

NEC3 Term Service Contract (TSC3)

Between

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

and

for

**The provision of temporary CCTV installation,
decommissioning and rental service on an as and when
required basis for ESKOM ROTЕК INDUSTRIES up to a
period of 3 years**

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CONTRACT No.

Documentation prepared by:

**Eskom RoteK Industries SOC Limited
Procurement
Heritage Office Park
Lower Germiston Road
Rosherville
Tel:**

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:

THE PROVISION OF TEMPORARY CCTV INSTALLATION, DECOMMISSIONING AND RENTAL SERVICE ON AN AS AND WHEN REQUIRED BASIS FOR ESKOM ROTEK INDUSTRIES UP TO A PERIOD OF 3 YEARS

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

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

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)

Capacity

for the
Employer

Eskom RoteK Industries SOC Ltd.
Lower Germiston Road
Cleveland
Johannesburg
2022

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		Not applicable.
2		
3		
4		
5		
6		
7		

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

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

For the Tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

On behalf of _____

Name & signature of witness _____

Date _____

Eskom Rotek Industries SOC Ltd.
Lower Germiston Road
Cleveland
Johannesburg
2022

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:	
	dispute resolution Option	A: Priced contract with price list 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
10.1	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
	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	Roshland Office Park Lower Germiston Road Rosherville
	Tel No.	011 629 4295
10.1	The <i>Service Manager</i> is (name):	Mr Tendani Rasilalume
	Address	ERI Rosherville
	Tel	011 629 4333
	e-mail	RasilaTE@eskom.co.za
11.2(13)	The Affected Property is	Equipment from the Employer's Workshop and various Eskom Sites as listed in the Scope of Work.

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

11.2(14)	The <i>service</i> is	The provision of temporary CCTV installation, decommissioning and rental service on an as and when required basis for ESKOM ROTEK INDUSTRIES up to a period of 3 years
11.2(15)	The following matters will be included in the Risk Register	Not applicable.
12.2	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference
13.1	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.3	The <i>language of this contract</i> is	English
2	The <i>period for reply</i> is	Immediately for all safety related matters 8 hours for active Task Orders 2 days for clarification and administration when not in critical operation stage.
21.1	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
3	The Contractor submits a first plan for acceptance within	One week of the Contract Date
30.1	Time	
30.1	The <i>starting date</i> is.	From signature of this contract and as per the individual Task Orders.
	The <i>service period</i> is	The Contract Terms is three (3) years. The <i>service period</i> is as per the relevant task order.
4	Testing and defects	<p>The defects correction period is 52 weeks from Task Order Completion.</p> <p>Delete 42.2 and replace it with the following:</p> <p>The Contractor corrects notified Defects within a time period agreed to between the Service Manager and Contractor which period must minimises the adverse effect on the Employer or Others.</p> <p>If the Service Manager and Contractor cannot agree on a time period to correct a notified Defect within 1 working days of notification referred to in 42.1 then the Service Manager issues an instruction to the Contractor.</p> <p>Notwithstanding the aforesaid the Contractor must immediately correct any defects which have an impact of health, safety and the</p>

environment.

If the Contractor does not correct a Defect within the required time periods the Service Manager assesses the cost to the Employer of having the Defect corrected by other people and the Contractor pays this amount.

50.	Payment	As per invoice
51.1	The <i>assessment interval</i> is	As stated on each individual Task Order
51.2	The <i>currency of this contract</i> is the	South African Rand
51.4	The period within which payments are made is	Within 30 days of receipt of the Contractor's tax compliant invoice.
	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	Refer to each individual Task Order.
7	Use of Equipment Plant and Materials	
80	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	There are no additional Employer's risks.

86.1	The <i>Employer</i> provides the insurances stated in the Insurance Table below.	
	INSURANCE TABLE	
	Insurance against	Minimum amount of cover or minimum limit of indemnity as stated for "Format TSC3"
	Assets All Risk	As per the insurance policy document.
	Project insurance	As per the insurance policy document.
	General and Public Liability	As per the insurance policy document.
	Environmental Liability	As per the insurance policy document.
	Transport (Marine)	As per the insurance policy document.
	Motor Fleet and Mobile Plant	As per the insurance policy document.
	Terrorism	As per the insurance policy document.
	Cyber Liability	As per the insurance policy document.
83.1	The <i>Contractor</i> provides the insurances stated in the Insurance Table	
	The insurances provide cover for events which are at the <i>Contractor's</i> risk from the <i>starting date</i> until the end of the <i>service period</i> or a termination certificate has been issued	
	INSURANCE TABLE	
	Insurance against	Minimum amount of cover or minimum limit of

		indemnity
	Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance.
	Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance.
	Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance.
	The <i>Contractor's</i> liability for 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	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
	Liability for 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	The amount required by the applicable law
82.1	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 per that required by the Law.
9	Termination	As per NEC core clause 9
90.2		the <i>Employer</i> may terminate for any reason
A	Data for main Option clause	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	4 weeks
W1.1	Data for Option W1	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator

The <i>Adjudicator</i>		the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA), the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
Address		Johannesburg, South Africa
W1.2(3)	e-mail	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>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
W1.4(5)	The <i>tribunal</i> is:	arbitration
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		the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	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	
X1	Data for secondary Option clauses	
X1.1	Price adjustment for inflation	
The <i>base date</i> for indices is		One month prior to the Contract signature Date
The proportions used to calculate the Price Adjustment Factor are:		Refer to:
X2	Changes in the law	
The <i>additional conditions of contract</i> are		Z1 to Z11 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> . Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result	

of the restructuring of the Electricity Supply Industry.

Z2	Joint ventures
Z2.1	Not applicable
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i>
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	Ethics
Z4.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Service or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).
Z4.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if the <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
Z4.3	Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from the an approved vendor data base of the <i>Employer</i> as a consequence of such practice. 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 <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z5.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .

- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms

of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 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 2 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:

- Z11.1 Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it".

Z12 *Contractor's* Obligation

- Z12.1 The *Contractor's* obligation is to use skill and care normally used by professionals providing the services as detailed in the Works Information.
-

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.

- 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.
- 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.
- 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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. : Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	Not applicable. Not applicable.
11.2(14)	The following matters will be included in the Risk Register	Not applicable.
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	Section C3 of this contract
21.1	The plan identified in the Contract Data is contained in:	Refer to each individual Task Order.
24.1	The key people are: 1 Name: Job: Responsibilities:	
	2 Name: Job: Responsibilities:	
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	Section 2 of this Contract
11.2(19)	The tendered total of the Prices is	

Part 2: Pricing Data

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
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 and• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;

- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Installation, decommissioning and rental of CCTV equipment for Eskom Rotek Industries at various power stations as and when required for a period of 3 years

No	Power Station Name	Insallation price	Decommisioning price	Fault Finding price
1	Ankelrlig PS			
2	Arnot PS			
3	Acasia PS			
4	Camden PS			
5	Drakensburgh PS			
6	Duhva PS			
7	Gariep PS			
8	Gouriekwa PS			
9	Grootvlei PS			
10	Hendrina PS			
11	Ingula PS			
12	Kendal PS			
13	Koebergh PS			
14	Komati PS			
15	Kriel PS			
16	Kusile PS			
17	Lethabo PS			
18	Majuba PS			
19	Matla PS			
20	Matgimba PS			
21	Medupi PS			
22	Palmeit PS			
23	Port Rex PS			
24	Tuthuka PS			
25	Vanderkloof PS			
26	Mbashi PS			
27	ERI Rosh Workshop			
	TOTAL	R -	R -	R -

B) CCTV Equipment Rental Pricelist		
Item No	A full set of CCTV equipment consisting as a minimum the following items	Daily Rental Price
1	AXIS M2026-LE MK II: Day/night, compact and outdoor-ready bullet style HDTV camera, IP66- and IK08-rated. Built-in IR	
2	AXIS P1448-LE: Compact outdoor, 4K Ultra HD (8MP) resolution, day/night, fixed bullet camera providing Forensic WDR and Lightfinder for demanding light conditions. IR corrected varifocal 2.8-9.8 mm F1.6 P-iris lens with remote 3.5x optical zoom	
3	Duxbury AI 16 Port PoE+ Switch with 16-port PoE+Gigabit Ports x 2 SFP ports. 150W Total PoE budget AI Mode support 4 additional modes, AI VLAN, AI Extend, AI PoE and AI QoS. Intelligent power supply, lowest power consumption, supplying the correct power demand of the PD terminal.	
4	Ready NAS 3312 12BAY Rackmount (2U), 4 Gigabit Ethernet LAN ports, Intel® Xeon E3-1225v5 3.3GHz processor, 8GB DDR4 ECC Memory, Expandable to 128GByte DDR4, 12 bays hot-swappable 2.5" or 3.5" SATA/SSD Drive Bays	
5	Cat 6 cable including connectors	
6	Linkbasic 9U Swing Frame Wall Box, 9U Swing Frame Dimensions WxHxD (mm): 600 x 505 x 555 9U COLLAR 200MM	
7	Front mount tray 330mm long	
8	RSA 6 way 16A 19' rack mount ZA Plug 3pin	
9	2 WAY FAN WIRED (WM)	
10	SCREW & NUTS M6 COMPLE 10 IN SET	
11	Mecer 23.8" 16 x 9 TFT LED Wide Monitor, 1920 x 1080 Full HD, W/VGA +	
12	Green Connection 5 Meter HDMI Cable Version 1.4	
13	Rental Price for a full set (Items 1 - 12)	

Item No	CCTV Equipment to be purchased	Unit Price
1	Seagate Skyhawk AI ST10000VE0008 10TB 3.5" HDD Surveillance Drives; SATA 6GB/s Interface; 256MB Cache; RPM: 7200; 512e; 5 Year limited warranty. The Hard Drive must be handed to Eskom Rotek Industries at the end of the project / outage	

C2.3 Description of the *service*

1. Purpose

The purpose of this document is to define the services needed from a contractor for **the provision of temporary CCTV installation, decommissioning and rental service on an as and when required basis for Eskom Rotek Industries up to a period of 3 years**

2. CONTEXT FOR CCTV installation, decommissioning and rental

The Scope of Services is to acquire Enabling Service Agreement over a period of 3 years for The Temporary CCTV Installation, Decommissioning and Rental Service as and when required for Eskom Rotek Industries (ERI) over a period of 3 years

These services are required at power stations listed below and are based on Eskom Generation Generator Outage Program. The outage program may change without notice and is based on Eskom operational requirements. The service provider should note that the services can be required either on a planned or emergency breakdown basis.

These services must be provided as per Eskom Generation Generator Clean Conditions Requirements Work Instruction 240-56178527 and any other relevant site specific work instruction from Eskom Generation. The contractor is expected to provide loan / hire equipment list below in the process of rendering the service as and when required.

All documents referred or mentioned in this document shall be preceded by any latest procedure or policies of ERI. Where data on this document refers to policy or procedure and the reference or information on this document is not the latest, then the procedure or policy or standard will take precedence.

1.1 The Installation of CCTV equipment on the Clean Condition Low and High Risk Areas

The service provider is to undertake the following activities after receiving a request from the employer to install CCTV equipment on site:

1. Service Provider makes travel arrangements and arrives on site as discussed with the employer representative
2. Service Provider to attend specific site safety induction in order to be allowed entry to site.
3. After attending site safety induction and going through the CC&FME Risk Assessment, the Clean Condition Champion will clearly indicate where the CCTV Cameras must be mounted and what area the cameras must cover.
4. The CCTV Cables that are left in the Access Control Cabin must be rolled out to determine their lengths.
5. The correct length cables must be allocated to the respective camera and the service provider must connect both VGA and power plugs to the camera.
6. The cables are to be fixed to the barricading, hand rails with cable ties, the cables must not be left on the floor to create a potential tripping or fire hazard.
7. Where available cables are short or cables need replacing, the service provider must make up new cables from the roll of new cable that will be supplied by the employer.
8. The cables must lead into the Clean Condition Access Control Cabin.

9. All CCTV Cameras must be mounted and fixed firmly on.
10. The CCTV DVR (Computer Box), Screen, Keyboard & Mouse, UPS (Uninterrupted Power Supply) must be fitted in their place and all electrical connections connected.
11. The purpose of the UPS is in the case where by the power is cut off to the Access Control Cabin, the UPS will continue to supply power to the CCTV DVR to continue filming the activities in the areas.
12. The CCTV Camera Power Supplies must be connected and the Power must **not** be switched on.
13. The CCTV cables must be connected to the CCTV DVR and the Power Supplies.
14. The power supplies are to be switched on and checked that they have power.
15. ONLY once all the electrical connections have been connected can the power to the CCTV DVR, Screen and UPS be switched on.
16. The CCTV DVR has been set to automatically access the CCTV Geovision program on start up.
17. There will be a clear indication of which CCTV cameras are not working.
18. If there are cameras that are not working an inspection of the camera, power and cable must be done to determine the fault. Such fault must be corrected immediately.
19. Once all the CCTV Cameras are working, the service provider is required to set up the focus and brightness of each individual camera.
20. Once the whole system is working correctly a test on the UPS must be conducted. To conduct this test the power supply to the Access Control Cabin must be shut off. This will trigger the UPS to activate automatically and the DVR must continue to operate. If this test fails the UPS must be exchanged and clearly marked as "Faulty".
21. Once the CCTV Systems is operating correctly, the Champion will sign off the job card.
22. The Champion will return any equipment that fails to operate correctly to the Homebase for repairs.
23. Please note that repair of ERI owned CCTV equipment is not part of this contracts scope of work.

1.2 The Decommissioning and storing the CCTV System

The service provider is to undertake the following activities after receiving a request from the employer to decommission CCTV equipment on site:

1. Service Provider makes travel arrangements and arrives on site as discussed with the employer representative.
2. Service Provider to attend specific site safety induction in order to be allowed entry to site.
3. After attending site safety induction and going through the CC&FME Risk Assessment, the Clean Condition Champion will clearly indicate which CCTV Cameras must be decommissioned as there could be multiple outages happening at the power stations.
4. It is of utmost importance that the CCTV System is shut down through the Geovision Software and **not** by just switching off the power. This causes damage to the hard drives in the DVR unit when transporting.
5. When the system has shut down the power can be switched off on all the electrical components including the CCTV Power Supplies.
6. Ensure that the power is off then unplug all the electrical connections.
7. Disconnect the CCTV cables from the DVR and the electrical connections to the Power supplies are unscrewed.
8. Disconnect the cables from the CCTV Cameras and cut off the cable ties. The cables must be rolled up in a neatly fashion and stored in the Access Control Cabin.
9. The CCTV Cameras are to be placed into the storage boxes that they arrived in for transport back to Homebase.
10. The Champion will return all the CCTV equipment to the Homebase.

1.3 CCTV Equipment Specifications to be installed and for rental

ERI has invested Capex on the purchase of several CCTV equipment sets to cover potential outages. The specifications of this equipment are listed below. In the event that ERI's equipment is faulty and there is no spare equipment in the ERI's inventory, the service provider will be required to provide loan / hire equipment that is compatible with ERI's own equipment. The service provider will be responsible for replacing their own loan / hire equipment should it be faulty.

1. AXIS M2026-LE MK II: Day/night, compact and outdoor-ready bullet style HDTV camera, IP66- and IK08-rated. Built-in IR
2. AXIS P1448-LE: Compact outdoor, 4K Ultra HD (8MP) resolution, day/night, fixed bullet camera providing Forensic WDR and Lightfinder for demanding light conditions. IR corrected varifocal 2.8-9.8 mm F1.6 P-iris lens with remote 3.5x
3. optical zoom
4. Duxbury AI 16 Port PoE+ Switch with 16-port PoE+Gigabit Ports x 2 SFP ports. 150W Total PoE budget AI Mode support 4 additional modes, AI VLAN, AI Extend, AI PoE and AI QoS. Intelligent power supply, lowest power consumption, supplying the correct power demand of the PD terminal.
5. Ready NAS 3312 12BAY Rackmount (2U), 4 Gigabit Ethernet LAN ports, Intel® Xeon E3-1225v5 3.3GHz processor, 8GB DDR4 ECC Memory, Expandable to 128GByte DDR4, 12 bays hot-swappable 2.5" or 3.5" SATA/SSD Drive Bays
6. Seagate Skyhawk AI ST10000VE0008 10TB 3.5" HDD Surveillance Drives; SATA 6GB/s Interface; 256MB Cache;
7. RPM: 7200; 512e; 5 Year limited warranty
8. Cat 6 cable including connectors
9. Linkbasic 9U Swing Frame Wall Box, 9U Swing Frame Dimensions WxHxD (mm): 600 x 505 x 555
10. 9U COLLAR 200MM
11. Front mount tray 330mm long
12. RSA 6 way 16A 19' rack mount ZA Plug 3pin
13. 2 WAY FAN WIRED (WM)
14. SCREW & NUTS M6 COMPLE 10 IN SET
15. Mecer 23.8" 16 x 9 TFT LED Wide Monitor, 1920 x 1080 Full HD, W/VGA + HDMI & Built-in Speakers - Black
16. Green Connection 5 Meter HDMI Cable Version 1.4

1.4 Location requirements

Due to the nature of ERI's projects, the service will be required at various sites around the country (Republic of South Africa). It is imperative that the service provider has a national coverage and can respond within the specified time frames in order to avoid delays to projects.

These locations are subject to change as ERI acquires further contracts in and around South Africa, current sites are summarised below:

- a) Ankerlig Power Station situated in Cape Town, Western Cape
- b) Arnot Power Station situated in Arnot, Mpumalanga,
- c) Acasia Power Station situated in Cape Town, Western Cape
- d) Camden Power Station situated in Ermelo, Mpumalanga
- e) Drakensberg Power Station situated in Drakensburg, KwaZulu Natal
- f) Duvha Power Station situated in Witbank, Mpumalanga
- g) Gariep Power Station situated in Gariep, Free state
- h) Gouriekwa Power Station situated in Mosselbay, Western Cape

- i) Grootvlei Power Station situated outside Balfour, Gauteng
- j) Hendrina Power Station situated in Hendrina, Mpumalanga
- k) Ingula Power Station situated in Ladysmith, KwaZulu Natal
- l) Kendal Power Station situated outside Witbank, Mpumalanga
- m) Koeberg Power Station situated in Cape Town, Western Cape
- n) Komati Power Station situated outside Witbank, Mpumalanga
- o) Kriel Power Station situated outside Witbank, Mpumalanga
- p) Kusile Power Station situated outside Witbank, Mpumalanga
- q) Lethabo Power Station situated outside Vereeniging, Free State
- r) Majuba Power Station situated outside Volksrust, Mpumalanga
- s) Matla Power Station situated outside Witbank, Mpumalanga
- t) Matimba Power Station situated in Lephalale, Limpopo
- u) Medupi Power Station situated in Lephalale, Limpopo
- v) Palmiet Power Station situated outside Cape Town, Western Cape
- w) Port Rex Power Station situated in East London, Eastern Cape
- x) Tutuka Power Station situated outside Standerton, Mpumalanga
- y) Vanderkloof Power Station situated in Vanderkloof, Northern Cape.
- z) Mbashi Power Station situated outside Mthatha area, Eastern Cape
- aa) ERI Rosherville Workshops situated in Rosherville, Gauteng
- bb) Any other sites as determined by ERI

1.5 Additional services to be provided by the Contractor

The contractor is responsible for providing any specialised equipment for installing CCTV which may include but is not limited to the following:

Project Related Equipment

- 1. Diagonal Cutters
- 2. Linesman's Pliers
- 3. Full set of screwdriver, both 'slot' flathead and Phillips types
- 4. Battery powered/cordless screwdriver and bit set
- 5. Hacksaw, with metal cutting blade
- 6. Tape Measure
- 7. Allen Keys, various smaller metric and inch sizes
- 8. Pair Wire Strippers
- 9. Hammer
- 10. Combo/ Rafter Square
- 11. Torpedo Level
- 12. Battery powered cordless drill with wood/metal and masonry drillbits
- 13. Handheld or hatband LED flashlight
- 14. Retractable Utility Knife
- 15. General purpose crimp tool
- 16. Stepladder

1.6 Transport requirements

The Contractor is responsible for providing transport to team members to enable them to reach designated work sites and back, and to and from the place of accommodation

1.7 Accommodation requirements

Team members' accommodation requirements are to be fulfilled by the Contractor.

1.8 PPE requirements

The Contractor is to provide Personal Protective Equipment (PPE) to their employees before they reach site. All PPE must conform to Eskom/ERI requirements as per procedure 240-44175132, as well as relevant OHSA and SABS procedures. The Contractor is to ensure they are conversant with the terms of these procedures regarding old and damaged PPE. Any team member not on site due to PPE not provided for by the Contractor will not be paid for by ERI.

CC&FME PPE requirements:

1. Hard hat
2. Overall (pants and jacket)
3. Safety Shoes
4. Dedicated Clean Conditions PPE as per ERI PPE Work Instruction & Eskom Generation Generator Clean Conditions Requirements Work Instruction 240-56178527. Two piece Clean Conditions overalls made of 100% cotton and be white in colour. These overalls may not have any pockets, belt loops or metallic fasteners
5. T-Shirts: No clothing other than a pocket-less cotton (Preferably White) T-shirt or underwear may be worn underneath the overall,
6. Clean Condition Safety Shoes,
7. Pocketless Thermal Jacket,
8. Thermal underwear,
9. Pocketless Rain Jackets
10. Special Covid-19 or any other required PPE

1.9 Specific requirements to Contractor

All team members are required to follow the following minimum requirements:

- Fitness for duty reports for all employees who are allocated to install or decommission the CCTVs at each power station
- Police clearance reports for all team members. If ERI suspects a change in this status, ERI may request further clearance at its own discretion, at the cost of ERI. If a team member fails the police clearance, the cost will be reimbursed by the supplier plus all salaries and costs paid to the team member incurred since the change in status.

1.9.1 Services rates:

The services rates may include the following:

- The Contractor must ensure that his /her employees are provided with Personal Protective Equipment (PPE) that is in line with Eskom standards.
- The Contractor will be responsible for transporting their employees to site.
- Medicals

1.9.2 Administration

Furthermore, the Contractor will be required to arrange and administrate their employees, specifically regarding:

- Security permits at Power Stations
- Compile updated portfolio of evidence (POE files) both electronic & hard copy files

- Attend planning & progress meetings where required at Witbank Homebase and/or Rosherville offices
- Booking of flights, accommodation and transport for their workers as and when required.

The *Contractor* shall address the tax invoice to Eskom Rotek Industries SOC Ltd and include on each invoice the following information:

- Name and address of the *Contractor* and ERI;
- The contract number (46xxx) and title;
- Purchase Order (PO) number (45xxxx)_ invoice without PO number will not be paid.
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4330196330;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

1.9.3 Legal

All Contractors are required to conform to the following legal Acts as minimum, but not limited to:

- Basic Condition of Employment Act (BCEA)
- Compensation for Occupational Injuries and Diseases (COID)
- Employment Equity (EE)
- Labour Relations Amendment Act (LRAA)
- Occupational Health and Safety (OHSA)
- Skills Development
- Unemployment Insurance Fund (UIF)

Contractors must also agree to the following binding clauses:

- ERI indemnifies itself against any labour claim regarding any of the aforementioned Acts – this risk will be assumed by the Contractor as employer of the workers – where workers are not considered to be employed by ERI. This includes the cessation of temporary employees at a project at the discretion of ERI, whether due to conclusion of the contract, or any other reason.
- ERI will not assume any risk due to labour unrest and strikes due to improper application of or disputes regarding the aforementioned Acts by employees. Labour unrest, strikes and low performance caused by the above will be counted as workers not at work.
- ERI will not be liable for the accommodation, transport, salaries and other associated costs for team members not at work when required to be.
- Unrest or strike action which is caused by a Contractor withholding payment will constitute immediate breach of contract and may result in termination of that contract. This includes where ERI has not paid the Contractor for employees not at work as stipulated above.

1.9.4 Disciplinary

Contractors may use their own disciplinary processes as the need arises, and in line with those stipulated in the contract (e.g. SHEQ requirements). In the case where ERI is unsatisfied with the disciplinary outcome, or the process is seen as inequitable to the workforce (e.g. employees working in the same area), ERI reserves the right to conduct its own investigation. In the case

where employees are regarded as part of ERI, ERI will conduct its own disciplinary procedures. Otherwise ERI may request the supplier to remove, or reinstate, the resource in question with a replacement immediately.

1.1 Interpretation and terminology

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

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

2 Management strategy and start up.

2.1 The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

Refer to each individual Task Order.

2.2 Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to proactively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

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

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

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

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor and _____</i>

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

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

2.3 Contractor's management, supervision and key people

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

2.4 Provision of bonds and guarantees

Not applicable

2.5 Documentation control

The *Contractor* must comply to the relevant ISO standards.

2.6 Invoicing and payment

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

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4330196330;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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

2.7 Contract change management

Not applicable.

2.8 Records of Defined Cost to be kept by the *Contractor*

Not applicable.

2.9 Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

2.10 Training workshops and technology transfer

Not applicable.

2.11 Design and supply of Equipment

Not applicable.

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

Not Applicable

2.13 Management of work done by Task Order

Refer to the attached for the format.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Contractor to comply with all criteria and constraints as required by law.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints as required by law

3.3 Quality assurance requirements

The *Contractor's* in house policies and procedures to be adhered to.

4 Procurement

Not applicable for the *service* being supplied under this contract.

 Eskom Rotek Industries	Task Order for use with NEC3 Term Service Contract
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		Department:	
Contract No: 46 _____		Task Order No: 45 _____	
Part One: Data provided by the Employer			
	<i>Employer's postal address:</i>	<i>Employer's representative :</i>	
	Eskom Rotek Industries SOC Ltd.	Name	
	Turbo Gen Services	Tel	
	P. O. Box 40099	Fax	
	Cleveland	Cell	
	2022	E-mail	
Detailed description of the work in the Task			
Services and other things provided by the Employer			
Starting date:		Task Completion Date:	
Delay damages:			
The period of reply to a communication for this Task Order is:	2 working days	The Contractor submits a revised programme for this Task Order every	
Contractor's representative :		Employer's representative :	
Signature: _____		Signature: _____	

Part Two: Data provided by the Contractor			
	<i>Contractor's postal address:</i>	<i>Contractor's representative :</i>	
		Name	

		Tel	
		Fax	
		Cell	
		E-mail	
Additional compensation events			
<p>Any other activities not covered by this Task Order</p> <p>Any extension to the planned completion Date.</p> <p>Any delays to the program caused by other contractors.</p>			
Additional data			
Assessment schedule (Part 1. 50.1)			
<p>The full value of this task order will be invoiced upon completion.</p>			
Contractor's representative :		Employer's representative :	
Signature:_____		Signature:_____	

Price List						
Item nr.	Description	Unit	Qty	Unit price	Subtotal	Total Price

Total of the Prices for this Task Order						
Total of the Prices for this Task Order (in words):						
All Prices in this Task Order exclude VAT						
The above prices are valid for 30 days from the date of the <i>Contractors</i> signature below						
<i>Contractor's</i> Delegated Authority: Signature: _____ Name: (Print) _____ Date: _____				<i>Employer's</i> Delegated Authority: Signature: _____ Name: (Print) _____ Date: _____		