 1550nm, 1625nm, Refractive Index 1.46	18.8km	0.5m + 1 sampling interval	Single mode Optical Delay Line
Optical Power (850-1650)nm	(-50to +20)dBm	0.3dB + 46 nW	Optical Power meter & head
Time and Frequency-Frequency			
Frequency-Measure and Generate	10Hz-100kHz 100kHz-1MHz 1MHz-10MHz 10MHz-20GHz	$0.05 \times 10^{-8} \cdot f + 0.0008\text{Hz}$ $0.05 \times 10^{-8} \cdot f + 0.008\text{Hz}$ $0.05 \times 10^{-8} \cdot f + 0.08\text{Hz}$ $0.05 \times 10^{-8} \cdot f + 0.8\text{Hz}$	GPS Receiver, Counter and RF Signal Generator
Mass-Torque			
Torque	(0.5-40)Nm	1.8% of reading	Torque transducer
Electrical-Current			
DC Current-Generate	(0-320) μ A (0.32-3.2)mA (3.2-32)mA (32-320)mA (0.32-3.2)A (3.2-10.5)A (10.5-20)A	30nA+0.014% of reading 115nA+0.014% of reading 1.2 μ A+0.014% of reading 12.8 μ A+0.016% of reading 158 μ A+0.06% of reading 1.5mA+0.055% of reading 5.4mA+0.055% of reading	Wavetek 9100
DC Current-Measure	(0-10)mA (10-100)mA (0.1-1)A (1-3)A	0.0023mA+0.05% of reading 0.008mA+0.05% of reading 0.15mA+0.1% of reading 0.8mA+0.12% of reading	HP 34401
AC Current(Generate)	<u>32-320μA</u> 10Hz-3kHz (3-10)kHz (10-20)kHz <u>0.32-3.2mA</u> 10Hz-3kHz (3-10)kHz (10-20)kHz <u>3.2-32mA</u> 10Hz-3kHz (3-10)kHz (10-20)kHz <u>32-320mA</u> 10Hz-3kHz	4.0 μ A+0.07% of reading 4.1 μ A+0.1% of reading 4.6 μ A+0.2% of reading 4.0 μ A+0.07% of reading 4.1 μ A+0.1% of reading 4.6 μ A+0.2% of reading 8.8 μ A+0.07% of reading 10.9 μ A+0.1% of reading 16.8 μ A+0.2% of reading 88.2 μ A+0.08% of reading	Wavetek 9100

	(3-10)kHz (10-20)kHz <u>0.32-3.2A</u> 10Hz-3kHz (3-10)kHz <u>3.2-10.5A</u> 10Hz-3kHz (3-10)kHz	97.4μA+0.1% of reading 109μA+0.2% of reading 0.82mA+0.1% of reading 3.0mA+0.25% of reading 7.0mA+0.2% of reading 13mA+0.5% of reading	
AC Current(Measure)	<u>0-1A</u> 10Hz-5kHz <u>1-3A</u> 10Hz-5kHz	0.61mA+0.1% of reading 2.4mA+0.15% of reading	HP 34401A
Electrical Resistance-Voltage			
Resistance(Generate)	(0-40)Ω (40-400)Ω (400-4k)Ω (4-40)kΩ (40-400)kΩ (0.4-4)MΩ (4-40)MΩ	58mΩ+0.1% of reading 116mΩ+0.035% of reading 245mΩ+0.035% of reading 2.4mΩ+0.025% of reading 23.5Ω+0.025% of reading 232Ω+0.04% of reading 2.3kΩ+0.05% of reading	Wavetek 9100
Resistance(Measure)	(0-100)Ω (0.1-1)kΩ (1-10k)Ω (10-100)kΩ (0.1-1)MΩ (1-10)MΩ (10-100)MΩ	0.05Ω+0.01% of reading 0.02Ω+0.01% of reading 0.15Ω+0.01% of reading 1.7Ω+0.01% of reading 23Ω+0.01% of reading 417Ω+0.04% of reading 23000Ω+0.08% of reading	Wavetek 9100 HP 34401A
Electrical-Voltage			
DC Voltage(Generate)	(0-320)mV (0.32-3.2)V (3.2-32)V (32-320)V (320-1050)V	5.5μV+0.006% of reading 55μV+0.006% of reading 550μV+0.0065% of reading 5.65mV+0.0065% of reading 30.0mV+0.006% of reading	Wavetek 9100
DC Voltage(Measure)	(0-100)mV (0.1-1)V (1-10)V (10-100)V (100-1000)V	5.5μV+0.006% of reading 55μV+0.006% of reading 550μV+0.0065% of reading 5.65mV+0.0065% of reading 30.0mV+0.006% of reading	HP 34401A
AC Voltage(Generate)	<u>0-10mV</u> 10Hz-3kHz (3-10)kHz <u>10-32mV</u> 10Hz-3kHz (3-10)kHz <u>32-320mV</u> 10Hz-3kHz (3-10)kHz <u>0.32-3.2V</u> 10Hz-3kHz (3-10)kHz <u>3.2-32V</u> 10Hz-3kHz (3-10)kHz <u>32-105V</u> 10Hz-3kHz (3-10)kHz	486μV +0.08% of reading 625μV+0.08% of reading 229μV +0.08% of reading 249μV+0.08% of reading 102μV +0.08% of reading 104μV+0.08% of reading 245μV +0.08% of reading 313μV+0.08% of reading 2.25mV +0.08% of reading 3.0mV+0.1% of reading 8.0mV +0.08% of reading 10.0mV+0.1% of reading	Wavetek 9100 HP34401A

	<u>105-320V</u> 40Hz-1kHz (1-3)kHz (2-10)kHz <u>320-800V</u> 40Hz-1kHz (1-3)kHz (2-10)kHz	23.0mV +0.09% of reading 23.0mV+0.12% of reading 38mV +0.12% of reading 90mV +0.09% of reading 91mV+0.12% of reading 133mV +0.12% of reading	
AC Voltage(Measure)	<u>0-10mV</u> 10Hz-20kHz <u>0.1-1V</u> 10Hz-20kHz <u>1-10V</u> 10Hz-20kHz <u>10-100V</u> 10Hz-20kHz <u>10-100V</u> 10Hz-20kHz	0.05mV+0.06 of reading 0.35mV+0.06% of reading 3.4mV+0.06% of reading 35mV+0.06% of reading 270mV+0.06% of reading	Wavetek 9100 HP34401A
Time and Frequency-Oscilloscopes			
Vertical System-50Ω	1mV-2V/div	0.65% of reading	Wavetek 9100
Vertical Sysytem-1MΩ	1mV-20V/div		
Horizontal System-50Ω	2ns-5s/div	0.31% of reading	Wavetek 9100
Bandwidth-50Ω 1mV-2V/div	50kHz-100MHz 50kHz-250MHz 50kHz-600MHz	5.4% of bandwidth 6.2% of bandwidth 7.7% of bandwidth	Wavetek 9100

3.3 Invoicing and payment

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

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

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

- Name and address of the *Supplier*
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number which is 4740101508;
- The total of;
 - The Price for each lump sum item in the Price Schedule or Official SAP Purchase Order which the *Supplier* has created and sent to the supplier;
 - Where a quantity is stated for an item in the Price Schedule or Official SAP Purchase Order, an amount calculated by multiplying the quantity which the *Supplier* has completed, by the rate,
- Other amounts to be paid to the *Supplier*;
- Less amounts to be paid by or retained from the *Supplier*;
- The invoiced amount - excluding VAT, the VAT and including VAT;

INVOICES TO BE EMAILED TO;

Invoiceseskomlocal@eskom.co.za