



## NEC3 Term Service Contract (TSC3)

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

and

for **The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years**

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**CONTRACT No.**

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## **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:

### **Title: Battery Maintenance Services-**

**The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations (Medupi, Komati, Matla, Kriel, Duvha, Kusile, Matimba, Camden, Arnot, Hendrina and Centrally in Witbank) with their associated rooms and cabinets.**

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	<b>RATE BASED CONTRACT</b>
	Value Added Tax @ 15% is	<b>RATE BASED CONTRACT</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>RATE BASED CONTRACT</b>

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:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Name &  
signature of  
witness

Date:

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



# C1.2 TSC3 Contract Data

## Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A: Priced contract with price list</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	
	Tel No.	
10.1	The <i>Service Manager</i> is (name):	
	Address	
	Tel	
	e-mail	
11.2(2)	The Affected Property is	
11.2(13)	The <i>service</i> is	<b>Battery Maintenance Services-</b> the provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations (Medupi, Komati, Matla, Kriel, Duvha, Kusile, Matimba, Camden, Arnot, Hendrina

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

and Centrally in Witbank) with their associated rooms and cabinets.

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11.2(14) The following matters will be included in the Risk Register

1. **Weather.** Inclement weather i.e extreme rain, snow and strong winds. The contractor needs to take precautions when planning the sequence and resources for the works. Reliable wind speed meters should be acquired and recordings to be kept during periods where work could not be done due to high winds in the area.
2. **Existing equipment.** Damage to all existing equipment and foundations will be for the Contractor to replace/rebuild. All construction delays and procurement for the said equipment will be for the Contractor and not billed back to Eskom.
3. **Health care facilities.** The contractor is to note where the nearest health care facilities are and the response time of emergency medical rescue service providers in case of an emergency.
4. **Theft.** The site and working areas are to be guarded to ensure that no theft can take place that will affect the continuity of supply or loss to the employer's existing assets.
5. **Material suppliers.** Steel suppliers to meet all Eskom requirements. Any disputes between the suppliers and the Contract will not be handled by Eskom.
6. **Labour issues.** These issues are to be properly managed in the event that local labour is to be hired to limit any disruptions of the work by local residents.
7. **Time.** This contract has to be completed within the contract period. Any delays will have a negative impact on subsequent activities as well as to the stability of the grid.
8. **Outages –** the Contractor needs to abide by Eskom's outage time-frames. A detailed project schedule is required from the Contractor in line with the start and finish dates of the Contract. This needs to be provided within two weeks of the Contract being awarded.
9. **Snakes –** Care should be taken when working in the Substation and a snake-handling procedure should be in place.

**Other matters as they evolve based on operational circumstances not limited to above**

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11.2(15) The Service Information is in

**Part 3: Scope of Work and all documents and drawings to which it makes reference.**

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12.2 The *law of the contract* is the law of

**the Republic of South Africa**

13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 week</b>
2	<b>The Contractor's main responsibilities</b>	The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>N/A</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>To be advised</b>
30.1	The <i>service period</i> is	<b>36 months</b>
4	<b>Testing and defects</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25<sup>th</sup> day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>4 weeks.</b>
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</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 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.</p>
6	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics



		used in this section are identified elsewhere in this Contract Data
7	<b>Use of Equipment Plant and Materials</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	N/A
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	【●】
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 <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	【●】
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	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	<b>Data for main Option clause</b>	

<b>A</b>	<b>Priced contract with price list</b>			
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	<b>2 weeks</b>		
<b>11</b>	<b>Data for Option W1</b>			
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	<b>South Africa</b>		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is			
<b>12</b>	<b>Data for secondary Option clauses</b>			
<b>X1</b>	<b>Price adjustment for inflation</b>			
X1.1	The <i>base date</i> for indices is Tender Closing Date			
	The proportions used to calculate the Price Adjustment Factor are:			
		<b>proportion</b>	<b>linked to index for</b>	<b>Index prepared by</b>
		0.60	Labour	CPI
		0.20	Preliminaries & General Items	
		0.05	Transport	
		0.15	non-adjustable	
		1.00	Total	
		Labour cost will adjusted in accordance with the Sectorial Determination for Cleaners		

		CPA to be applicable annually after the first 12months
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	Annexure A
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>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 <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters.  The <i>Contractor's</i> total liability for the additional excluded matters is not limited.  The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> <li>Defects due to his design, plan and specification,</li> <li>Defects due to manufacture and fabrication outside the Affected Property,</li> <li>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>death of or injury to a person and</li> <li>infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	[•] months after the end of the <i>service period</i> .

<b>X19</b>	<b>Task Order</b>
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within <b>2 days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b> <b>Z1 to Z11 always apply.</b>

**Z1 Cession delegation and assignment**

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

**Z2 Joint ventures**

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

**Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

**Z4 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 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

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**

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

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

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## **Z10 Employer’s limitation of liability**

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

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

- Z11.1 or had a business rescue order granted against it.
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## Annexure A: Insurance provided by the Employer

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

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

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)



# C1.2 Contract Data

## Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address:	
	Tel No.	
	Fax No. N/A	
11.2(8)	The <i>direct fee percentage</i> is	
	The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		<b>CV's (and further key person's data including CVs)</b>
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>C2.2 the price list</b>
11.2(19)	The tendered total of the Prices is	<b>Rate Based (VAT Incl).</b>

## PART 2: PRICING DATA

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	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"><li>• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li><li>• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li></ul>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

### **Format of the *price list***

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

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

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

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

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

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

## C2.2 the price list

### 1. MEDUPI POWER STATION

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (ZAR)	AMOUNT(ZAR)
<b>1</b>	<b>Management of Contract</b>				
1.1	Management fee, Contract management and Programme for the Works, etc. (% to total sum of staff cost item 3.1 & 3.2)	%			
<b>2</b>	<b>SHEQ Requirements</b>				
<b>2.1</b>	<b>Supply of Personal protective clothing and equipment and to ensure the use thereof to full compliance</b>				
2.1.1	Safety Shoes, Steel toe capped	Each	3		
2.1.2	Protective clothing - overall	Each	3		
2.1.3	Protective clothing - ARC Flash suit	Each	3		
2.1.4	Gloves - pigskin	Each	3		
2.1.5	Hard hats	Each	3		
2.1.6	Ear protection - Earplugs	Each	100		
2.1.7	Ear protection - Earmuffs	Each	3		
2.1.8	Eye protection	Each	3		
2.1.9	Dust masks	Each	100		
2.1.10	Safety Glasses	Each	3		
<b>2.2</b>	<b>Medical surveillance</b>				
2.2.1	Provision medical certificate	Each	3		
<b>2.3</b>	<b>Safety file</b>				
2.3.1	Provision of safety file and maintenance for contract duration	Sum	1		
<b>3</b>	<b>Data Centre Cleaning</b>				
3.1	3 x Technical Cleaning Staff normal time	Hour	5 760		
3.2	3 x Technical Cleaning Staff over time	Hour	1 080		
<b>4</b>	<b>Travel</b>				
4.1	1 x site vehicle	km	9 600		
<b>TOTAL FOR X 1 YEAR</b>					
<b>TOTAL FOR X 3 YEARS</b>					

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

## 2. MATIMBA POWER STATION

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (ZAR)	AMOUNT(ZAR)
1	<b>Management of Contract</b>				
1.1	Management fee, Contract management and Programme for the Works, etc. (% to total sum of staff cost item 3.1 & 3.2)	%			
2	<b>SHEQ Requirements</b>				
2.1	<b>Supply of Personal protective clothing and equipment and to ensure the use thereof to full compliance</b>				
2.1.1	Safety Shoes, Steel toe capped	Each	2		
2.1.2	Protective clothing - overall	Each	2		
2.1.3	Protective clothing - ARC Flash suit	Each	2		
2.1.4	Gloves - pigskin	Each	2		
2.1.5	Hard hats	Each	2		
2.1.6	Ear protection - Earplugs	Each	100		
2.1.7	Ear protection - Earmuffs	Each	2		
2.1.8	Eye protection	Each	2		
2.1.9	Dust masks	Each	100		
2.1.10	Safety Glasses	Each	2		
2.2	<b>Medical surveillance</b>				
2.2.1	Provision medical certificate	Each	2		
2.3	<b>Safety file</b>				
2.3.1	Provision of safety file and maintenance for contract duration	Sum	1		
3	<b>Data Centre Cleaning</b>				
3.1	2 x Technical Cleaning Staff normal time	Hour	3 840		
3.2	2 x Technical Cleaning Staff over time	Hour	720		
4	<b>Travel</b>				
4.1	1 x site vehicle	km	9 600		
<b>TOTAL FOR X 1 YEAR</b>					
<b>TOTAL FOR X 3 YEARS</b>					

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

**3. KOMATI POWER STATION**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (ZAR)	AMOUNT(ZAR)
<b>1</b>	<b>Management of Contract</b>				
1.1	Management fee, Contract management and Programme for the Works, etc. (% to total sum of staff cost item <b>3.1 &amp; 3.2</b> )	%			
<b>2</b>	<b>SHEQ Requirements</b>				
<b>2.1</b>	<b>Supply of Personal protective clothing and equipment and to ensure the use thereof to full compliance</b>				
2.1.1	Safety Shoes, Steel toe capped	Each	2		
2.1.2	Protective clothing - overall	Each	2		
2.1.3	Protective clothing - ARC Flash suit	Each	2		
2.1.4	Gloves - pigskin	Each	2		
2.1.5	Hard hats	Each	2		
2.1.6	Ear protection - Earplugs	Each	100		
2.1.7	Ear protection - Earmuffs	Each	2		
2.1.8	Eye protection	Each	2		
2.1.9	Dust masks	Each	100		
2.1.10	Safety Glasses	Each	2		
<b>2.2</b>	<b>Medical surveillance</b>				
2.2.1	Provision medical certificate	Each	2		
<b>2.3</b>	<b>Safety file</b>				
2.3.1	Provision of safety file and maintenance for contract duration	Sum	1		
<b>3</b>	<b>Data Centre Cleaning</b>				
3.1	2 x Technical Cleaning Staff normal time	Hour	3 840		
3.2	2 x Technical Cleaning Staff over time	Hour	0		
<b>4</b>	<b>Travel</b>				
4.1	1 x site vehicle	km	9 600		
<b>TOTAL FOR X 1 YEAR</b>					
<b>TOTAL FOR X 3 YEARS</b>					

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

**4. MATLA POWER STATION**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (ZAR)	AMOUNT(ZAR)
1	<b>Management of Contract</b>				
1.1	Management fee, Contract management and Programme for the Works, etc. (% to total sum of staff cost item 3.1 & 3.2)	%			
2	<b>SHEQ Requirements</b>				
2.1	<b>Supply of Personal protective clothing and equipment and to ensure the use thereof to full compliance</b>				
2.1.1	Safety Shoes, Steel toe capped	Each	2		
2.1.2	Protective clothing - overall	Each	2		
2.1.3	Protective clothing - ARC Flash suit	Each	2		
2.1.4	Gloves - pigskin	Each	2		
2.1.5	Hard hats	Each	2		
2.1.6	Ear protection - Earplugs	Each	100		
2.1.7	Ear protection - Earmuffs	Each	2		
2.1.8	Eye protection	Each	2		
2.1.9	Dust masks	Each	100		
2.1.10	Safety Glasses	Each	2		
2.2	<b>Medical surveillance</b>				
2.2.1	Provision medical certificate	Each	2		
2.3	<b>Safety file</b>				
2.3.1	Provision of safety file and maintenance for contract duration	Sum	1		
3	<b>Data Centre Cleaning</b>				
3.1	2 x Technical Cleaning Staff normal time	Hour	3 840		
3.2	2 x Technical Cleaning Staff over time	Hour	720		
4	<b>Travel</b>				
4.1	1 x site vehicle	km	9 600		
<b>TOTAL FOR X 1 YEAR</b>					
<b>TOTAL FOR X 3 YEARS</b>					



The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

**5. KRIEL POWER STATION**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (ZAR)	AMOUNT(ZAR)
1	<b>Management of Contract</b>				
1.1	Management fee, Contract management and Programme for the Works, etc. (% to total sum of staff cost item 3.1 & 3.2)	%			
2	<b>SHEQ Requirements</b>				
2.1	<b>Supply of Personal protective clothing and equipment and to ensure the use thereof to full compliance</b>				
2.1.1	Safety Shoes, Steel toe capped	Each	2		
2.1.2	Protective clothing - overall	Each	2		
2.1.3	Protective clothing - ARC Flash suit	Each	2		
2.1.4	Gloves - pigskin	Each	2		
2.1.5	Hard hats	Each	2		
2.1.6	Ear protection - Earplugs	Each	100		
2.1.7	Ear protection - Earmuffs	Each	2		
2.1.8	Eye protection	Each	2		
2.1.9	Dust masks	Each	100		
2.1.10	Safety Glasses	Each	2		
2.2	<b>Medical surveillance</b>				
2.2.1	Provision medical certificate	Each	2		
2.3	<b>Safety file</b>				
2.3.1	Provision of safety file and maintenance for contract duration	Sum	1		
3	<b>Data Centre Cleaning</b>				
3.1	2 x Technical Cleaning Staff normal time	Hour	3 840		
3.2	2 x Technical Cleaning Staff over time	Hour	720		
4	<b>Travel</b>				
4.1	1 x site vehicle	km	9 600		
<b>TOTAL FOR X 1 YEAR</b>					
<b>TOTAL FOR X 3 YEARS</b>					

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

## 6. WITBANK

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (ZAR)	AMOUNT(ZAR)
1	<b>Management of Contract</b>				
1.1	Management fee, Contract management and Programme for the Works, etc. (% to total sum of staff cost item 3.1 & 3.2)	%			
2	<b>SHEQ Requirements</b>				
2.1	<b>Supply of Personal protective clothing and equipment and to ensure the use thereof to full compliance</b>				
2.1.1	Safety Shoes, Steel toe capped	Each	2		
2.1.2	Protective clothing - overall	Each	2		
2.1.3	Protective clothing - ARC Flash suit	Each	2		
2.1.4	Gloves - pigskin	Each	2		
2.1.5	Hard hats	Each	2		
2.1.6	Ear protection - Earplugs	Each	100		
2.1.7	Ear protection - Earmuffs	Each	2		
2.1.8	Eye protection	Each	2		
2.1.9	Dust masks	Each	100		
2.1.10	Safety Glasses	Each	2		
2.2	<b>Medical surveillance</b>				
2.2.1	Provision medical certificate	Each	2		
2.3	<b>Safety file</b>				
2.3.1	Provision of safety file and maintenance for contract duration	Sum	1		
3	<b>Data Centre Cleaning</b>				
3.1	2 x Technical Cleaning Staff normal time	Hour	3 840		
3.2	2 x Technical Cleaning Staff over time	Hour	384		
4	<b>Travel</b>				
4.1	1 x site vehicle	km	9 600		
<b>TOTAL FOR X 1 YEAR</b>					
<b>TOTAL FOR X 3 YEARS</b>					

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

## 7. DUVHA POWER STATION

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (ZAR)	AMOUNT(ZAR)
1	<b>Management of Contract</b>				
1.1	Management fee, Contract management and Programme for the Works, etc. (% to total sum of staff cost item 3.1 & 3.2)	%			
2	<b>SHEQ Requirements</b>				
2.1	<b>Supply of Personal protective clothing and equipment and to ensure the use thereof to full compliance</b>				
2.1.1	Safety Shoes, Steel toe capped	Each	2		
2.1.2	Protective clothing - overall	Each	2		
2.1.3	Protective clothing - ARC Flash suit	Each	2		
2.1.4	Gloves - pigskin	Each	2		
2.1.5	Hard hats	Each	2		
2.1.6	Ear protection - Earplugs	Each	100		
2.1.7	Ear protection - Earmuffs	Each	2		
2.1.8	Eye protection	Each	2		
2.1.9	Dust masks	Each	100		
2.1.10	Safety Glasses	Each	2		
2.2	<b>Medical surveillance</b>				
2.2.1	Provision medical certificate	Each	2		
2.3	<b>Safety file</b>				
2.3.1	Provision of safety file and maintenance for contract duration	Sum	1		
3	<b>Data Centre Cleaning</b>				
3.1	2 x Technical Cleaning Staff normal time	Hour	3 840		
3.2	2 x Technical Cleaning Staff over time	Hour	720		
4	<b>Travel</b>				
4.1	1 x site vehicle	km	9 600		
<b>TOTAL FOR X 1 YEAR</b>					
<b>TOTAL FOR X 3 YEARS</b>					

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

**8. KUSILE POWER STATION**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (ZAR)	AMOUNT(ZAR)
1	<b>Management of Contract</b>				
1.1	Management fee, Contract management and Programme for the Works, etc. (% to total sum of staff cost item 3.1 & 3.2)	%			
2	<b>SHEQ Requirements</b>				
2.1	<b>Supply of Personal protective clothing and equipment and to ensure the use thereof to full compliance</b>				
2.1.1	Safety Shoes, Steel toe capped	Each	3		
2.1.2	Protective clothing - overall	Each	3		
2.1.3	Protective clothing - ARC Flash suit	Each	3		
2.1.4	Gloves - pigskin	Each	3		
2.1.5	Hard hats	Each	3		
2.1.6	Ear protection - Earplugs	Each	100		
2.1.7	Ear protection - Earmuffs	Each	3		
2.1.8	Eye protection	Each	3		
2.1.9	Dust masks	Each	100		
2.1.10	Safety Glasses	Each	3		
2.2	<b>Medical surveillance</b>				
2.2.1	Provision medical certificate	Each	3		
2.3	<b>Safety file</b>				
2.3.1	Provision of safety file and maintenance for contract duration	Sum	1		
3	<b>Data Centre Cleaning</b>				
3.1	3 x Technical Cleaning Staff normal time	Hour	5 760		
3.2	3 x Technical Cleaning Staff over time	Hour	1 080		
4	<b>Travel</b>				
4.1	1 x site vehicle	km	9 600		
<b>TOTAL FOR X 1 YEAR</b>					
<b>TOTAL FOR X 3 YEARS</b>					

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

### 9. CAMDEN POWER STATION

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (ZAR)	AMOUNT(ZAR)
1	<b>Management of Contract</b>				
1.1	Management fee, Contract management and Programme for the Works, etc. (% to total sum of staff cost item 3.1 & 3.2)	%			
2	<b>SHEQ Requirements</b>				
2.1	<b>Supply of Personal protective clothing and equipment and to ensure the use thereof to full compliance</b>				
2.1.1	Safety Shoes, Steel toe capped	Each	2		
2.1.2	Protective clothing - overall	Each	2		
2.1.3	Protective clothing - ARC Flash suit	Each	2		
2.1.4	Gloves - pigskin	Each	2		
2.1.5	Hard hats	Each	2		
2.1.6	Ear protection - Earplugs	Each	100		
2.1.7	Ear protection - Earmuffs	Each	2		
2.1.8	Eye protection	Each	2		
2.1.9	Dust masks	Each	100		
2.1.10	Safety Glasses	Each	2		
2.2	<b>Medical surveillance</b>				
2.2.1	Provision medical certificate	Each	2		
2.3	<b>Safety file</b>				
2.3.1	Provision of safety file and maintenance for contract duration	Sum	1		
3	<b>Data Centre Cleaning</b>				
3.1	2 x Technical Cleaning Staff normal time	Hour	3 840		
3.2	2 x Technical Cleaning Staff over time	Hour	720		
4	<b>Travel</b>				
4.1	1 x site vehicle	km	9 600		
<b>TOTAL FOR X 1 YEAR</b>					
<b>TOTAL FOR X 3 YEARS</b>					

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

### 10. HENDRINA POWER STATION

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (ZAR)	AMOUNT(ZAR)
1	<b>Management of Contract</b>				
1.1	Management fee, Contract management and Programme for the Works, etc. (% to total sum of staff cost item 3.1 & 3.2)	%			
2	<b>SHEQ Requirements</b>				
2.1	<b>Supply of Personal protective clothing and equipment and to ensure the use thereof to full compliance</b>				
2.1.1	Safety Shoes, Steel toe capped	Each	2		
2.1.2	Protective clothing - overall	Each	2		
2.1.3	Protective clothing - ARC Flash suit	Each	2		
2.1.4	Gloves - pigskin	Each	2		
2.1.5	Hard hats	Each	2		
2.1.6	Ear protection - Earplugs	Each	100		
2.1.7	Ear protection - Earmuffs	Each	2		
2.1.8	Eye protection	Each	2		
2.1.9	Dust masks	Each	100		
2.1.10	Safety Glasses	Each	2		
2.2	<b>Medical surveillance</b>				
2.2.1	Provision medical certificate	Each	2		
2.3	<b>Safety file</b>				
2.3.1	Provision of safety file and maintenance for contract duration	Sum	1		
3	<b>Data Centre Cleaning</b>				
3.1	2 x Technical Cleaning Staff normal time	Hour	3 840		
3.2	2 x Technical Cleaning Staff over time	Hour	720		
4	<b>Travel</b>				
4.1	1 x site vehicle	km	9 600		
<b>TOTAL FOR X 1 YEAR</b>					
<b>TOTAL FOR X 3 YEARS</b>					

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

### 11. ARNOT POWER STATION

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (ZAR)	AMOUNT(ZAR)
1	<b>Management of Contract</b>				
1.1	Management fee, Contract management and Programme for the Works, etc. (% to total sum of staff cost item 3.1 & 3.2)	%			
2	<b>SHEQ Requirements</b>				
2.1	<b>Supply of Personal protective clothing and equipment and to ensure the use thereof to full compliance</b>				
2.1.1	Safety Shoes, Steel toe capped	Each	2		
2.1.2	Protective clothing - overall	Each	2		
2.1.3	Protective clothing - ARC Flash suit	Each	2		
2.1.4	Gloves - pigskin	Each	2		
2.1.5	Hard hats	Each	2		
2.1.6	Ear protection - Earplugs	Each	100		
2.1.7	Ear protection - Earmuffs	Each	2		
2.1.8	Eye protection	Each	2		
2.1.9	Dust masks	Each	100		
2.1.10	Safety Glasses	Each	2		
2.2	<b>Medical surveillance</b>				
2.2.1	Provision medical certificate	Each	2		
2.3	<b>Safety file</b>				
2.3.1	Provision of safety file and maintenance for contract duration	Sum	1		
3	<b>Data Centre Cleaning</b>				
3.1	2 x Technical Cleaning Staff normal time	Hour	3 840		
3.2	2 x Technical Cleaning Staff over time	Hour	720		
4	<b>Travel</b>				
4.1	1 x site vehicle	km	9 600		
<b>TOTAL FOR X 1 YEAR</b>					
<b>TOTAL FOR X 3 YEARS</b>					

### PART 3: SCOPE OF WORK

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

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

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The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

## **DESCRIPTION OF THE SERVICE**

### **Executive overview**

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations (Medupi, Komati, Matla, Kriel, Duvha, Kusile, Matimba, Camden, Arnot, Hendrina and Centrally in Witbank) with their associated rooms and cabinets on an as and when required basis for a period of three years.

### **Employer's requirements for the service**

The purpose of this document is to provide the technical scope of work for the establishment of a 3-year maintenance contract for industrial type batteries and battery rooms, at various power stations. There are in excess of 150 battery banks at each power station and it is required that these batteries are maintained on a monthly basis, to ensure availability and optimal performance of this critical part of plant. The technical scope specification and scope of work entails:

- Daily maintenance on Batteries.
- Continuous monitoring of the plant.
- Providing support and assistance to technical staff during outages.
- Battery capacity testing.
- Installations of all DC & PE equipment.
- Removal of redundant DC & PE equipment.

## **Supporting Clauses**

### **Scope**

This document covers the technical scope of work for the establishment of a 3-year maintenance contract for the installation, inspection, maintenance and cleaning of DC equipment, at various Power stations.

### **Applicable Codes and standards**

- [1] SANS 10108 – 2005 The Classification of hazardous locations and the selection of apparatus for use in such locations
- [2] SANS 60079-0 2005 Electrical apparatus for explosive gas atmospheres Part 0
- [3] SANS 60079-10 2006 Electrical apparatus for explosive gas atmospheres Part 10

### **Purpose**

The purpose of this document is to define the technical scope of work for the establishment of a 3-year maintenance contract with a maintenance Contractor for battery maintenance and battery room cleaning.

### **Normative/Informative references**

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

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

### Normative

- [1] ISO 9001 Quality Management Systems
- [2] Act no 85 Occupational Health and Safety Act, 1993
- [3] 240-56176113 - Classification of Battery Rooms
- [4] 36-681 Generation Plant Safety Regulations
- [5] 32-727 SHEQ Policy
- [6] 240-61182045 - DC Maintenance Engineering Standard
- [7] 240-108614758 - Maintenance of DC Supply Equipment
- [8] 240-118705836 - Maintenance of Batteries

### Informative

- [1] 240-56176113 Classification of Battery Rooms
- [2] 240-91177160 DC Technician Tools, Test Equipment and Accessories
- [3] 240-56536505 Hazardous location Standard
- [4] 240-56177186 Battery room standard

### Technical requirements

The technical requirement for the maintenance shall include the following plant:

- Flooded vented lead acid batteries
- ALCAD batteries
- VRLA Batteries
- Battery rooms

### Scope applicability and service requirements

The scope applicability and service requirement includes the provision of maintenance on industrial batteries, cleaning of batteries & battery rooms at various power stations. The Contractor shall provide all labour and the administration and management thereof, required to perform the Services specified herein.

### Power Station site Services Required

On the plant identified in above, the *Contractor* shall:

1. Record all cell voltages,
  2. Record all cell SG's,
  3. Record cell temperatures,
  4. Perform inspections on all cells in battery banks
  5. Top up cells with demineralised water
  6. Clean all cells in battery bank
  7. Clean battery room floors.
1. Attend site meetings and submit reports (e.g. Monthly status reports, Overtime etc.) as per

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the agreed schedule between Employer and Contractor.

2. Outage Scope of work (to be agreed between the Employer and the Contractor) execution and commissioning.
3. Attend daily site meetings, Safety meetings and other ad hoc meetings as required.
4. Compliance to all local site procedures/rules (SHEQ).
5. Adherence to work management principles.
6. All work to be conducted utilising approved QCPs (ISO 9001 compliant), and procedures.

### Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Description
DC	Direct Current
PE	Power Electronics
VRLA	Valve Regulated Lead Acid
ISO	International Organization for Standardization
SHEQ	Safety, Health, Environmental & Quality
QCPs	Quality Control Plans
SOW	Scope Of Work

### Management strategy and start up.

#### The *Contractor's* plan for the *service*

#### Work execution

The *Contractor* performs work under the instruction of the PE maintenance supervisor. The supervisor will oversee the work at all times.

The *Contractor* also performs plant maintenance work, work on related outages. All *works* provided must comply with the standard specifications, procedures and Site regulations.

Should the *Contractor* be unable to supply the resources required to complete a Task within the period specified, he immediately notifies the *Contract Manager* to this effect. The notification includes recommendations as to how the work can be completed.

### Management meetings

The Contractor is to attend daily and monthly meetings to discuss among other things safety, planning and activities of a technical nature, performance, and other matters of a general nature. The purpose of the meetings is to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Meetings of a specialist nature may be convened as may be required by either party if it relates to performance issues and at times or locations to suit the Parties. Records of these meetings shall

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

be submitted to the *Contract Manager* by the person convening the meeting within five days of the meeting.

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

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

#### **Skills Required**

The Contractor must possess the skills to satisfy the requirements of the plant areas as per the required SOW. The Contractor Staff must have minimum Matriculation Certificate and valid driver's licence.

The *Contractor* provides staffing according to the numbers and designations required. Station numbers can be changed (increased or decreased) by the delegated Contract Manager by following the contractual process.

#### **Training and Safety Required**

Eskom will provide training to the Contractor's Staff on battery maintenance. The Contractor will provide PPE to the Contractor's Staff. The PPE will be according to Eskom specification. It is required that each person working under the contractor be issued the following PPE:

2 x Acid Resistant overalls

1 x Category One Arc Flash overalls

1 x Safety boots/shoes

Hearing protection (Ear Muffs & ear plugs)

Hard Hat

Eye protection

Dust masks (to be readily available)

The Contractor to ensure that all PPE is inspected on a regular basis to ensure it is still safe for use.

A safety file must be provided and maintained. The file should contain all required safety information related to the staff on site and documented information. Upon award of contract, the file must be populated and be available for audit by SHEQ personnel.

#### **Equipment and Chemicals Required**

Eskom will provide the battery maintenance equipment and the Contractor to ensure that all tools and electrical equipment are inspected regularly, and inspection sheets filed as per the OHSACT requirements.

#### **Transport Required**

The Contractor must possess a vehicle on each site to be able to perform the maintenance work on all the outside plant batteries on site. This vehicle must be permanently assigned to each site and not shared.

#### **Documentation control**

All documentation relating to this Contract must be kept in one original file and one duplicate file which will be compiled by the Contractor's resources according to documentation management system. The original file will be kept by the Contractor and the duplicate file will be submitted to the Employer for storage.

#### **Invoicing and payment**

The Z clauses make reference to invoicing procedures stated here in this Service Information.

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Within one week of receiving a payment certificate from the *Contract 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 *Contract 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)

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

#### **Equipment**

Not Applicable.

#### **Information and other things**

The Contractor to share a duplicate file as per 2.4 above.

#### **Management of work done by Task Order**

Refer to clause X19 in this Contract.

#### **Health and safety, the environment and quality assurance**

##### **Health and safety risk management**

Refer to clause Z7 in this Contract.

#### **Environmental constraints and management**

All work complies with the relevant environmental regulations.

The *works* may include the use of some toxic or hazardous substances during normal routine maintenance activities. In this case the *Contractor* uses such hazardous substances in accordance with the applicable regulations and procedures and are disposed of by the *Contractor* in accordance with the applicable law. The *Contractor* shall comply with the environmental criteria and constraints as per Power Station Requirements.

#### **Quality assurance requirements**

The *Contractor* complies with the Quality Procedures and codes as per Power Station Requirements and codes relevant for each Task Order. The Contractor to also comply with applicable regulations and procedures including ISO 9001:2015 or latest Standards.

#### **Procurement**

### **CONTRACTUAL REQUIREMENTS**

#### **People**

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom’s coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years

**Minimum requirements of people employed**

The Employer expects the Contractor to meet the minimum requirements as stated in Appendix A.

**BBBEE and preferencing scheme**

**All tenderers are required at a minimum maintain their BBBEE status throughout the contract period:**

**Supplier Development Localisation**

The Contractor to propose attainable achievements regarding procurement, skills development, number of jobs to be created and maintained.

Note:

- a) Eskom shall be permitted to retain 2.5% (two and half percent) of the invoices (including VAT) as security for the fulfilment by the tenderers of their SD&L obligations.
- b) Once Eskom has verified that tenderers have fulfilled their SD & L obligations, the 2.5% retained shall be approved for reimbursement by Eskom to tenderers within 90 (ninety) days of verification by Eskom.

**Working on the Affected Property  
Health and safety facilities on the Affected Property**

Refer to clause Z7 in this Contract.

**Environmental controls, fauna & flora**

Refer to clause Z7 in this Contract.

**Equipment provided by the Employer**

The Employer will provide all the necessary test equipment as per Scope of Work. The Contractor shall provide everything else necessary for Providing the Service.

**Site services and facilities**

**Provided by the Employer**

The Employer will provide all the necessary facilities as per Scope of Work, the Contractor shall provide everything else necessary for Providing the Service.

**Control of noise, dust, water and waste**

The Contractor is expected to comply with Power Stations Requirements and Procedures.

**Hook ups to existing works**

The Contractor is expected to comply with Power Stations Requirements and Procedures.

**List of drawings**

**Drawings issued by the Employer**

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

Drawing number	Revision	Title
N/A		

The provision of installation, inspection, maintenance and cleaning services of DC equipment for Eskom's coal fired Power Stations with their associated rooms and cabinets on an as and when required basis for a period of three years