



NEC3 Term Service Contract (TSC3)

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

and

for **For the supply and delivery of various safety
signages**

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CONTRACT No.

For the supply and delivery of various safety signages

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

For the supply and delivery of various safety signages Komati power station.

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
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	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:			

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

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)	Thevan Pillay		
Capacity	General Manager Komati Power Station		
for the Employer	Komati Power Station Van Dyk Drift/Hendrina Road Blinkpan 2250		
Name & signature of witness		Date	

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

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		

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

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

	For the tenderer:		For the Employer
Signature			
Name			
Capacity			
On behalf of	(Insert name and address of organisation)		
Name & signature of witness			
Date			

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
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (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.	
10.1	The <i>Service Manager</i> is (name):	Phindile Sibeko
	Address	Komati Power Station, P-Bag X2, Bethal Rd, Blinkpan, 2255
	Tel	013 295 9197
	e-mail	sibekoph@eskom.co.za
11.2(2)	The Affected Property is	Komati Power Station
11.2(13)	The <i>service</i> is	For the supply and delivery of various safety

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

		signages in Komati power station.
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
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	N/A
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	36 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	Monthly (between the 27 th day and the last 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	Monthly
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 Rands
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	These are additional <i>Employer's</i> risks	N/A
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on 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).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on 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)
83.1	The <i>Contractor</i> provides these additional insurances:	N/A
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/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	The Employer may terminate the contract for whatever valid reason deemed by him/her.
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	2 weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	All disputes shall in the first instance be directed at the Service manager and the Contractor site manager on site. If the dispute is not settled it would be referred to the site Senior Management and the <i>Contractor's</i> Main Representatives. Should they be unable to settle the dispute it would be referred to senior management of each organisation. Should they fail to reach an agreement, it will be referred to the person/s selected from the Eskom panel of Adjudicators by the Party intending to refer a dispute to him.
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 - 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	
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.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

consequence of such practice.

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

Z5 Confidentiality

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

Z6 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control,

likewise observe and comply with the foregoing.

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

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

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

Z9 Notifying compensation events

- Z9.1 Delete 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(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

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)

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

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

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

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

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)³ 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.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise, complete by hand and in ink.

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(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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

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>	

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 <ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the

Supply and delivery of safety signages

- 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.

C2.2 the *price list*

ITEMS	DESCRIPTION	UNIT	QUANTITY	PRICE	NO. OF YEARS	TOTAL FOR 3 YEARS
1	Supply of Fire Fighting signs with reflection fixture					
1,20	Dimension: 290X290 MM Fire Extinguishers	each	50		3	
1,30	Fire extinguisher: 190 X 190 MM Fire Extinguisher	each	50		3	
1,40	Dimension: 290X290 MM Fire Hazards/Open Flame	each	10		3	
1,50	Dimension: 290X290 MM Fire Extinguisher Red Arrow (20)	each	40		3	
1,60	Dimension: 190 X 190 MM Fire Extinguisher Red arrow	each	40		3	
1,70	Dimension: 400 X 600 MM Fire Chevron	each	40		3	
1,80	Dimension: 190 X 190 MM Fire hydrant	each	20		3	
2	Supply of General Information signs with reflection fixture					
2,10	Dimension: 190 X 190 MM Eye Wash	each	15		3	
2,20	Dimension: 190 X 190 MM Green Arrow	each	30		3	
2,30	Dimension: 300 X 300 MM Green Arrow	each	30		3	
2,40	Dimension: 190 X 190 MM Running Left Sign	each	30		3	
2,50	Dimension: 300 X 300 MM Running Left Sign	each	30		3	
2,60	Dimension: 190 X 190 MM Running Right Sign	each	30		3	
2,70	Dimension: 300 X 300 MM Running Right Sign	each	30		3	
2,80	Dimension: 190 X 190 MM Safety Shower	each	15		3	
2,90	Dimension: 190 X 190 MM First Aid Equipment	each	15		3	
2,10	Dimension: 190 X 190 MM Ablution Facility for Males	each	10		3	
2,11	Dimension: 190 X 190 MM Ablution Facility for Females	each	10		3	
2,12	Dimension: 400 X 600 MM Designated Smoking Area	each	20		3	
2,13	Dimension: 400 X 600 MM Designated Assembly Points	each	20		3	
2,14	Dimension: 400 x 400 mm Building Evacuated	each	30		3	
2,16	Dimension: 300 X 300 MM Portable drinking water	each	10		3	
2,17	Dimension: 300 X 300 MM Caution Restricted Height (Agrivolts)	each	30		3	
2,18	Dimension: 8841 x 1189 Emergency information Board	each	25		3	
3	Supply of Safety Mandatory signs with reflection fixture					
3,10	Dimension: 290 X 290 MM Hearing Protection	each	20		3	
3,20	Dimension: 290 X 290 MM Eye Protection	each	20		3	
3,30	Dimension: 290 X 290 MM Hand Protection	each	20		3	
3,40	Dimension: 290 X 290 MM Hard Hat/Head protection	each	20		3	
3,50	Dimension: 290 X 290 MM Respiratory protection	each	20		3	
3,60	Dimension: 290 X 290 MM Safety Shoes	each	20		3	
3,70	Dimension: 800 X 800 MM Ash Dam PPE Requirements	each	5		3	
4	Supply Following Prohibitory signs with reflection fixture.					

Supply and delivery of safety signages

4,10	Dimension:290 X 290 MM No Cell Phone allowed	each	20		3	
4,20	Dimension:290 X 290 MM No Entry/Unauthorized Entry	each	20		3	
4,30	Dimension:290 X 290 MM No Smoking allowed	each	30		3	
4,40	Dimension: 900 X 900 MM Ash Dam No Entry	each	5		3	
4,50	Dimension:290 X 290 MM No swimming	each	30		3	
4,60	Dimension:290 X 290 MM No fishing	each	30		3	
4,70	Dimension: 290 X 290 MM No walking allowed	each	10		3	
4,80	Dimension: 680X680 MM Prohibitory items (alcohol, camera, dogs/Animals, Gun)	each	10		3	
5	Supply of Warning/General signs with reflection fixture					
5,10	Dimension: 440 X 440 MM Danger Live Electricity	each	20		3	
5,20	<u>Dimension: 440 X 440 MM High Voltage / Electrical Fence Warning</u>	each	20		3	
5,30	Dimension: 440 X 440 MM Danger Flammable Gas	each	10		3	
5,40	Dimension: 300 X 300 MM (No smoking and Open flame)	each	15		3	
5,50	Dimension: 300 X 300 MM Information Board (She rep, First Aid, Evacuation)	each	20		3	
5,60	Dimension: 900 X 900 MM Hazardous Temporal Storage	each	2		3	
5,70	Dimension: 1500 X 1500 MM Lifesaving rules	each	10		3	
5,80	Dimension: 1500 X 1500 MM Be aware of Bees.	each	15		3	
5,90	Dimension: 600 X 600 MM Hazardous Location signage	each	20		3	
5,10	Dimension: 450 X 600 MM Electrical Transformer signage)	each	40		3	
5,11	Dimension: 550 X 550 MM Watch the steps	each	30		3	
5,12	Dimension: 300 X 300 MM Chemical Corrosion warning	each	15		3	
5,13	Dimension: 440 X 440 MM Beware of Drowning (Deep water)	each	20		3	
5,14	Dimension 800 X 800 MM Drowning/Water trauma treatment	each	10		3	
5,15	Dimension: 800 X 800 MM Ash Dam – Information board	each	5		3	
5,16	Dimension: 600 X 600 MM Dumping site	each	2		3	
	Dimension: 300X300 Gas cylinder (full or Empty)	Each	10		3	
	Dimension: 440 X 440 MM Reception	Each	2		3	
6	Supply of Road Traffic signs					
6,10	Dimension: 600 x 600 MM 20km p/h Road Speed	each	10		3	
6,20	Dimension: 600 x 600 MM 15km p/h Road Speed	each	10		3	
6,30	Dimension: 600 x 600 MM No Parking	each	10		3	
6,40	Dimension: 900 MM No Stopping	each	20		3	
6,50	Dimension: 600 x 600 MM Pedestrian crossing	each	10		3	
6,60	Dimension: 600 x 600 MM Stop sign	each	15		3	
6,70	Dimension: 900 X 900 MM Stop sign	each	10		3	
6,80	Dimension: 900 X 900 MM Yield Signs	each	15		3	
6,90	Dimension: 900 MM X Intersection (Intersection sign)	each	12		3	
6,10	Dimension: 150 X 600 MM Danger Plate sign to the Left	each	15		3	

Supply and delivery of safety signages

6,11	Dimension: 150 X 600 MM Danger Plate Sign to the Right	each	15		3	
6,13	Dimension 1350 X 450 MM Sharp Curve Chevron sign (Triple)	each	10		3	
6,14	Dimension: 660 X 450 MM Reverse Parking Only	each	30		3	
6,15	Dimension: 300 X 300 MM 3 Stop sign	each	10		3	
6,17	Dimension: 600 x 600 MM Humps	each	20		3	
6,18	Dimension: 250 X 750 MM 200 mm warning sign	each	5		3	
6,19	Dimension: 250 X 750 MM 250 mm warning sign	each	5		3	
6,20	Dimension: 600 x 600 MM Stop control sign	each	5		3	
7	Supply of Asbestos Hazards warning Signage and Stickers Designs with reflection.					
7,10	Dimension: 200 X 200 MM Asbestos Stickers	each	250		3	
7,20	Dimension: 440 x 440 MM Asbestos warning signage	each	20		3	
7,30	Dimension: 880 x 880 MM Asbestos warning Signages	each	20		3	
	Supply and delivery not exceeding 95Km return	Km	855		3	
TOTAL AMOUNT						

PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

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Description of the service

Executive overview

To provide safety signages supply and delivery at Komati Power Station

Employer's requirements for the service

The service required is for provision and delivery of various safety signages.

List of required safety signs at Komati Power Station but not limited to:

Description	Sizes	Quantity
Fire Extinguishers	290X290 MM	20
Fire Extinguisher	190 X 190 MM	20
Fire Hazards/Open Flame	290X290 MM	10
Fire Extinguisher Red Arrow	290X290 MM	20
Fire Extinguisher Red arrow	190 X 190 MM	20
Fire Chevron	400 X 600 MM	40
Fire hydrant	190 X 190 MM	20
Eye Wash	190 X 190 MM	15
Green Arrow	190 X 190 MM	25
Green Arrow	300 X 300 MM	25
Running Left Sign	190 X 190 MM	20
Running Left Sign	300 X 300 MM	20
Running Right Sign	190 X 190 MM	20
Running Right Sign	300 X 300 MM	20
Safety Shower	190 X 190 MM	15
First Aid Equipment	190 X 190 MM	15
Ablution Facility for Males	190 X 190 MM	10
Ablution Facility for females	190 X 190 MM	10
Designated Smoking Area	400 X 600 MM	20
Designated Assembly Points	400 X 600 MM	20
Disabled Parking (Wheelchair)	450 X 600 MM	10
Portable drinking water	300 X 300 MM	10
Caution Restricted Height	300 X 300 MM	30
Building evacuated	450 x 450 MM	20
Hearing Protection	290 X 290 MM	20
Eye Protection	290 X 290 MM	20
Hand Protection	290 X 290 MM	20
Hard Hat/Head protection	290 X 290 MM	20
Respiratory protection	290 X 290 MM	20
Safety Shoes	290 X 290 MM	20
Ash Dam PPE Requirements	800 X 800 MM	5
PPE Requirement Board (Hearing, Hard hat, Safety glass, safety shoes)	800 X 800 MM	30
No Cell Phone allowed	290 X 290 MM	10
No Entry/Unauthorized Entry	290 X 290 MM	20
No Smoking allowed	290 X 290 MM	30
Ash Dam No Entry	900 X 900 MM	5

No swimming	290 X 290 MM	30
No fishing	290 X 290 MM	30
No walking allowed	290 X 290 MM	10
Prohibitor items (alcohol, camera, dogs/Animals, Gun)	680X680 MM	10
Danger Live Electricity	440 X 440 MM	20
High Voltage / Electrical Fence Warning	440 X 440 MM	20
Danger Flammable Gas	440 X 440 MM	10
(No smoking and Open flame)	300 X 300 MM	15
(No smoking and Open flame)	300 X 300 MM	20
Hazardous Temporal Storage	900 X 900 MM	2
Lifesaving rules	1500 X 1500 MM	10
Be aware of Bees	1500 X 1500 MM	5
Hazardous Location signage	600 X 600 MM	5
Electrical Transformer signage)	450 X 600 MM	40
Watch the steps	550 X 550 MM	40
Chemical Corrosion warning	300 X 300 MM	15
Beware of Drowning (Deep water)	440 X 440 MM	20
Drowning/Water trauma treatment	800 X 800 MM	1
Ash Dam – Information board	800 X 800 MM	2
Dumping site	600 X 600 MM	1
20km p/h Road Speed	600 x 600 MM	2
15 km p/h Road Speed	600 x 600 MM	3
No Parking	600 x 600 MM	10
No Stopping	900 MM	20
Pedestrian crossing	600 x 600 MM	10
Stop sign	600 x 600 MM	5
Stop sign	900 X 900 MM	10
Yield Signs	900 X 900 MM	5
Y intersection (Intersection sign)	900 X 900 MM	2
Danger Plate sign to the Left (150 X 600 MM	5
Danger Plate Sign to the Right	150 X 600 MM	5
Sharp Curve Chevron sign (Triple)	1350 X 450 MM	5
Sharp Curve Chevron sign (Triple)	660 X 450 MM	30
3 Stop sign	300 X 300 MM	5
Humps	600 x 600 MM	9
warning sign	250 X 750 MM	2
warning sign	250 X 750 MM	1
warning sign	600 x 600 MM	5
Asbestos Stickers	600 x 600 MM	250
Asbestos warning signage	440 x 440 MM	20
Asbestos Warning signage	880 x 880 MM	10
Information Board(First aid, SHE REP, Evacuation Warden	300 X 300 MM	20

etc.)		
Reverse Parking signage	660 X 450 MM	30
Emergency Information Board	841 X 1189 MM	25

- a) The supplier shall provide safety signage that are in accordance with SABS 1186 Standard
- b) The supplier must provide certificate of SABS compliance

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
PPE	Personal Protective Equipment
OEM	Original Equipment Manufacturer

Invoicing and payment

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

The *Contractor* shall address the tax invoice to:

ESKOM HOLDINGS SOC LIMITED
KOMATI POWER STATION
PRIVATE BAG X
BLINKPAN
2250

and include on each invoice the following information:

- Name and address of the Service Manager.
- The Contract number and title;
- All Electronic invoices must be sent in PDF format only.
 - Each PDF file should contain on invoice, or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
 - The Contractor's e-mail may contain more than one PDF file (e.g., 2 invoices on 2 separate PDF files in one e-mail);
- The Task Order number starting with 45* series.
- Contractor's / Supplier's / 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;

E-mail address for invoice submission:

- Local Eskom invoices: invoiceseskomlocal@eskom.co.za
- Foreign Eskom invoices: invoiceseskomforeign@eskom.co.za

NOTES:

It is of the utmost importance, and it is expected from the Contractor(s) to send all original invoices directly to the above email addresses and not directly to any user. The Power Station will not be responsible for any invoice(s) delivered to users and not submitted for payment.

If your Invoice is not submitted immediately after you have delivered goods or rendered a service, it might happen that you will only get paid within 90 days after receipt of your Invoice without Eskom paying any interest on late payment.

For Foreign invoices, Contractor will still be required to physically deliver hard copies of original documents to the respective documentation management centres even though the Contractor have.

e-mailed those invoices (Eskom is still seeking clarity from the South African Reserve Bank regarding e-invoicing for Foreign Invoices or invoices in foreign currency. Current requirements are that these manual invoices should still be submitted. You can send the invoice copy to the email addresses indicated below).

Tax Requirement

A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)

An Invoice that was printed and then scanned to PDF by the Contractor / Supplier / Contractor is not acceptable as this is not an original tax invoice by SARS definition but a copy.

The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."

If there is Cost Price Adjustment (CPA) on the Contractor's invoice the Employer recommend that the Contractor / Supplier / Contractor issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.

Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the Goods Receipt / Service Entry is not done the invoice will be parked and the system will automatically send an e-mail to the end user / contract manager to do the goods receipt/ service entry. This is also tracked by Eskom through the park invoice report.

The Contractor can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. The Contractor is welcome to forward the details of invoices corrected to the FSS contact centre.

Contractor do not require a Goods Receipt (GR) or Service Entry (SE) number to submit your invoices. When the GR / SE number is received the Contractor / Supplier / Contractor can then send the GR / SE number to the FSS contact centre.

All queries and follow up on invoice payments should made by contacting the FSS Contact Centre:
Tel: 011 800 5060
e-mail: fss@eskom.co.za

Insurance provided by the *Employer*

Refer to TSC3 Core Clause 86.1

Training workshops and technology transfer

N/A

Design and supply of Equipment

N/A

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

N/A

Health and safety, the environment and quality assurance

Health and safety risk management

The supplier conforms to all prevailing legal requirements of the Republic of South-Africa, Eskom SOC Limited and Komati Power Station Site legal requirements.

With special reference but not limited to the following: (Note that latest revisions apply before and during contract period.)

- a) Occupational Health and Safety Act 85 of 1993 as amended and its regulations.
- b) Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended.
- c) Eskom procedures and safety requirements set out in Safety, Health and Environmental specifications.

Environmental constraints and management

N/A

Quality assurance requirements

The supplier shall be certified or comply to ISO 9001:2015. Eskom reserves the right to visit the supplier to carry-out an internal audit. The supplier must do competency evaluation on its employees and make sure that they continuously measure themselves against the KPI's set with this contract.

Procurement

It's a must that a supplier has a valid original SARS.

People

Minimum requirements of people employed

Should the service provider use employees who are not from SA, he should ensure that each employee has a valid and working permit. Permits to access Komati Power Station will be arranged by the Service Manager.

BBBEE and preferencing scheme

N/A

Subcontracting

Preferred subcontractors

N/A

Subcontract documentation, and assessment of subcontract tenders

N/A

Limitations on subcontracting

N/A

Attendance on subcontractors

N/A

Plant and Materials

Specifications

N/A

Correction of defects

Defected signages will be returned back.

Contractor's procurement of Plant and Materials

N/A

Tests and inspections before delivery

N/A

Plant & Materials provided "free issue" by the *Employer*

N/A

Working on the Affected Property

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

Access to Komati Power Station will be provided for after induction, medicals and all necessary requirements have been fulfilled.

People restrictions, hours of work, conduct and records

Working hours will be as per Eskom's Komati Power Station working hours that is 173 hours per month per person.

Monday to Thursday 07h15 – 16h30

Friday 07h15 – 12h15

No overtime will be included in this contract.

Should an employee be required, under exceptional circumstances, to work extra hours outside of his normal working hours, time off will be granted to the employee in lieu of hours worked, when agreed upon with the supplier.

Health and safety facilities on the Affected Property

The Proto Team and Medical Centre are available on site to provide emergency service.

Cooperating with and obtaining acceptance of Others

To fulfil the services of Quality Control, the service provider will work hand in hand with the Communication and maintenance department.

Records of *Contractor's* Equipment

N/A

Equipment provided by the *Employer*

N/A

Site services and facilities

Provided by the *Employer*

Eskom will provide access to the station and induction.

Provided by the *Contractor*

All tools, PPE and equipment required for installation and testing.

Control of noise, dust, water and waste

None

Hook ups to existing works

N/A

Tests and inspections

Description of tests and inspections

N/A

Materials facilities and samples for tests and inspections

N/A

List of drawings

Drawings issued by the *Employer*

N/A