

CONTRACT NUMBER:
DESCRIPTION OF THE WORKS:

NEC3 Term Service Contract (TSC3)

Between **ESKOM ROTEK INDUSTRIES SOC Ltd**
(Reg No. 1990/006897/30)

and
Reg No.

for

Contents:	No of pages
Part C1 Agreements & Contract Data	[]
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Documentation prepared
by:

Eskom RoteK Industries SOC Limited Procurement
Heritage Office Park
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Rosherville

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PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[]
C1.2a Contract Data provided by the <i>Employer</i>	[]
C1.2b Contract Data provided by the <i>Contractor</i>	[]

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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 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	The offered total of the Prices exclusive of VAT is	R 0-00
	Value Added Tax @ 15% is	R 0-00
	The offered total of the amount due inclusive of VAT is ¹	R 0-00

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

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of witness

Date

Tenderer's CIDB registration number:

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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
- Part C4 Site Information

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

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 ROTEK INDUSTRIES SOC LIMITED

Date

Name &
signature of
witness

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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 Purchaser 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	[•]	[•]

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of
Name &
signature
of witness

Date

.....

.....

.....

Eskom Rotek Industrial SOC Ltd

.....

.....

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	<div style="background-color: #cccccc; width: 100px; height: 40px; margin-bottom: 10px;"></div> dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X1: Price Adjustment for inflation X2: Changes in the law
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom RoteK Industries SOC Ltd (Reg no: 1990/006897/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered Address: 3 Lower Germiston Road Rosherville Cleveland\2022
	Tel No.	011 621 3000
10.1	The <i>Service Manager</i> is (name):	
	Address:	

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11.2(2)	The Affected Property is	
11.2(13)	The <i>service</i> is	
11.2(14)	The following matters will be included in the Risk Register	1). 2). 3).
11.2(15)	The Service Information is in	Scope of Services.
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	
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> 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	
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	
5	Payment	
50.1	The <i>assessment interval</i> is	
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	
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 Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rand.
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

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7	Use of Equipment Plant and Material	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	These are additional <i>Employer's</i> risks	
83.1	The <i>Contractor</i> provides these insurances from the Insurance table:	As stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?item D=9248 (see Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	As stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?item D=9248 (see Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	The amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?item D=9248 (see Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R 500 000 (Five Hundred Thousand Rands).
9	Termination	Notice period – 30 days
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 <i>service</i> at intervals no longer than	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

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		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 <i>Adjudicator</i> the <i>Adjudicator</i> will be appointed by the <i>Arbitration</i> Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see 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.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	

12 Data for secondary Option clauses

X1	Price Adjustment for inflation	Prices are fixed and firm for the first 12 months (The month prior to tender closing is used as the base date, thereafter X1 is applicable.)				
X1.1	The base date for indices is					
X2	Changes in the Law					
X2.1	A Change in the law in	South Africa, this is a compensation event if the change happens after the Contract Date				
X7	Delay damages					
X7.1	Delay damages for Delivery are	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Delivery of</td> <td style="width: 50%; text-align: center;">amount per day</td> </tr> <tr> <td style="border-top: 1px dashed black; border-bottom: 1px dashed black;"></td> <td style="border-top: 1px dashed black; border-bottom: 1px dashed black;"></td> </tr> </table>	Delivery of	amount per day		
Delivery of	amount per day					
X19	Task Order					
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within					
Z	The additional conditions of contract are	Z1 to Z11 always apply.				

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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 present divisions or operations which may be converted into separate legal entities or to Eskom SOC Limited or any of Eskom SOC Limited's subsidiaries.
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Z2 Joint ventures

- Z2.1 Not Applicable.
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Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
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Z4 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
- Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.
- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.
-

Z5 Confidentiality

- Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters

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the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z5.5 The *Contractor* ensures that all his Contractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

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

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

Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

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

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

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

Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this

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contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4330196330 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 *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z10 *Employer's limitation of liability*

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(14) and the *Employer's* liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract

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

- Z11.1 Or had a business rescue order granted against it.
-

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Annexure A: Insurance provided by the Employer

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

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

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering *contractor*:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	
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:	
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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PART 2: PRICING DATA

TSC3 Option

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

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C2.1 Pricing assumptions: Option

1.1 How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> • The Price for each lump sum item in the Price List which the <i>Contractor</i> has completed 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.

1.2 Measurement and Payment

- 1.2.1 The Price List provides the basis for all valuations of the Price for Services provided to Date, payments in multiple currencies and general monitoring.
- 1.2.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.
- 1.2.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Price List work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to operations on the Accepted Plan in order for payment of completed activities may be assessed.
- 12.5 The prices are obtained from the Price List. The Prices includes for all direct and indirect cost, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 the *price list*

Item	Description	UoM	Qty	Rate	Amount
	Repairs and technical support				
1	Collect and receive equipment for repairs, strip and test, investigate fault, report details of the fault and scope of work for the repair, and quote, re-assemble and return to received condition, delievr to ERI	ea	50		
2	Carry out the neccessary repairs with qualified and experienced personnell	hr	800		
3	Provisional sum for replacement parts and component spares	sum	1000000		
	State % mark-up on components and replacement parts supplied for the repair	%			
				Total amount excl. VAT	

PART 3: SCOPE OF WORK

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

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	Total number of pages	

C3.1: EMPLOYER’S SERVICE INFORMATION

1 Description of the service

1.1 Executive overview

T&SS make use of a variety of types and brands for electrical instruments as part of their work activities. Repairs are sometimes required where an instrument is damaged or becomes faulty

1.2 Full Description of the Scope / Specifications

The scope of this contract is split in 2 phases, namely...

1. Strip and quote
2. Perform repair

The scope of work covers the collecting, receiving, safekeeping, dismantling, testing, servicing, repair, and delivery of the damaged or faulty equipment.

Phase 1: Strip & quote

For this phase of the process, the service provider will collect the equipment from Eskom Rotek Industries in Rosherville, Johannesburg and take it to their facility. There it will be dismantled and tested to determine the damage or fault. The service provider will issue a report, detailing the problem with the instrument, the proposed remedial action, together with the number of hours, as well as a list of parts with costs that it will require to fully repair and re-assemble the equipment, and await further instruction.

The Employer will evaluate the quote and may ask the Service provider to clarify and revisit the scope, hours or prices of the materials on the quote. A revised quote must be issued by the service provider in the event that changes are agreed to. Should the Employer opt to repair the equipment, a task will be issued at the final agreed repair price, and the service provider will promptly proceed to Phase 2 and perform the agreed repairs.

CONTRACT NUMBER:
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Should the Employer opt not to repair the equipment, the service provider will re-assemble and return the equipment to the state that it was when collected, and deliver it to the Employer as soon as possible. The service provider will charge the agreed fee for strip and quote as stated in the pricing information.

After completing the repairs, re-assembly and testing on an item, the service provider will deliver the repaired item to the ERI premises as soon as possible. All costs for delivery must be included in the quoted price for strip and quote.

For deliveries, please note...

- All vehicles entering the ERI premises must comply to the relevant Eskom RoteK Industries safety policies and procedures when entering the premises
- All vehicles entering and leaving the premises are subject to, and must comply with a security search
- The instruments must be suitably protected against damage, moisture, dirt, theft, etc. during transport and whilst at the premises of the service provider

Following is a list of equipment that may be sent for repairs, and which it is expected that the service provider will be capable of repairing.

Instrument	Make	Model
Circuit Breaker Tester	Elcon	SA10
CT Analyzer	Omicron	
Insulation Analyzer	Doble	M4100
Insulation Tester	ABB	Metriso 500D
Insulation Tester	AVO	Megger BMIID
Insulation Tester	AVO	Megger MJ20
Insulation Tester	Fluke	1503
Insulation Tester	Fluke	1507
Insulation Tester	Fluke	1550C
Insulation Tester	Fluke	1577
Ohm Meter	DV Power	RM050T
Ohm Meter	Vanguard	
Polymeter	Dranetz	325
Power Analyser	Norma	3000
Power Analyser	Norma	D5255T
Power Meter	Yokogawa	WT230
Ratiometer	DV Power	TRT63A
Ratiometer	H&B	BK77D
Ratiometer	Raytech	MKIII
Ratiometer	Tettex	2791QB
Ratiometer	Tinsley	
Ratiometer	Vanguard	TRI-0
Resistance Bridge	Sullivan	T2222
Resistance Bridge	Tettex	
Resistance Bridge	Vanguard	LTC40
Resistance Bridge	Vanguard	WRM-40
SFR Analyzer	Doble	M5400
Tap changer & winding analyser	BKB Power solutions	TDRCA

Tap changer & winding analyser	DV Power	TWA40
Trip Coil Tester		CBPS300
Windings Analyzer	Tettex	

1.3 Interpretation and Terminology

The following terminology is used in this Works Information:

Terminology	Description/Interpretation
N/A	N/A

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
B-BBEE	Broad Based Black Economic Empowerment
EMP	Environment Management Plan
PMRRM	Pre-Mobilization Readiness Review Meeting
QM	Quality Management
RoD	Record of Decision
SAPS	South African Police Services
SD&L	Supplier Development and Localisation
SSA	Site Specific Agreement
TSC	Term Services Contract

2 Management Strategy and Start Up

2.1 Management Meetings

The following requirements for conducting Site meetings apply to the Works. The Contractor and all Sub-Contractors shall actively participate in and adhere to the Employer's requirements and other procedures initiated for the purpose of maintaining the Project administrative control. The Contractor and all Sub-Contractors shall attend Project meetings when deemed required by the Employer to coordinate the execution of the scope.

CONTRACT NUMBER:
DESCRIPTION OF THE WORKS:

Title and Purpose	Approximate Time & Interval	Location	Attendance by:
Progress feedback meeting	As may be required	TBA	Relevant representatives
Safety management meeting	Not applicable		

2.2 Contractor’s Management, Supervision and Key People

The Contractor shall provide the Employer with a detailed organogram of all staff and management on the contract. This must be revised quarterly and must reflect any changes to the staff and management structure. The Employer reserves the right to audit and verify the structure.

2.3 Documentation Control

The Contractor will submit the following documents to the Employer for review, the Employer will review the documents for acceptance and inform the Contractor if the documents have been accepted or if it is not accepted and stating the reasons of not the accepting the documentation. The Employer will give the Contractor reasonable time which will be agreed to between the Contractor and the Employer to respond or re-submit the documents.

The documents are as follows:

Title and purpose	Frequency
Weekly plan	N/A
Weekly progress report, reporting on actual work completed.	N/A
Three weeks look ahead plan – detailing planned activity during the period	N/A
Risk Register	N/A
SD&L Reports	N/A

All correspondence of either commercial or technical nature, whether hard copy or email, either to Contractor or from Contractor shall clearly include the following information: file number, contract number and subject matter.

Documents shall be delivered in electronic format (Microsoft Office 2003 compatible or Adobe Acrobat (pdf) files). In addition, a document list shall be delivered in Microsoft Excel format that contains the following fields: "document name", "document type", "version number", "date created" and "created by".

2.4 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements at the Purchaser's various premises and at the various project sites.

2.5 Environmental constraints and management

The *Supplier* shall comply with the health and safety requirements at the Purchaser's various premises and at the various project sites.

2.6 Quality

Supplier must comply with QM58 – Provided by the *Supplier*.

2.7 Invoicing and payment

It is the responsibility of the Supplier to ensure that the invoices are sent electronically to Accounts Payable at invoicserilocal85@eskom.co.za, and a copy must also be sent to the *Purchaser's* Commercial Department

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

The *Supplier* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*.
- The purchase order number and title.
- *Supplier's* VAT registration number.
- The *Purchaser's* VAT registration number 4330196330
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- (Add other as required)
- Kindly ensure that the following appear on all invoices:

CONTRACT NUMBER:
DESCRIPTION OF THE WORKS:

- a) Eskom Rotek Industries SOC Ltd
- b) Registration No. 1990/006897/30
- c) VAT number: 4330196330
- d) Purchase order number – tax invoices without the correct purchase order number will be rejected
- e) Physical address: per Various Sites and Power Station
- f) Postal address: PO Box 40698
Cleveland
2022
Lower Germiston Road
Rosherville
Johannesburg
- g) Telephone number – 011 629 4000

2.8 Forecast Rate of Invoice (FRI)

Not applicable

2.9 Contract Change Management

Each change/compensation event (whether positive or negative) is submitted, using the same format as is used for assessments. The change indicates resources used, the quantity, the actual cost of the resources, the time impact and the percentage fee for the said resource.

Each change/compensation event has a unique number and has the date of submission on it and is submitted to the Project Manager for assessment.

2.10 Records of Defined Cost, payments and assessments of compensation events to be kept by the Contractor

Monthly assessments, compensation events are kept until the Final certificate is issued.

3 Procurement

3.1 People

3.1.1 Minimum requirements of people employed on the Site

CONTRACT NUMBER:
DESCRIPTION OF THE WORKS:

The *Contractor* to provide CVs indicating experience and qualification which will be approved by the *Employer*, if any employee of the *Contractor* is found to be unsuitable for the position, he will be released from site

3.2 SUPPLIER DEVELOPMENT AND LOCALISATION

Refer to Annexures J and K which are attached

3.2.1 Contractor SD&L Plan

The *Contractor* must provide an SD&L implementation plan, aligned to 30% of the contract amount, within ONE (1) month of contract award

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ('Agreement') is entered into between the Purchaser and the Supplier.

WHEREAS, the Purchaser and the Supplier (the Parties) desire to exchange certain confidential information; and consider further business dealings with each other.

WHEREAS, the parties desire to evidence their agreements governing the exchange of certain confidential information as set forth below.

Now therefore, for good and valuable consideration, including the mutual agreements hereinafter recited, the parties hereby agree as follows:

1. The parties contemplate an exchange, either orally, in writing or by inspection, of certain confidential proprietary information possessed or owned separately by them and not readily available or otherwise known to the public and which may be helpful in evaluating further business dealings. Such confidential information (the 'Subject Information') may include but not be limited to the parties' inventions, trade secrets, know-how, technical information on products and manufacturing processes, and information concerning their business assets, financial condition, operations, plans and prospects.
2. The purpose of the exchange of Subject Information is to enable the parties to evaluate the Subject information for the purpose only of considering further business dealings with each other.
3. The parties each agree that they shall maintain in secrecy in accordance with the terms of this Agreement all of the Subject Information each party receives (the 'Receiving Party') from the other party (the 'Proprietor') and shall not disclose or use other than for the purpose specified herein the Subject Information without the written consent of the Proprietor of the Subject Information. All Subject Information communicated from one party to the other shall be deemed to be proprietary and confidential to the Proprietor whether marked or identified as such or not.
4. The duty of care to safeguard Subject Information shall be the same as that which the parties each use to safeguard their own respective proprietary and confidential information.
5. The Receiving Party of Subject Information shall not be obligated to maintain Subject Information received from its Proprietor in secrecy or refrain from using it to the extent that any such information is or rightfully becomes publicly available information other than through a

breach of this Agreement, or which the Receiving Party later obtains lawfully from anyone else who is not known by the Receiving Party to be obligated under any secrecy agreement with Proprietor to maintain the information in secrecy. The Receiving Party also shall not be obligated to maintain in secrecy any information it receives from the Proprietor which it can demonstrate was already in its possession when the information was disclosed to the Receiving Party by the Proprietor.

6. The Receiving Party shall promptly return to its Proprietor any Subject Information in tangible form it has received from the Proprietor immediately upon the Proprietor's request, without retaining any copies, summaries, analyses or extracts thereof. All documents, memoranda, notes and other writings prepared by the parties, or their advisors, based on the Subject Information of each other, shall be destroyed, and such destruction shall be certified in writing by an authorised officer supervising such destruction.
7. If a party, with the written consent of the Proprietor of Subject Information, discloses any Subject Information received from its Proprietor to any third party, it shall do so only under a secrecy agreement having a scope similar to and which is consistent with this Agreement, and the disclosing party shall be primarily responsible for any compromise of the secrecy of Subject Information by such third party
8. Each party agrees that it shall not, while and for so long as it is obligated to maintain Subject Information in secrecy, use for its own benefit, or for the benefit of others or exploit, commercialise, develop, test promote, sell, lease, market or otherwise dispose of any products or services using, incorporating or relying on Subject Information received from its Proprietor without the written consent of the Proprietor.
9. The obligations of the party receiving Subject Information pursuant to this Agreement shall be effective with respect of each item of Subject Information for a term of five (5) years from the date of submission of the Subject Information to the Receiving Party by its Proprietor, unless the Proprietor agrees otherwise in writing.
10. For purposes of this Agreement, each party shall include (to the extent applicable) the officers, directors, employees, agents, representatives, attorneys, joint ventures, partnerships, affiliates, subsidiaries, and divisions of the party, and any other entity or entities which such party controls

or which controls it, and, further, shall include any transferee, successor and assign of the assets of the party.

11. This Agreement shall be construed (both as to validity and performance) and enforced in accordance with, and governed by, the laws of Republic of South Africa.
12. Neither this Agreement nor the exchange of Subject Information between the parties shall create or be relied on by either party as a basis for creating any license between the parties under any patent, or other industrial or intellectual property rights of the Proprietor of the Subject Information, or any other license between the parties in the absence of any express written license agreement between them
13. The parties agree that no contract or agreement providing for a transaction shall be deemed to exist between them unless and until a definitive agreement has been executed and delivered, the parties hereby waive, in advance, any claim (including, without limitation, breach of contract) in connection with a possible transaction with each other unless and until they shall have entered into a definitive agreement. The parties also agree that unless and until a definitive agreement between them has been executed and delivered, neither party has any legal obligation of any kind whatsoever with respect to any such transaction by virtue of this Agreement or any other written or oral expression with respect to such transaction, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this paragraph, the term 'definitive agreement'; does not include an executed letter of intent, memorandum of understanding.

IN WITNESS WHEREOF, and intending to be legally bound, this Agreement has been executed by the parties as of and effective from the date first written above.