



Between	ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)	
and	[Insert at award stage] (Reg No. _____)	
for	THE PROVISION FOR THE MAINTENANCE OF ALL THE PERMANENT RACK AND PINION ELEVATORS AT KUSILE POWER STATION FOR A PERIOD OF 5 YEAR (60 Months)	
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CONTRACT No.	[]	

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
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C1.1 Form of Offer & Acceptance

Offer

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

THE PROVISION FOR THE MAINTENANCE OF ALL THE PERMANENT RACK AND PINION ELEVATORS AT KUSILE POWER STATION FOR A PERIOD OF 5 YEARS (60 MONTHS)

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	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is	R
	(in words)	

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

Signature(s)			
Name(s)			
Capacity			
For the tenderer:			
Name & signature of witness	(Insert name and address of organisation)		
		Date	
Tenderer's CIDB registration number:			

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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	Eskom Holdings SOC Limited Kusile Power Station R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank		
Name & signature of witness	(Insert name and address of organisation)		Date

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

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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			Christopher Nani
Capacity			General Manager
On behalf of	(Insert name and address of organisation)		Eskom Holdings SOC Limited Kusile Power Station R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank
Name & signature of witness			
Date			

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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 April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 3005
	Fax No.	011 800 3969
10.1	The <i>Service Manager</i> is (name):	TBA
	Address	Eskom Holdings SOC Limited Kusile Power Station R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank
	Tel	

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

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	Fax	
	e-mail	
11.2(2)	The Affected Property is	Kusile Power Station
11.2(13)	The <i>service</i> is	The provision for the Maintenance and Repairs of Rack and Pinion Elevators at Kusile Power Station on an “as and when required basis” for a Period of Three (3) Years.
11.2(14)	The following matters will be included in the Risk Register	Safety, Health, Environment and Quality Financial risks Technical risks Skills and competencies Supply related risks
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	Five (5) working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks before the Contract Start Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	60 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 25th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days as per Eskom Finance Procedures
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Bank of South Africa Reserve Bank 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

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		(ii) the Repo rate applicable at the time for amounts due
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	The <i>Employer</i> provides these insurances from the Insurance Table	None
9	Termination	There is no Contract Data required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Four 4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

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	The place where arbitration is to be held is	Republic of 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 <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages	Limited to 10% of the Task Order value		
X17.1	The <i>service level table</i> is in	As per Annexure "B"		
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	(See Annexure A for basic guidance).		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance		

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		policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Five (5) days of receiving the Task Order Breakdowns as stipulated by the <i>Service Manager</i> Conditions apply
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.2	From the <i>starting date</i> until the end of the <i>service period</i> , the <i>Contractor</i> reports to the <i>Service Manager</i> his performance against each of the Key Performance Indicators.	Key Performance Indicators will be agreed between Service Manager and the Contractor. There will be no incentives attached to these indicators however they will be used for performance management
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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.	

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Z2	Joint ventures
Z2.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 <i>Contractor</i> , 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 <i>Contractor's</i> obligation to Provide the Service or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).
Z4.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if the <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> 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 <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from the approved vendor data base of the <i>Employer</i> 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.

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Z5	Confidentiality
Z5.1	The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z5.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z5.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> 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 <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z5.5	The <i>Contractor</i> 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 <i>Service Manager</i> or the <i>Adjudicator</i> 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 <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>: • accepts that the <i>Employer</i> 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 <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, 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 <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
Z7.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , 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 <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.

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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 <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z8.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z8.3	The <i>Contractor</i> (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 <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z9	Notifying compensation events
Z9.1	Delete the last paragraph of core clause 61.3 and replace with: If the <i>Contractor</i> 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.
Z10	<i>Employer's</i> limitation of liability
Z10.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z10.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> 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.

Z12 Contract Financial Commitments

- Z12.1 Task orders will be issued by the *Service Manager* on an "as and when" required basis. The liability of the *Employer* is limited to the total of the Prices stated in the specific Task Order and not the total Price stated in the Service Information. The *Employer* is not obliged to issue any Task Order to the *Contractor* despite the *Contractor* being awarded the contract.

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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)

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Annexure B: Table of low service damages (X17)

Low Service Damage Description	Value of Low Service Damages	Limit of Low Service Damage
Service delaying (Delaying other Contractor(s) from starting/completing their work)	5% of Task Order per day	Limited to 20% of the Task Order value
Service delays not finishing as per agreed upon schedule submitted to the <i>Service Manager</i>	2% of Task Order per day	Limited to 10% of the Task Order value
Late response to call-outs for emergency release of people	5% of Task Order for each call-out	Limited to 30% of the Task Order value
Submission of documents as per agreed upon CDSS in this <i>service agreement</i>	2% of Task Order per day	Limited to 10% of the Task Order value
Rework due to poor workmanship	2% of Task Order per day	Limited to 10% of the Task Order value
Daily Progress Updated Schedule	2% of Task Order per day	Limited to 10% of Task Order Value
Response of NCR within 3 days	2% of Task Order per day	Limited to 10% of Task Order Value

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

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.	
	Email:	
	<i>Fee percentage below works as follows:</i>	<i>Compensation events: direct expenditure (subject to quotation acceptance) will be paid in full by Eskom plus this % fee)</i>
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	C3.1 TSC3 EMPLOYER'S SERVICE INFORMATION
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:	

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		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	Rand
11.2(19)	The tendered total of the Prices is	R

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

PART 2: PRICING DATA

TSC3 Option A

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

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

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 for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

C2.2 the *price list*

Item nr	Description	Unit	Quantity	Rate	Price
1	MAINTENANCE OF LIFTS				
1.1	U1 ACC LIFT	MONTHLY	60		
1.2	U2 ACC LIFT	MONTHLY	60		
1.3	U3 ACC LIFT	MONTHLY	60		
1.4	U4 ACC LIFT	MONTHLY	60		
1.5	U5 ACC LIFT	MONTHLY	60		
1.6	U6 ACC LIFT	MONTHLY	60		
1.7	CHIMNEY EAST LIFT	MONTHLY	60		
1.8	CHIMNEY WEST LIFT	MONTHLY	60		
1.9	COAL SILO 1 LIFT	MONTHLY	60		
		SUBTOTAL			
2	EMERGENCY CALL-OUTS				
2.1	TECHNICIAN	PER HOUR			
2.2	ASSISTANT	PER HOUR			
		SUBTOTAL			
3	ANNEXURE O (2YEARLY)				
3.1	U1 ACC LIFT	2YEARLY	4		
3.2	U2 ACC LIFT	2YEARLY	4		
3.3	U3 ACC LIFT	2YEARLY	4		
3.4	U4 ACC LIFT	2YEARLY	4		
3.5	U5 ACC LIFT	2YEARLY	4		
3.6	U6 ACC LIFT	2YEARLY	4		
3.7	CHIMNEY EAST LIFT	2YEARLY	4		
3.8	CHIMNEY WEST LIFT	2YEARLY	4		
3.9	COAL SILO 1 LIFT	2YEARLY	4		
		SUBTOTAL			

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

The total of the Prices

SPARES					
	Chimney lift Scando Lift 813463 and 813464				
	Item Description	Part number	Unit Price	Quantity	Total Price
	Spring	9019671-000		5	
	Pipe clamp	3001195-309		5	
	Handle	3000524-405		5	
	Door lock	3002143-103		5	
	Cage				
	Guide roller	9062878-000R		6	
	Guide roller	9062878-200R		6	
	Cage door				
	Pipe clamp	3001195-309		12	
	Gate roller	9062178-100		6	
	Gate roller pulley	9092804-000		6	
	Lifting loop	9066435-260		6	
	Excenter	9104310-000		6	
	Slide shoe	9066331-060		6	
	Compression spring	0414850-000		6	
	Machinery				
	Pinion	9064317-000		4	
	Guide roller	9099229-050R		6	
	Counter roller, gear box	9064142-000		5	
	Shaft coupling	3002301-410		5	
	Friction disc	3001263-681		6	
	Brake drum	9095170-000		5	
	Motor Brake	3001263-683		5	
	Brake	3001263-683R		5	
	Cable guiding device				
	Spring set	9030941-000		5	
	Control system, ALC				
	Cage CPU	3002218-271		4	
	Base CPU	3002218-272		4	
	Landing card	3002218-206		6	
	Circuit board	3002218-214		5	
	Contactor, for 1 motor drive VFC				
	Contactor	3002192-075		6	
	Auxillary contact block	3002192-451		6	
	Auxillary contact block	3002192-452		6	

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

	Rectifier	3000600-160		6	
	Varistor	9081970-000		7	
	Push button	3002071-801		6	
	Push button	3002071-804		6	
	Push button	3002071-800		6	
	Contact block	3002071-830		6	
	Contact block	3002071-831		6	
	Fitting	3002071-860		6	
	Rubber cloth	3002071-863		4	
	Main switch	3001986-415		6	
	Phase failure relay	3001859-406		6	
	Limit switch	3000263-950		6	
	Limit switch	3000263-902		6	
	Limit switch	3000264-101		6	
	Relay	3000808-213		6	
	Relay	3000808-233		6	
	Switch arm	3000263-704		6	
	Pulse transmitter	3001964-180		6	
	Corrosion protection,	3002301-101		12	
	Corrosion protection,	3002301-105		8	
	Battery	3001187-330		6	
	Lubricants				
	Cog Grease,	3001396-108		41	
	Alloil VN,	9041980-000		6	
	Ali-low-fric cable grease	9052045-000		14	
				TOTAL:	
	Coal silo lift(813038) and ACC lifts (812959) spares and estimate for 3 years				
	Description	Part number		Quantity	
	Guide roller 80 shore	9094988-000		10	
	Guide roller Nodular Iron	9094988-020		10	
	Shaft A=28	9095056-028		4	
	Shaft A=45	9095056-045		4	
	Rubber washer	3001665-461		10	
	Cage door Folding				
	Roller	9094955-000		4	
	Roller	9094909-000		4	
	Bushing	9054937-000		4	
	Sliding shoe	9056419-000		4	
	Sealing strip (length 2 m)	3000513-001		4	

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

	Bushing housing	9094957-000		4	
	Fix bracket	9054898-000		4	
	Bushing housing	9094967-000		4	
	EN 81 lock Handle	9056924-000		4	
	Glass	9053971-000		4	
	Rubber molding, meters	3000941-101		4	
	Cage door Sliding				
	Top roller	9069316-000		10	
	Bearing for top roller	3000103-202		4	
	Circlip for top roller	3000133-133		8	
	Sliding bushing top	3002227-455		8	
	Bracket top roller, left	9092550-105		4	
	Bracket top roller, right	9092550-205		4	
	Panel link top and bottom	9092574-005		4	
	Bottom roller	9094268-000		4	
	Bearing bottom roller	3000103-221		10	
	Circlip for bottom roller	3000133-125		4	
	Sliding bushing bottom	9093428-000		10	
	Bolt for bottom roller	3000672-786		10	
	Window	9095639-000		6	
	Door panel seal	9093792-010		6	
	Landing door				
	Pipe clamp	3001195-309		10	
	Bushing	9067195-000		4	
	Compression spring	3001227-026		4	
	Compression spring	3001227-030		4	
	Bushing	9067428-000		4	
	Bushing	3002227-200		4	
	Cam	9095319-000		4	
	Handle	9066191-000		10	
	Vindlock	9065235-009		4	
	Machinery				
	Guide roller	9099229-050R		12	
	Guide roller 72 steel	9064142-000		10	
	Roller 120	9095306-100		10	
	Pinion 115 z23	9064317-000		10	
	Pinion,200 z40	9057060-000		4	
	Spring	3001229-108		4	
	Coupling Pulse transmitter	3002301-410		4	
	Pulse transmitter	3001964-180		4	
	Brake lining disc 16	3001263-680R		4	
	Brake lining disc 19	3001263-681		4	
	Brake	3001263-682		4	
	Brake	3001263-683R		4	

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

	Brake release cable			6	
	Teletext cable	3002297-150		4	
	Brake	3001263-684		4	
	Alimak Centrifugal Brake Complete	9095236-Sub		4	
	C-brake nave	9109009-100		4	
	Rubber bellows	3001231-622		6	
	El. motor, 7 kW, PTC	3001263-200		4	
	El. motor, 8,8 kW, PTC	3001263-210		4	
	El. motor, 8,8 kW, CSA	3001263-213		4	
	El. motor, 13 kW	3001263-220		4	
	El. motor, 13 kW, PTC, heater, CSA	3001263-223		4	
	El. motor, 13 kW, EN	3001263-231		4	
	Safety device				
	Guide roller Rubber	9066129-000		10	
	Cable trolley, 9098976-sub				
	Shaft	9010381-009		4	
	Roller	9005438-000		4	
	Cable guide				
	Rubber spring	9002991-000		10	
	Control system ALC II				
	Cage CPU 3002218-271 1 688,89	3002218-271		4	
	Base CPU 3002218-272 1 266,67	3002218-272		4	
	Landing card 3002218-206 176,67	3002218-206		4	
	ULN Circuit landing 3002127-530				
	9,89	3002127-530		4	
	Display 3002218-237 221,11	3002218-237		4	
	Electric equipment				
	Limit switch, landing door, cage door	3000263-900		10	
	Limit switch, up/down, reference & retardation	3000263-957		4	
	Limit switch, cage door	3000263-902		4	
	Final limit switch	3000263-951		4	
	Switch	3001860-654		4	
	Switch	3002071-440		4	
	Push button (emerg.)	3002071-804		8	
	Contact block	3002071-830		8	
	Contact block	3002071-831		4	
	Push button black	3002071-800		8	
	Push button for light	3002071-801		4	
	Membrane	3002071-863		8	
	Selector switch, norm/insp	3000869-155		4	
	Selector switch, emergency	3000869-156		4	
	Actuator	9102466-001		4	
	Flourescent tube	3000815-111		8	

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	Circuit breaker	3001864-108		4	
	Rectifier	3000600-160		4	
	Varistor	9081970-000		4	
	Fuse automatic	3001860-110		5	
	Battery charger	3001930-002		3	
	Battery	3001187-330		4	
	Contactor	3002192-075		4	
	Contactor	3002192-201		4	
	Contactor	3002192-356		4	
	Aux.contact block	3002192-451		8	
	Aux.contact block	3002192-452		8	
	Interference protection	3002192-528		4	
	Relay	3000808-213		4	
	Relay	3000808-231		4	
	Relay	3000808-233		4	
	Relay socket	3000808-215		4	
	Relay socket	3000808-235		4	
	Relay contactor	3002192-405		4	
	Fuse automatic	3000817-410		4	
	VFC, 15 kW	3002120-026		2	
	VFC, 30 kW	3002120-028		2	
	VFC, 45 kW	3002120-030		2	
	Trailing cable	3002198-500		4	
	Lubricants				
	Cog grease, 24 lubrications of the rack, 400g	3001396-108		40	
	Alioil Tropic,	9041980-000		20	
	Ali-low-fric cable grease	9052045-000		4	
	Corrosion protection	3002301-101		14	
	Corrosion protection	3002301-105		14	
	Tools				
	Release tool interlocking	9095407-001		1	
	Key, interlocking, landing door	9057925-000		1	
	Cranking lever safety device	9020639-000		1	
	Socket safety device	0477801-000		1	
	Wrench for guide roller	0390757-000		1	
				TOTAL	
				TOTAL	

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's</i> Service Information	
C3.2	<i>Contractor's</i> Service Information	
	Total number of pages	

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

C3.1: EMPLOYER'S SERVICE INFORMATION

Description of the service

Executive overview

The provision for the maintenance of all permanent rack and pinion elevators at Kusile Power Station for 36Months

Employer's requirements for the service

The Contractor is expected to do maintenance service on all the permanent rack and pinion elevators at Kusile Power Station.

More detailed scope is on the Rack and Pinion Elevators Scope of work, Document Identifier: 240-99242525

Scope of Work

The contractor will be responsible for all Rack and Pinion Lifts at Kusile Power Station. He will always ensure compliance to the O & M manuals requirements. The lifts SOW will include but not be limited to the following:

1.1 Switchgear and Control Gear

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) External inspection
- c) Cleaning of switchgear, control panels and circuit breakers
- d) Cleaning of termination boxes and junction boxes
- e) Maintenance and testing of all limit switches and other sensing devices
- f) Maintenance of circuit breakers and contactors
- g) Maintenance of mechanical interlocking devices
- h) Maintenance/checking of the buttons and displays
- i) Maintenance of all earthing
- j) Maintenance of cable terminations
- k) Maintenance of auxiliary components
- l) Check that the emergency lighting is in order at all times

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

- m) Disconnect and reconnect electrical equipment - cables, switches etc.
- n) Ensure all hazardous location specifications are adhered to
- o) Attend to breakdowns, defects, fault finding and carrying out repairs.
- p) Check and ensure that all wires, sealing glands and connections are correct and secure
- q) Ensure that the operation of the control system is correct and all the settings on all equipment are correct

Electrical Motors and Brakes

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) Repair and overhaul motors
- c) External inspections
- d) Testing of motors (winding resistance, insulation resistance and PI test)
- e) Test running of motors
- f) Ensure that the lift car stops within the acceptable limits
- g) Disconnecting and reconnecting of motors and brakes
- h) Clean the electric motor cooling flanges when necessary.
- i) Check motor overload protections are set as stated on the motor nameplate or datasheet supplied
- j) Maintenance of electrical terminations
- k) Ensure that the motor, end shields and covers are properly secured
- l) Maintenance and testing of brakes
- m) Maintenance of all earthing
- n) Clean motors, cooling flanges and brakes, check for mechanical damages
- o) Check and adjust brake lining as per O & M Manual
- p) Check to ensure the correctness of the brake torque with spring balance (ensure the stopping positions does not exceed stated values)
- q) Inspect centrifugal brake and adjust accordingly

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

- r) Lubricate all bearings and slide surfaces
- s) Inspect, repairs and test control device's ball bearings
- t) Maintenance of auxiliary components
- u) Ensure all hazardous location specifications are adhered to
- v) Attend to breakdowns, defects, fault finding and carrying out repairs

Cabling and Earthing

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) Cable fault location
- c) Carry out cable joints according to regulations and O&M manuals
- d) Installing, replacing, repairing and terminations
- e) Maintenance of all earthing
- f) Testing and other required tests
- g) Maintenance of cableways and cable guides for debris
- h) Maintenance of cable supports and baskets and/or trolleys
- i) Maintenance of cable crunches, joints and glands
- j) Check all cables for wear and ensure that there are no kinks.
- k) Also check cable attachments and fixtures in lift mast.
- l) Check all screw joints of racks and mast joints are properly tightened as well as those attaching mast in base frame
- m) Disconnecting and reconnecting cables
- n) Ensure all hazardous location specifications are adhered to
- o) Attend to breakdowns, defects, fault finding and carrying out repairs
- p) Maintenance of cable trolleys and baskets

Domestic Circuits

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

- b) Maintenance of distribution boards
- c) Maintenance of all 220V cables
- d) Maintenance of 220V sockets outlets
- e) Check the function of all emergency indications (alarm, light and voice)
- f) Maintenance and testing of standby/emergency lighting
- g) Issuing of COC's
- h) Check and replace the corroded protection devices which are located inside the electrical panel
- i) Carrying out modifications on the existing system if required by engineering
- j) Statutory testing e.g. earth leakage testing
- k) Ensure all hazardous location specifications are adhered to
- l) Attend to breakdowns, defects, fault finding and carrying out repairs

Gearbox, Pinions and Racks

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) Maintenance of the gearbox and rack and pinion
- c) Check the oil levels and top-up if necessary to required levels
- d) Repair and overhaul of the gearbox
- e) External inspection
- f) Check for leaks and replace seals identified from inspection/services
- g) Ensure that all equipment is secured with all required bolts/nuts
- h) Ensure correct torques settings are used at all times
- i) Check and record wear on rack and pinion
- j) Check that all screw joints are properly tightened
- k) Ensure all hazardous location specifications are adhered to
- l) Attend to breakdowns, defects, fault finding and carrying out repairs

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

Pit and Landing Entrances

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) Check functionality of the pit and shaft lights
- c) Ensure all necessary safety and emergency signage displayed and in good order
- d) Ensure the landing indication lights are working correctly
- e) Ensure landing call buttons are functional, if not they must be repaired
- f) Ensure area is clean and dry and free of debris
- g) Check that all entrance door guides are clean and clear of all debris
- h) Ensure all hazardous location specifications are adhered to

Lift Car

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) External inspection
- c) Lubrication of doors
- d) Ensure functionality of communication system/intercom inside lift car
- e) Fixing of the intercom system
- f) Ensure emergency contacts and numbers as well as safety signage is displayed and in good order
- g) Check functionality of the door system, also repair/adjust where necessary
- h) Check all electrical interlocks by making test runs with interlocks
- i) Test and check functionality of the emergency lowering device
- j) Check and repair all mechanical interlocks
- k) Check and repair all car, landing doors, mechanical lock/interlocks and ramp for wear
- l) Grease bearings and slide surfaces, roof trap doors and electric cabinet hinges
- m) Maintenance and repair of emergency lights and alarm system
- n) Maintenance of car buttons and key switches
- o) Ensure functionality of the car call buttons

The Provision for the Maintenance of all the permanent Rack and Pinion Elevators at Kusile Power Station for a period of 5 years (60 months)

- p) Check and repairs safety devices for wear and test
- q) Ensure doors lands level with the floor
- r) Clean car floor and roof
- s) Ensure all hazardous location specifications are adhered to
- t) Attend to breakdowns, defects, fault finding and carrying out repairs

Buffers

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) External inspection
- c) Maintenance of the equipment
- d) Lubrication of the equipment
- e) Test for proper operation
- f) Ensure all hazardous location specifications are adhered to
- g) Attend to breakdowns, defects, fault finding and carrying out repairs

List of Lifts to be maintained

Description	Load Capacity (KG)/ No. of Persons	Type of lift(all electrically driven)	Manufacturer
U1 ACC Lift	1000/13	Rack and Pinion	Alimak Hek
U2 ACC Lift	1000/13	Rack and Pinion	Alimak Hek
U3 ACC Lift	1000/13	Rack and Pinion	Alimak Hek
U4 ACC Lift	1000/13	Rack and Pinion	Alimak Hek
U5 ACC Lift	1000/13	Rack and Pinion	Alimak Hek
U6 ACC Lift	1000/13	Rack and Pinion	Alimak Hek
Coal Silo No.1 Lift	1000/13	Rack and Pinion	Alimak Hek
Chimney East	1400/16	Rack and Pinion	Alimak Hek

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Chimney West	1400/16	Rack and Pinion	Alimak Hek
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Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

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Management strategy and start up.

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.

Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed 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.

Depending on the size and complexity of the *service*, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The following text could be used as a model for this section:

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 and _____</i>

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

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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

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogram from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

Provision of bonds and guarantees

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

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

Documentation control

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.

Invoicing and payment

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

Within 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)

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

Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

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.

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.

Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

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

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'.

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.

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.

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Health and safety, the environment and quality assurance

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: Kersemi Pather

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

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 _____

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.

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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.

People

Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

BBBEE and preferencing scheme

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

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

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

Subcontracting

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.

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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.

Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

Plant and Materials

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.

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.

***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*.

Tests and inspections before delivery

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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.

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*’.

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Working on the Affected Property (Kusile Power Station)

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.

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

Sites such as Kusile 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

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.

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.

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.

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.

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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.

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.

Site services and facilities

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.

Provided by the *Contractor*

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

Control of noise, dust, water and waste

State requirements, if any.

Hook ups to existing works

State any constraints

Tests and inspections

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].

Materials facilities and samples for tests and inspections

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State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

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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