A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30) and for Installation, transport, commission and maintenance of domestic and industrial air-conditioning and refrigeration systems on an as-and-when required basis at various Eskom sites.

Contents:

Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments) 

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Documentation prepared by: Phumzile Dlkgole
C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Installation, transport, commission and maintenance of domestic and industrial air-conditioning and refrigeration systems on an as-and-when required basis at various Eskom sites.

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

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

<table>
<thead>
<tr>
<th>The offered total of the Prices exclusive of VAT is</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Added Tax @ 14% is</td>
<td>R</td>
</tr>
<tr>
<td>The offered total of the Prices inclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>(in words)</td>
<td></td>
</tr>
</tbody>
</table>

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

Signature(s)

Name(s) ........................................................................................................................................................................
Capacity ........................................................................................................................................................................
For the tenderer: ....................................................................................................................................................................

Name & signature of witness....................................................................................................................................................
Date

Tenderer’s CIDB registration number: ........................................................................................................................................
Acceptance

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

The terms of the Contract, are contained in:

   Part 1  Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
   Part 2  Pricing Data
   Part 3  Scope of Work: Works Information
   Part 4  Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s) 

Capacity

for the Employer

(Insert name and address of organisation)

Name & signature of witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, ‘Alternative Tender No. _____’. 
**Schedule of Deviations**

**Note:**

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:**

- Signature
- Name
- Capacity
- On behalf of *(insert name and address of organisation)*
- Name & signature of witness
- Date

**For the Employer:**

- Signature
- Name
- Capacity
- On behalf of *(insert name and address of organisation)*
- Name & signature of witness
- Date
## C1.2 Contract Data

**Data provided by the Employer**

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.1</td>
<td>The Employer is (Name):</td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</td>
</tr>
<tr>
<td>10.1 &amp; 14.4</td>
<td>The Employer’s representative to whom the Employer in terms of clause 14.4 delegates his actions' is (Name):</td>
<td>MR RONALD NIRANJAN</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>ESKOM PARK CNR. WATERMEYER AND JELLICOE STR WITBANK 1035</td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td>013 693 3554</td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td>086 662 0852</td>
</tr>
<tr>
<td></td>
<td>E-mail address</td>
<td><a href="mailto:ronald.niranjan@eskom.co.za">ronald.niranjan@eskom.co.za</a></td>
</tr>
<tr>
<td>11.2(11)</td>
<td>The works are</td>
<td>Installation, commission and maintenance of domestic, industrial, air-conditioning and refrigeration on an as-and –when required basis.</td>
</tr>
<tr>
<td>11.2(13)</td>
<td>The Works Information is in</td>
<td>the document called ‘Works Information’ in Part 3 of this contract.</td>
</tr>
<tr>
<td>11.2(12)</td>
<td>The Site Information is in</td>
<td>the document called ‘Site Information’ in Part 4 of this contract.</td>
</tr>
<tr>
<td>11.2(12)</td>
<td>The site is</td>
<td>[Various Eskom sites that will be indicated on purchase order.</td>
</tr>
<tr>
<td>30.1</td>
<td>The starting date is.</td>
<td>01 September 2017</td>
</tr>
<tr>
<td>11.2(2)</td>
<td>The completion date is.</td>
<td>31 August 2020</td>
</tr>
<tr>
<td>13.2</td>
<td>The period for reply is</td>
<td>1 week</td>
</tr>
<tr>
<td>40</td>
<td>The defects date is</td>
<td>52 weeks after Completion</td>
</tr>
<tr>
<td>41.3</td>
<td>The defect correction period is</td>
<td>1 week</td>
</tr>
<tr>
<td>50.1</td>
<td>The assessment day is the</td>
<td>20 of each month.</td>
</tr>
<tr>
<td>50.5</td>
<td>The delay damages are</td>
<td>500 per day</td>
</tr>
<tr>
<td>50.6</td>
<td>The retention is</td>
<td>0%</td>
</tr>
</tbody>
</table>
51.2 The interest rate on late payment is 0%.

80.1 The Contractor is not liable to the Employer for loss of or damage to the Employer’s property in excess of the amount of the deductibles relevant to the event described in the applicable “Format ECSC3” policy available on [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).

82.1 The Employer provides this insurance as stated for “Format ECSC3” available on [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). (See Annexure A for basic guidance).

82.1 The minimum amount of cover for the third insurance stated in the Insurance Table is: whatever the Contractor deems necessary in addition to that provided by the Employer.

82.1 The minimum amount of cover for the fourth insurance stated in the Insurance Table is: As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor’s 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).


93.1 The Adjudicator is The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see [www.ice-sa.org.za](http://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).

93.2(2) The Adjudicator nominating body is: the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See [www.ice-sa.org.za](http://www.ice-sa.org.za)) or its successor body.

93.4 The tribunal is: arbitration.
The arbitration procedure is the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

The place where arbitration is to be held is Emalahleni 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.

The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013) and the following additional conditions Z1 to Z11 which always apply:

Z1 Cession delegation and assignment

Z1.1 The Contractor does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer.

Z1.2 Notwithstanding the above, the Employer may on written notice to the Contractor cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

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

Z2.1 Where a change in the Contractor’s legal status, ownership or any other change to his business composition or business dealings results in a change to the Contractor’s B-BBEE status, the Contractor notifies the Employer within seven days of the change.

Z2.2 The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Employer within thirty days of the notification or as otherwise instructed by the Employer.

Z2.3 Where, as a result, the Contractor’s B-BBEE status has decreased since the starting date the Employer may either re-negotiate this contract or alternatively, terminate the Contractor’s obligation to Provide the Works.

Z2.4 Failure by the Contractor to notify the Employer of a change in its B-BBEE status may constitute a reason for termination. If the Employer terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the Employer of completing the works.

Z3 Ethics

Z3.1 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 Works or taking any other action as appropriate against the Contractor (including civil or criminal action).

2 If June 2005 Edition applies, delete April 2013 and insert June 2005
3 State whether attached as a ‘PDF’ file in terms of Eskom’s licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.
Z3.2 The Employer may terminate the Contractor's obligation to Provide the Works if the Contractor 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.

Z3.3 If the Employer terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the Employer of completing the works.

Z4 Confidentiality

Z4.1 The Contractor does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time). Should the Contractor disclose information to others where required by this contract the Contractor ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the Employer.

Z4.3 In the event that the Contractor is, at any time, required by law to disclose any such information which is required to be kept confidential, the Contractor, to the extent permitted by law prior to disclosure, notifies the Employer so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the Contractor may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Employer. All rights in and to all such images vests exclusively in the Employer.

Z4.5 The Contractor ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to clause 12.2:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the Adjudicator does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment

Z6.1 The Contractor undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the works. 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 Site;
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 works; and

undertakes, in and about the execution of the works, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the Contractor's direction and control, likewise observe and comply with the foregoing.

Z6.2 The Contractor, in and about the execution of the works, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the Contractor's direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to clause 50

Z7.1 The Contractor provides the Employer with a tax invoice in accordance with the Employer's procedures stated in the Works Information, showing the correctly assessed amount due for payment.

Z7.2 If the Contractor does not provide a tax invoice in the form and by the time required by this contract, the time by when the Employer is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the Employer in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The Contractor is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the Employer's VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete from the last sentence in clause 61.1, “unless the event arises from an instruction of the Employer.”

Z9 Employer’s limitation of liability; Add to clause 80.1

Z9.1 The Employer liability to the Contractor for the Contractor's indirect or consequential loss is limited to R0.00 (zero Rand).

Z10 Termination: Add to clause 90.2, after the words "or its equivalent":

Z10.1 or had a business rescue order granted against it.

Z11 Addition to Clause 50.5

Z11.1 If the amount due for the Contractor's payment of delay damages reaches the limits stated in this Contract Data (if any), the Employer may terminate the Contractor's obligation to Provide the Works.

If the Employer terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the Employer of completing the works.
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. For the purpose of works contracts likely to be let under this contract (low value straight forward work), insurance provided by Eskom (the Employer) has been arranged on the basis of "Format ECSC3" as described on the web link given at the foot of this page.

2. Tendering contractors should note that cover provided by the Employer is only per the policies available on the internet web link listed below under the Format ECSC3 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 82.1. In terms of clause 82.1 “The Contractor provides the insurances stated in the Insurance Table. The Contractor does not provide an insurance which the Employer is to provide as stated in the Contract Data”. 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.

3. When 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.

4. Further information and full details of all Eskom provided policies and procedures may be obtained from:
Data provided by the *Contractor (the Contractor’s Offer)*

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN)4 in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 31 of the ECSC3 April 2013 Guidance Notes.

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

<table>
<thead>
<tr>
<th>10.1</th>
<th>The <em>Contractor</em> is (Name):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
</tr>
<tr>
<td></td>
<td>E-mail address</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>63.2</th>
<th>The percentage for overheads and profit added to the Defined Cost for people is 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>63.2</td>
<td>The percentage for overheads and profit added to other Defined Cost is 10%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11.2(9)</th>
<th>The Price List is in</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The document called ‘Price List’ in Part 2 of this contract.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11.2(10)</th>
<th>The offered total of the Prices is</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>R excluding VAT [in words]</td>
</tr>
<tr>
<td></td>
<td>excluding VAT</td>
</tr>
</tbody>
</table>

---

4 Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.
C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns in the Price List 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 tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the Contractor is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the Employer in Tender Data or in an instruction the Employer has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.
### C2.2 Price List

<table>
<thead>
<tr>
<th>Item no.</th>
<th>Description</th>
<th>Rate per item</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td><strong>TRAVELLING - RATE/KM</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>LDV</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transport equipment to site (8 ton truck)</td>
<td></td>
</tr>
<tr>
<td><strong>2</strong></td>
<td><strong>ACCOMMODATION &amp; MEALS</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rate per person/day</td>
<td></td>
</tr>
<tr>
<td><strong>3</strong></td>
<td><strong>RATE PER HOUR -</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Engineer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Senior Technician</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Technician</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Artisan</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Assistant – Semi-skilled</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Assistant – Unskilled</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Flights</td>
<td>cost plus 10%</td>
</tr>
<tr>
<td><strong>4</strong></td>
<td><strong>OTHER</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unit Price - Issue of COC</td>
<td></td>
</tr>
</tbody>
</table>
C3: Scope of Work

C3.1 Works Information

Installation, transport, maintenance and commissioning of domestic and industrial air-conditioning and refrigeration systems. Material and equipment will be free issued by the employer.

1. The scope includes and is not limited to the following:

1.1 Maintenance and Commissioning services on a wide range of domestic and industrial air-conditioning and refrigeration plants, including chilled water plants and Building Management Systems.

1.2 Standby services.

1.3 Installation of domestic and industrial air-conditioners.

1.4 Transport of material and equipment to site by the supplier.

A contract will be concluded with the tenderer based on the outcomes of the financial, technical, quality and commercial, health and safety and PPPFA Evaluation following the tender process. Contracts will be negotiated and concluded with members of the panel based on a common rate per category of staff. The contract budget will be equally divided amongst the successful tenderers.

The spread or price distribution tendered by suppliers per category of staff is expected and most likely to be scattered. The average rate tendered per line item will be analysed and utilised as the base rate. The PTM rate per category of staff will form the basis of comparison and decision making. Suppliers not accepting the final offer during negotiations will be automatically excluded from the process.

Contractors forming the panel will be provided the opportunity to review a detailed scope of work (site specific) on an as-and-when required basis in conjunction with the responsible Eskom Contract Manager.

The contractor will be required to apply the approved rate per category of staff and provide PTM with a fixed price quotation. Provided the price falls within the ambit of the budget allocated, a task order will be generated. This will entail some negotiation. The successful contractor/s will be provided the opportunity to reserve the right to reject the offer of which it will have no bearing on future enquiries.

All material and equipment will be free issued to the supplier by the employer.

1. Description of the works

The site specific detailed scope of work will be specified in the Purchase order.

2. Drawings

Related drawings will be specified in the purchase order.

3. Specifications
List the specifications that apply to this contract. Some typical headings have been provided as a minimum; delete if not required or expand and include correct titles as applicable.

<table>
<thead>
<tr>
<th>Title</th>
<th>Date or revision</th>
<th>Tick if publicly available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Specifications:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health and Safety requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environmental requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site regulations and access control</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Technical specifications:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Will be specified in the purchase order.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Constraints on how the Contractor Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the Employer. Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

4.1 Meetings

Information will be specified in the purchase order.

4.2 Use of standard forms

Information will be specified in the purchase order.

4.3 Invoicing and payment

In terms of core clause 50 the Contractor assesses the amount due and applies to the Employer for payment. The Contractor applies for payment with a tax invoice addressed to the Employer as follows:
The Contractor includes the following information on each tax invoice:

- Name and address of the Contractor
- The contract number and title;
- Contractor's VAT registration number;
- The Employer's VAT registration number 4740101508;
- The total Price for Work Done to Date which the Contractor has completed;
- Other amounts to be paid to the Contractor;
- Less amounts to be paid by or retained from the Contractor;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The Contractor attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

4.4 Records of Defined Cost

N/A

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

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 Employer with reports on the Contractor's actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

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

4.6 BBBEE and preferencing scheme

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

4.6.1 Development of Emerging Contractors

Contractor/s will be required to train and develop a black youth owned or a Black Disabled entity in the Installation, Commissioning and Maintenance of Domestic, Industrial, Air-Conditioning and Refrigeration for the period of the contract or until they are certified and competent in providing services at the required Eskom standard. A development plan with milestones will required from the contractor/s for approval by SD&L assisted by PTM Air-Conditioning section.

4.6.2 Local to Site Job Creation:

Eskom has made a number of empowerment commitments to the local communities surrounding the areas around where we conduct our construction activities, amongst these are commitments to be considered for local empowerment possibilities in its procurement strategy.

In doing this Eskom is seeking to ensure that the local communities' benefits from its procurement spend, through wealth generation and capacity development, and that this benefit is spread as widely as possible throughout the community.
All semiskilled and unskilled labour for the installation and building portion of the works shall be sourced from local to site communities surrounding the SITE. The contractor in their submission should indicate how many semiskilled and unskilled jobs will be created.

4.7 Facilities to be provided by the Contractor

State any requirements such as offices on site for the Employer.

N/A

4.8 Title to material from excavation and demolition

Read clause 70.2 then provide details as required. Particularly relevant in demolition where substantial amounts of copper are involved.

N/A

4.9 Design by the Contractor

Paragraph 1 above will have outlined what work is to be designed by the Contractor (if any). State here what procedures are required for the submission and acceptance of that design.

N/A

5. Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the works is intended to be at their Completion as defined in Clause 11.2(1).

The contractor will be required to provide a programme for the works to the employer for acceptance and approval.

6. Services and other things provided by the Employer

<table>
<thead>
<tr>
<th>Item</th>
<th>Date by which it will be provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material &amp; Equipment “free issue”</td>
<td>Date of PO</td>
</tr>
<tr>
<td>Water &amp; Electricity</td>
<td>Date of PO</td>
</tr>
</tbody>
</table>
C4: Site Information

Site Information is information about the site at the time of tender which the tendering contractor needs to allow for in his rates and Prices. The information does not change after contract award, nor does it describe or specify anything which the Parties do during the contract. It is only referred to during administration of the contract if the Contractor encounters conditions which are different to those described here. The Contractor will then make a comparison between actual conditions encountered and those described here in his assessment of any additional cost or time he may need to be compensated for in order to complete the works. Disputes about the difference between the effects of conditions encountered and those which the Contractor allowed for in his Prices will be minimised if the information given here is complete and relevant. If no information is given the tendering contractor will need to guess what he may encounter thus tendering higher Prices to allow for conditions that may not even exist.

C4.1: Information about the site at time of tender which may affect the work in this contract

1. Access limitations

Details will be provided on purchase order.

2. Ground conditions in areas affected by work in this contract

Details will be provided on purchase order.

3. Hidden and other services within the site

Details will be provided on purchase order.

4. Details of existing buildings / facilities which Contractor is required to work on

Details will be provided on purchase order.