



NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC LIMITED**
(Reg No. 2002/015527/06)

And

for the inspection of passenger and goods lift by lift
inspector for Hendrina Power Station for a period of 5
years.

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

Inspection of passenger and goods lift for Hendrina Power Station for a period of 5 years.

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

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

Options A	The offered total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	

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:

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*.

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.

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

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.

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

Name & signature of witness _____ Date _____

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature

Name

Capacity

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


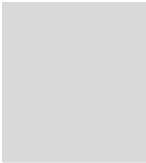
Date

**Eskom Holding Soc Ltd
Hendrina Power Station,**
(Insert name and address of organisation)

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) ²	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person 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):	
	Address	Hendrina Power Station Private Bag X 1003 Pullenshope, 1096
	Tel	
	Fax	N/A
	e-mail	

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

11.2(2)	The Affected Property is	Hendrina Power Station
11.2(13)	The <i>service</i> is	Inspection of passenger and goods lift for Hendrina Power Station for a period of 5 years.
11.2(14)	The following matters will be included in the Risk Register	N/A
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	1 Day
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	5 Years
4	Testing and defects	
5	Payment	
50.1	The <i>assessment interval</i> is	End of each 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	4 weeks.
51.4	The <i>interest rate</i> is	<p>(i) zero percent above 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 (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</p> <p>(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</p>

		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	(If the optional statement for this section is not used, no data will be required for this section)
	These are additional compensation events:	1
7	Use of Equipment Plant and Materials	Check spares list under pricing
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1.
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .

10	Data for main Option clause			
A	Priced contract with price list			
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than		1 weeks.	
11	Data for Option W1			
W1.1	The Adjudicator is (Name)		the person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.	
W1.2(3)	The Adjudicator nominating body is:		the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)	
W1.4(2)	The tribunal is:		arbitration	
W1.4(5)	The arbitration procedure 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 - if the arbitration procedure does not state who selects an arbitrator, is		the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The base date for indices is			
	The proportions used to calculate the Price Adjustment Factor are:		proportion	linked to index for
			15%	non-adjustable
			35%	C3 (Journeymen Employees)
			40% -	L2(A) Transport
			10%	D3 (CPI)
			100%	
X2	Limitation of liability		No data is required for this Option	
	Changes in the law			
X17	Low service damages			

X17.1	The contractor is liable for poor services and an NCR will be issued for non- compliance and poor services. The contractor won't be paid for re-work.
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	for indirect or consequential loss is limited to	
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 described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
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 in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/live/content.php?Item_ID=9248
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	At the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	1 month

Z **The *additional conditions of contract* are**

Z1 to Z11 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 and the Electricity Distribution 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 substantially 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 Works.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 **Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

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

Z6 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (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.

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

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

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

Z9 Notifying compensation events

- Z9.1 Delete from the last sentence in core clause 61.3, "unless the *Service Manager* should have notified the event to the *Contractor* but did not".

Z10 Employer's limitation of liability

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.

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

- Z11.1 or had a judicial management order granted against it.

Annexure A: Insurance provided by the Employer

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

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

http://www.eskom.co.za/live/content.php?Item_ID=9248

Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: Leighton.Itholeng@eskom.co.za

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	N/A
	The <i>subcontracted fee percentage</i> is	N/A
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	
24.1	The key persons are: 	
		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	Section C2.2
11.2(19)	The tendered total of the Prices is	

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	Page No.
C2.1	Pricing assumptions: Option A	18
C2.2	The <i>price list</i>	20

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (TSC3) core clauses and Option A states:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 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. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

5 The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 73 of the TSC3 Guidance Notes)

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

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

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

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

C2.2 the *price list*

Item nr	Description	Quantity	Rate
1	Site Manager	1	
2	Lift inspector	1	

Item nr	Description	Unit	Quantity	Rate
	Overtime Sundays			
1	Site Manager	Hour	400	
2	Lift inspector	Hour	400	

Item nr	Description	Unit	Quantity	Rate
	Overtime Saturdays/outside normal work			
1	Site Manager	Hour	400	
2	Lift inspector	Hour	400	

Material

Bellow calculated monthly/annually per lifts for a total of 10 lifts for a period of 5 years:

Item nr	Description	Unit	Quantity	Price Each	Total Price
1.	Inspection, testing and Issuing of Annexure B	Each	65		
2.	Inspection, testing and issuing of Annexure O	Each	30		
3.	Performance Review Meetings with maintenance service provider.	Each	60		
4.	Maintenance Performance Review Meetings with Eskom Hendrina Power Station	Each	60		
5.	Site Visitation / Inspections / Technical Audits	Each	60		
6.	Down-Time Report, Up-Time Report, Occupied Stops Report, Performance Credits Report and Call Out Credit Report	Each	60		
7.	Issuing of a life-cycle database	Each	5		
8.	Safe keeping of all documentation for a period of 10-years	Each	50		
	Total				

Overall Total Price in South African Rand:

.....

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1. Description of the service

Each Lift, Escalator and Passenger conveyor is an essential part of the plant for the safe transportation of persons and goods within Eskom generating plant and commercial buildings. Lifts and escalators are installed within the structures of many Eskom buildings and power stations to enhance performance and ease of workload. Since lifts and escalators are used in the transportation of people and goods, the management of such installations is to ensure that they are inspected, tested and maintained to the highest degree in accordance with the SANS standards and the OHS Act No 85 of 1993 and to ensure that no injury or fatality will occur in relation to such installations, that could have been anticipated or foreseen.

This document covers the scope of work for the inspection of passenger and goods lift for Hendrina Power Station.

The purpose of this document is to provide the scope for the inspection of passenger and goods lift for Hendrina Power Station.

Applicability - This document shall apply to Eskom Hendrina Power Station.

Normative:

[1] ISO 9001 Quality Management Systems

[2] OHS Act: Occupational Health and Safety Act 85 of 1993
[3] MHS Act : Mines Health and Safety Act 29 of 1996

[4] SANS 21: Safety rules for the construction and installation of escalators and passenger conveyors
[5] SANS 1543 -1: Escalators and passenger conveyors

[5] SANS 1545 -1: Safety rules for the construction and installation of lifts Part 1: Electric lifts
[6] SANS 1545 -2: Safety rules for the construction and installation of lifts Part 2: Hydraulic lifts

[7] SANS 1545 -3: Safety rules for the construction and installation of lifts Part 3: Lifts for persons with physical disabilities (stair-lifting platforms)

[8] SANS 1545 -4: Safety rules for the construction and installation of lifts Part 4: Lifts for persons with physical disabilities (vertical platform).

2. SCOPE OF WORK

- Report to Customer / Responsible Person on site
- Check Legal Requirements - Emergency Telephone Number Plate
- Place Maintenance notification signs / cards on all landings for services
- Check Load Plate / Emergency Telephone Plate visible at main landing
- Check all COP Functions including 2nd COP (if fitted)
- Check Lift Car Interior Fixtures
- Check In-Car Communication Device to central office
- Check Car Lighting, Diffuser & Ceiling
- Check Car Door Reversal Devices, include 2nd entrance
- Check Car Door Closing Force Limiter
- Check general condition of Car Doors & Attachments
- Check Car Door Operation
- Check Landing Door Operation (Manual & Automatic)
- Check Landing Fixtures (Sills)
- Monitor Ride Quality (Accel, Decel, Stop) Noise, Vibration
- Check Floor Levelling Accuracy on all landings
- Check that Machine Room Access Clear & Safe
- Perform a Risk Assessment of Surroundings in MR
- Check and Verify the Record Book (since last visit)
- Controller Error-log Check (where possible)
- Safely remove lift from public use for inspection
- Isolate Main Supply (OEM Local Isolation)
- 23 Test Main Supply Disconnect Switches
- Check Final Limit Tripping Distance
- Check all Safety Circuit Switches & Contacts (LV less than 50V)
- Check Suspension Hitching Equipment (> 2:1 Roping)
- Check the lift "On Level" indicator or Markings on ropes
- Observe Main Brake & Machine Operation for abnormal noise / vibration
- Check Brake (As per brake type)
- Check Brake Drum & Shoes Free of Oil
- Check Brake Shoe Lifting Clearance
- Check Brake Holding Force
- Test Manual Evacuation Devices (Brake Release)
- Check the Rope Brake Device & Test (where fitted)
- Check Main Suspension Ropes on Sheaves
- Check Pedestal Bearing (Noise and Visual)
- Check Gearbox Noise, Vibration & Oil Level

Inspection of passenger and goods lift for Hendrina Power Station for a period of 5 years.

- Check and Inspect Machine Isolation Rubbers (cracks)
- Check Main Motor Bearings & Cooling Fan (Noise and Visual)
- Check Commutator Condition & Brushes
- Check Tacho / Encoder & Belt or Coupling
- Check Governor & Rope (car & counterweight)
- Test Governor Functionality, Car & CWT
- Check Selector Rope & Drum (where applicable)
- Check Selector Operation & Contact Wear
- Check Correct Fuses Used (no wired fuses)
- Check All Components, Labelled, Secured & Clean
- Checking Controller Components
- Check Relays & Contactors for Worn Contacts
- Check Generator & Exciter Brushes
- Check Commentator Condition
- Check Bearings & Grease Cups
- Perform a Risk Assessment
- Check all Safety Circuit Switches & Contacts
- Clean TOC
- Check Connection Box for Loose Connections
- Ensure all Plugs & Cables are Secure
- Check car Steady Brackets
- Check Car Suspension Hitching Equipment (1:1 Roping)
- Check TOC Sheaves & Rope Keepers (2:1 Roping)
- Check Main Suspension Rope Tensions
- Check Guide Shoes / Rollers & Assembly
- Check Automatic Guide Lubricators
- Check Governor Rope Hitching Point
- Check Safety Gear Mechanisms are Free (Lift & Drop)
- Check Safety Gear Switches Trip when Activated
- Check Selector Rope Hitching Point
- Check Hoist Way Information Equipment
- Clean Car Door Operator, Mechanisms & Track
- Check V-belt Tensions & Condition
- Check all Moving Parts for Wear & Tear
- Check Car Door Safety Circuit
- Check Condition of Car Door Panels
- Check Reopen Devices & Cable Fixing & Condition
- Check Car Door Motor, Cam & Linkages

Inspection of passenger and goods lift for Hendrina Power Station for a period of 5 years.

- Ensure Correct Adjustment / Operation of Couplers
- Check Sheave(s) at the top of shaft (TOS)
- Check Final Limit Mechanism
- Clean Shaft Equipment
- Check all Door Locking Mechanisms & Contacts
- Check Door Coupler Rollers / Guides
- Check Tracks, Hanger Rollers (Hinges & Closers)
- Check Vision Panels & Beadings
- Check Car and Landing door Slippers, Sills & Aprons
- Check Bottom of Scanner & Sight Guards
- Check Slippers, Sills & Apron
- Clean all Components as required
- Check Guide Rails & Brackets
- Inspect Over speed Governor Rope
- Check Trailing Cable Condition & Hitch Point
- Inspect Compensating Chain or Rope Condition & Record
- Check CWT when Midway in Shaft
- Check CWT Safety Gear & Linkages are Free to Move
- Check Guide Shoes / Rollers & Assembly
- Check Weight Keepers are in Place & Secured
- Clean & Lubricate Components as required
- Inspect Main Suspension Rope Terminations (1:1 Roping)
- Inspect Sheaves, Bearings & Rope Keepers (2:1 Roping)
- Inspect Main Suspension Ropes & Record Condition
- Check Main Suspension Rope Tensions are Equal
- Inspect Rope Selectors
- Ensure TOC is still Clean
- Return Lift to Normal Mode
- Access to pit - Use "Pit Access" Procedure to Gain Access
- Check for Sufficient Lighting to Perform Tasks
- Verify all Pit Safety Circuit Switches
- Empty Guide Drip or Run-off Containers
- Check Sump Pump Operation, when fitted
- Clean the Pit & all Pit Equipment
- Check Compensating Rope Sheave and Attachments
- Check Compensating Chain Rollers / Guides
- Check Governor Rope Tension Sheave & Attachments
- Check Selector Rope Tension Sheave & Attachments

Inspection of passenger and goods lift for Hendrina Power Station for a period of 5 years.

- Check Buffer Condition & Oil Level (when installed)
- Measure Distance Between CWT & Buffer & Record
- Check Final Limit Mechanisms
- Inspect & Clean Safety Gear
- Check TC & Hitch Point
- Inspect Compensating Hitch Point
- Inspect & Clean Roller Stands & Sliding Shoes
- Check Car Platform Isolation Rubbers
- Check Load Measuring Device / Movable Car Floor
- Inspect Sheaves, Bearings & Rope Keepers (2:1 Roping)
- Test Automatic Rescue Device (ARD)
- Check Alarm Bell System & Emergency Light
- Check In-Car Communication Device
- Complete Examination Reports & Sign Record Book
- Ensure Machine Room is Clean & Tidy
- Remove all Waste Materials & Spare Parts
- Lock Machine Room (windows closed & lights are "Off")
- Remove Maintenance Notification Signs / Cards
- Inform the owner / responsible person of any risk / deviations
- Owner / Responsible Person to Sign Documentation
- Inform Owner / Responsible Person You are Leaving.
- Issue comprehensive report with 24hours after inspection.
- Development of Project Plans for the implementation of scheduled works.
- Communication with the service provider representatives as well as client issues reported related to lifts.
- Compilation of an up-to-date and accurate database of the unit(s) within the client's portfolio which includes the technical detail as follows:
 - a) Installation and modernisation dates.
 - b) Installation or modernisation design standard.
 - c) Official "unit" numbers
 - d) General technical detail of the "units"
 - e) Dates of the last inspections and "comprehensive reports"
 - f) Due dates of next inspections and "comprehensive reports" (2-years in advance),
 - g) Building administration and "maintenance contractor" detail.
 - h) All relevant details required to effectively control and manage the follow-up inspection procedures.
 - i) All technical and administration detail required to produce an accurate and effective safety and performance
 - j) executive reports i.e., general portfolio overview of the current state of safety and maintenance (in graph format).

Inspection of passenger and goods lift for Hendrina Power Station for a period of 5 years.

- Safe keeping of all documentation for a period of 10-years, ensuring that HENDRINA POWER STATION has access to such at any given time within this period.
- Technical Advisory services ensuring that HENDRINA POWER STATION is kept up to date with industry and market trends pertaining to vertical transportation.
- Issuing of a life-cycle database of the units within the HENDRINA POWER STATIONS's portfolio showcasing the current evaluation of the unit(s) identifying the terms to which upgrades and/or replacements will be due.

PREVENTIVE MAINTENANCE SUPERVISION DETAIL DONE BY LIFT INSPECTOR:

Site Meetings

Meeting Reference	Frequency	Category	Output Comments
Meeting with Service Provider	Monthly	Performance Review Meetings	Performance of the unit(s) are discussed with the service provider and all concerns raised during site inspections, walkabouts, correspondence and/or project meetings
Meeting with HENDRINA POWER STATION	Monthly	Performance Over-view	Feedback on the findings over the month(s) as well as document the discussions and/or deliverables tabled with the service provider.
Meeting with HENDRINA POWER STATION	Quarterly	Financial Review	Discuss the financial and cost components of various contracts and contractors which are relative to the performance credit reports issued monthly and due to HENDRINA POWER STATION.
Site Visitation / Inspections / Technical Audits	Monthly	Inspection and Walkabout	Site inspection to view the equipment as well as audit review the performance of the unit(s) and record any areas of concern including the compilation of items-lists for rectification. This includes both Technical and Aesthetic Evaluations and adopts a proactive approach to ensuring reliable service as well as highlighting of all associated risks.

Reports

Down-Time Report	Monthly	Per Unit Per Month	A Detailed Technical Analysis of each call out captured reflected as a percentage which is tabled based on the criteria stipulated in the Service Level Agreement to which the service provider is obligated to perform. This reflects the time the unit has been out-of-service
	3-Months	Per Building	
	Annually	Per Contractor (Service Provider)	
Up-Time Report	Monthly	Per Unit Per Month	A Detailed Technical Analysis of each unit captured reflected as a percentage which is tabled based on the criteria stipulated in the Service Level Agreement to which the service provider is obligated to perform. This reflects the time the unit has been in-service.
	3-Months	Per Building	
	Annually	Per Contractor (Service Provider)	
Occupied Stops Report	Monthly	Per Unit Per Month	An Analysis of the incidents wherein a passenger or passengers may have been 'trapped' inside the lift when the lift had malfunctioned. This includes the duration of the incident including the response deliverables.
	3-Months	Per Building	
	Annually	Per Contractor (Service Provider)	
Performance Credits Report	Monthly	Per Unit Per Month	Penalties as stipulated within the Service Level Agreement are tabled where the service provider has been proven not to have achieved their obligatory requirements and therefore, credit notes are issued for these non-performances on a monthly basis.
	3-Months	Per Building	
	Annually	Per Contractor (Service Provider)	
Call Out Credit Report	Annually	Per Unit Per Month	Financial Evaluation of the performance deliverable outputs in relation to the Contractual Obligations set out to the service provider which have been recorded over the year (12-months) that is reimbursed to the user
	Monthly	Per Building	
	6-Months	Per Contractor (Service Provider)	

1.1. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

2. Management strategy and start up.

2.1. The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

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:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor</i> and _____

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

Manager, supervisor and technician.

2.4. Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

2.5. Invoicing and payment

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

The *Contractor* shall address the tax invoice to

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)

2.6. Records of Defined Cost to be kept by the Contractor

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

2.7. Insurance provided by the Employer

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

2.8. Design and supply of Equipment

Not Applicable.

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

2.9.1. Equipment

The *Employer* may wish to use some of the Equipment used by the *Contractor* after the end of the *service period*. Clause 70.2 requires that details of such requirement be stated in the Service Information. Complete here or if not applicable retain the heading and state 'None'.

2.9.2. 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.

2.10. 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: Kerseri Pather

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

3.2. Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

3.3. Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

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. This part 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

The service provider shall provide service technician permanently to do maintenance and repairs.

4.1.2. Supplier Development and Localization

4.2. Subcontracting

4.2.1. Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

4.2.2. Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

4.2.3. Limitations on subcontracting

The Lifts inspection service provider must be SANAS registered. No subcontracting allowed of SANAS registered service provider via a non-registered service provider. The SANAS registered service provider may subcontract an independent ECSA registered lift inspector with a signed agreement letter.

4.2.4. Attendance on subcontractors

Subcontractor to comply to this contract agreement, quality and safety

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.

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.

4.3.3. Contractor's procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. 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*.

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

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that ‘all other Plant and Materials are to be provided by the *Contractor*’.

5. Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering contractors need to allow for in their prices, and the *Contractor* has to comply with. State these or similar requirements here.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades

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.

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.

5.7. Equipment provided by the Employer

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

5.8. Site services and facilities

5.8.1. Provided by the Employer

This is a mandatory cross reference form clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

5.8.2. Provided by the Contractor

Testing equipment and tools

5.9. Control of noise, dust, water and waste

State requirements, if any.

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].

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.

6. List of drawings

6.1. Drawings issued by the Employer

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

Drawing number	Revision	Title