Eskom

NEC3 Term Service

Short Contract (TSSC3)

A contract between **Eskom Holdings SOC Ltd**
(Reg No. 2002/015527/30)

and

for **PROVISION OF THE REFURBISHMENT FOR ESKOM LABORATORY STEEL PIPES**

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

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Documentation prepared by:

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

PROVISION OF THE REFURBISHMENT FOR ESKOM FLOW LABORATORY STEEL PIPES

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

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

The offered total of the Prices exclusive of VAT is	**R**
Value Added Tax @ 15% is	**R**
The offered total of the Prices inclusive of VAT is	**R**
(in words)	

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....
(Insert name and address of organisation)

.....

Name & signature of witness .....

Date .....

Tenderer's CIDB registration number: .....

Acceptance

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

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: 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 Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

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

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer .....
(Insert name and address of organisation)

.....

Name & signature of witness .....

Date .....

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

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

C1.2 Contract Data

Data provided by the *Employer*

Clause	Statement	Data
	General	
10.1	The *Employer* 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.	**[●]**
	Fax No.	**[●]**
	E-mail address	**[●]**
	If the *Employer* appoints an *Employer's Agent*, the *Employer's Agent* is:	
14.5	Name	**[●]**
	Address	**[●]**
	Tel No.	**[●]**
	Fax No.	**[●]**
	E-mail address	**[●]**
	The authority of the *Employer's Agent* is	**[●]**
11.2(5)	The *service* is	**Supply, delivery, and installation of UPS and batteries for Bloemfontein, Klerksdorp, Port Elizabeth and Witbank Oil Laboratories.**
11.2(6)	The Service Information is in	**the document called 'Service Information' in Part 3 of this contract.**
30.1	The *starting date* is.	
30.1	The *service period* is.	**12 months**
13.2	The *period for reply* is	**1 weeks**
50.1	The *assessment day* is the	
51.2	The interest rate on late payment is	**N/A**
80.1	The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer*'s property in excess of	**the amount of the deductibles relevant to the event**
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	**No**

93.1	The *Adjudicator* is	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
	Address	**[●]**
	Tel No.	**[●]**
	Fax No.	**[●]**
	e-mail	**[●]**
93.2(2)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body**
93.4	The *tribunal* is:	**arbitration.**
	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
	The place where arbitration is to be held is	**[●] South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

The *conditions of contract* are the NEC3 Term Service Short Contract (April 2013)[1][2] and the following additional conditions Z1 to Z11 which always apply:

Z1 Cession delegation and assignment

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

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

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

Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business

[1] If the previous edition applies change 'April 2013' for 'September 2009'.
[2] State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za

composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

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

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

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

Z3 Confidentiality

Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z3.3 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.

Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer*'s 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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z5 Health, safety and the environment

Z5.1 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*:

- 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 *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.

Z5.2 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.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Service Information, showing the correctly assessed amount due for payment.

Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z8 *Employer's* limitation of liability; Add to clause 80.2

Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 Termination: Add to clause 90.2, after the words "or its equivalent":

Z9.1 or had a business rescue order granted against it.

Z10 Addition to Clause 50.4

Z10.1 If the amount due for the *Contractor*'s payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor*'s obligation to Provide the Service.

Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing means, as the context requires, the *Contractor*, or any member thereof in the case of

Party a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor*'s obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z __12.1 Replace condition of contract 82 with the following:

Insurance cover 82

82.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

82.2 The *Contractor* provides the insurances in the Insurance Table A, from the *starting date* until the until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the *Contractor* to the *Employer*'s property	The replacement cost where not covered by the *Employer*'s insurance The *Employer*'s policy deductible as at contract date, where covered by the *Employer*'s insurance

Loss of or damage to equipment, plant and materials	The replacement cost where not covered by the *Employer*'s insurance The *Employer*'s policy deductible as at contract date, where covered by the *Employer*'s insurance
The *Contractor*'s liability for loss of or damage to property (except the *Employer*'s property, equipment and other things used to Provide the Service) and for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service	Loss of or damage to property The replacement cost Bodily injury to or death of a person The amount required by the applicable law
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

82.3 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	**Minimum amount of cover or minimum limit of indemnity**
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS

site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL means occupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Employer*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-

minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

Data provided by the *Contractor* (the *Contractor*'s Offer)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)[3] in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

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

10.1	The *Contractor* is (Name):	**[●]**
	Address	**[●]**
	Tel No.	**[●]**
	Fax No.	**[●]**
	E-mail address	**[●]**
63.2	The percentage for overheads and profit added to the Defined Cost for people is	**[●]%**
63.2	The percentage for overheads and profit added to other Defined Cost is	**[●]%**
11.2(4)	The Price List is in	**the document called 'Price List' in Part 2 of this contract.**
11.2(4)	The offered total of the Prices for part of the *service* in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	**R[●]** **excluding VAT** **[in words]** **[●]** **excluding VAT**

[3] Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za.

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

C2.2 Price List

Part 1

FLOW METROLOGY AREAS	DISCRIPTION	DIAMETER	LENGTH (MM)	THICKNESS (MM)	QTY	UNIT PRICE	TOTAL PRICE
Right side of Resevoir	Elbow	700	167	6.3	1		
	Straight Slightly Bend	700	4130	6.3	1		
	Straight	700	6680	6.3	3		
	Y-Section	700	2840	6.3	1		
Front of Resevoir	Elbow	300	994	6.5	1		
	Spool - Straight	300	1560	6.5	1		
	Straight	300	6190	6.5	2		
	BI-Directional Elbow	300	650	6.5	1		
	Reservoir manhole covers		2430 x 1570		4		
Left side of Resevoir	Straight Pipes	400	9060	6.5	7		
	Elbow	400	1550	6.5	2		
	Long Bend	400	2110	6.5	2		
	Striaght Pipe	150	110	5.7	1		
	Long Elbow	150	1108	5.7	1		
	Short Elbow	150	460	5.7	1		
Concrete Tower	Duck Foot	400	800	6.5	3		
	Straight Pipe	400	3600	6.5	12		
	Short Elbow	400	460	6.5	2		
	Short Elbow	150	750	5.7	2		
	Reduser	1100	600		1		
	Gavanize Tank		2400 x 2500		1		
	Supply IBR Galvanized Roof Sheet		6000		1		
	Supply IBR Firberglass Clear View		6000		1		
	Tower Staircase Steel & Handrails		21000		1		
Testing Area Laboratory	Straight Pipe	700	3110	6.3	1		
	Long Radius Bend	700	3300	6.3	1		
	Spool Piece	700	1200	6.3	1		
	Straight Pipe	700	7900	6.3	2		
	Spool Piece	700	1900	6.3	1		
	Spool Piece	50	1200	3.1	1		
	Straight Pipe	700	1445	6.3	1		

	Straight Pipe	700	3900	6.3	1		
	Straight Pipe	700	1900	6.3	1		
	Straight Pipe	700	1500	6.3	1		
	Long Radius Bend	700	3300	6.3	1		
	Straight Pipe	700	1680	6.3	1		
	Duckfoot	700	1600	6.3	1		
	Straight Pipe	700	520	6.3	1		
	Straight Pipe	700	3900	6.3	1		
	Long Radius Bend	700	1600	6.3	1		
	Straight Pipe	700	500	6.3	1		
	Long Radius Bend	700	600	6.3	1		
	Reduser Pipe	1150	500	9.1	1		
	Reduser Pipe	1150	3900	9.1	1		
	Reduser Pipe	1200	500	9.1	1		
	Reduser Pipe	1200	5900	9.1	1		
	Straight Pipe	450	1960	6.3	1		
	Straight Pipe	450	3600	6.3	4		
	Straight Pipe	450	1900	6.3	1		
	Straight Pipe	450	3950	6.3	1		
	Straight Pipe	450	5900	6.3	2		
	Straight Pipe	450	1900	6.3	2		
	Straight Pipe	450	1200	6.3	1		
	Straight Pipe	450	500	6.3	1		
	Y-Section	450	1810	6.3	1		
	Long Radius Bend	450	2400	6.3	1		
	Straight Pipe	450	3900	6.3	1		
	Straight Pipe	450	1950	6.3	1		
	Straight Pipe	450	1100	6.3	1		
	Straight Pipe	450	6300	6.3	1		
	Straight Pipe	450	3900	6.3	1		
	Reducer Pipe	700	500	6.3	1		
	Straight Pipe	450	3940	6.3	1		
	T-Piece	450	2220	6.3	1		
	Straight Pipe	450	1700	6.3	1		
	Straight Pipe	450	8000	6.3	1		
	Straight Pipe	450	5000	6.3	1		
	Straight Pipe	450	250	6.3	1		
	Straight Pipe	450	550	6.3	1		

	Straight Pipe	450	1500	6.3	1		
	Straight Pipe	450	560	6.3	1		
	Straight Pipe	450	220	6.3	1		
	Straight Pipe	450	1400	6.3	1		
	Straight Pipe	450	2700	6.3	1		
	Long Radius Bend	450	2040	6.3	1		
	Straight Pipe	450	2220	6.3	1		
	Straight Pipe	450	200	6.3	1		
	Straight Pipe	150	5700	5.7	1		
	T-Piece	150	440	5.7	1		
	Straight Pipe	150	2000	5.7	1		
	T-Piece	150	440	5.7	1		
	Straight Pipe	150	400	5.7	1		
	Elbow	150	400	5.7	2		
	T-Piece	150	370	5.7	1		
	Straight Pipe	150	300	5.7	1		
	Reduser Pipe	350	550	6.7	1		
	Straight Pipe	150	2000	5.7	1		
	Straight Pipe	150	900	5.7	1		
	Reduser Pipe	250	270	6.7	2		
	Straight Pipe	100	700	3.1	2		
	Straight Pipe	100	1700	3.1	1		
	Straight Pipe	100	580	3.1	1		
	Straight Pipe	100	3000	3.1	1		
	Straight Pipe	100	2960	3.1	1		
	T-Piece	100	420	3.1	1		
	Straight Pipe	100	330	3.1	1		
	Straight Pipe	50	2500	3.1	2		
	Straight Pipe	50	1380	3.1	1		
	Straight Pipe	50	1200	3.1	2		
	Straight Pipe	50	2700	3.1	1		
	Straight Pipe	150	225	5.7	1		
	Straight Pipe	150	660	5.7	1		
	Reduser Pipe	250	270	6.7	2		
	Straight Pipe	150	2010	5.7	1		
	Elbow	150	250	5.7	1		
	Straight Pipe	150	200	5.7	1		
	Straight Pipe	150	1500	5.7	2		

	Reduser Pipe	500	1220	6.5	1		
	Straight Pipe	200	6100	6.5	1		
	Reduser Pipe	500	1220	6.5	1		
	Straight Pipe	300	1520	6.5	1		
	Straight Pipe	230	6100	6.7	1		
	Straight Pipe	300	1220	6.5	1		
	Straight Pipe	300	1520	6.5	1		
	Straight Pipe	300	6100	6.5	1		
	Straight Pipe	350	6100	6.6	1		
	Straight Pipe	350	3050	6.6	1		
	Reduser Pipe	500	1220	6.5	1		
	Straight Pipe	150	6100	5.7	1		
	Straight Pipe	350	6000	6.6	1		
	Straight Pipe	250	6000	6.7	1		
	Reduser Pipe	600	1220	6.2	1		
	Straight Pipe	250	3050	6.7	1		
	Straight Pipe	250	1520	6.7	1		
	Reduser Pipe	600	1220	6.2	1		
	Straight Pipe	580	1000	6.2	2		
	Straight Pipe	580	1500	6.2	1		
	Straight Pipe	350	3050	6.6	1		
	Straight Pipe	150	3040	5.7	1		
	Reduser Pipe	500	1220	6.5	1		
	Straight Pipe	350	1220	6.6	1		
	Straight Pipe	350	3000	6.6	1		
	Straight Pipe	200	3050	6.5	1		
	Reduser Pipe	550	1220	6.2	1		
	Straight Pipe	200	1400	6.5	1		
	Straight Pipe	350	300	6.6	1		
	Reduser Pipe	550	1220	9.1	1		
	Straight Pipe	200	3000	6.5	1		
	Straight Pipe	350	4000	6.6	1		
	Straight Pipe	350	3050	6.6	1		
	Straight Pipe	350	4000	6.6	1		
	Straight Pipe	600	9000	6.2	1		
	Straight with Reduser	500	6000	6.5	1		
	Straight Pipe	500	9000	6.5	1		
	Straight Pipe	600	9000	6.2	1		

	Reduser Pipe	850	300	8.1	3		
	Reduser Pipe	1050	600	9.1	1		
	Straight Pipe	350	3050	6.7	2		
	Straight Pipe	500	9000	6.5	1		
	Reduser Pipe	1100	600	9.1	1		
	Reduser Pipe	950	300	8.2	1		
	Straight Pipe	450	6000	6.3	1		
	Straight with Reduser	300	6000	6.5	1		
	Straight Pipe	260	9000	6.7	1		
	Straight Pipe	300	6400	6.5	1		
	Straight Pipe	450	6000	6.3	1		
	Straight Pipe	500	5000	6.5	1		
	Straight Pipe	400	6100	6.5	1		
	Straight Pipe	350	3500	6.7	1		
	Straight Pipe	400	2470	6.5	1		
	Straight Pipe	450	9000	6.3	1		
	Straight Pipe	450	6100	6.3	1		
	Straight Pipe	500	3000	6.5	1		
	Straight Pipe	250	3220	6.7	1		
	Reduser Pipe	650	300	6.2	1		
	Straight Pipe	300	1800	6.5	1		
	Straight Pipe	400	2000	6.5	8		
	Straight Pipe	400	1500	6.5	1		
	Straight Pipe	450	9000	6.3	1		
	Straight Pipe	450	1000	6.3	1		
	Straight Pipe	400	800	8.0	10		
	Straight Pipe	200	3800	6.5	2		
	Straight Pipe	200	3500	6.5	2		
	Concrete channel cover plates	4	2500 x 1350				
PUMP HOUSE	Straight Pipe	400	170	6.5	1		
	Straight Pipe	400	1200	6.5	1		
	Straight Pipe	400	440	6.5	1		
	Straight Pipe	400	800	6.5	1		
	Straight Pipe	400	150	6.5	1		
	Straight Pipe	400	1220	6.5	1		
	Straight Pipe	400	700	6.5	1		
	Straight Pipe	400	360	6.5	1		

	Straight Pipe	400	860	6.5	1		
	Straight Pipe	400	600	6.5	1		
	Straight Pipe	400	320	6.5	1		
	Straight Pipe	400	2300	6.5	1		
	Straight Pipe	400	330	6.5	1		
	Straight Pipe	400	260	6.5	1		
	Straight Pipe	400	1500	6.5	1		
	Straight Pipe	400	850	6.5	1		
	Straight Pipe	400	500	6.5	1		
	Straight Pipe	400	930	6.5	1		
	Straight Pipe	400	610	6.5	1		

		TOTAL PRICE
Site Establishment cost	Including Induction, Entry medial & PPE, cranage mobilisation, scaffolding mobilisation, site facility mobilisation of safety & quality files	
Disassemble costs	Disassemble existing piping spools and load in the truck and transport piping spool from site to our workshop (Rate include cranage, riggers, equipment, scaffolding where required and cutting/unbolting of bolts and nuts	
Assemble costs	Load piping spools into a truck and transport to site for final installation, touch- ups etc. (Rates include cranage, riggers, equipment, scaffolding where required and installation of bolts and nuts supply)	
Site dis-establishment cost	Induction, exit medical, cranage demobilisation, site facility demobilisation	

TOWER STAIRCASE AND HANDRAIL

Daily site Rates for supply of management & staff on site				
Item	**Category of Employment**	**Quantity**	**Normal Time- day**	**standing Time- Per hour**
1	Site Manager	1		
2	Supervisor/ Driver	1		
3	GRP Applicator/ Laminator	3		

Daily site for supply of all tools & equipment

		Price
4	Supply of site transportation for crew	
5	Supply of all tools and equipment	
6	Supply non-pneumtic tools for surface preparation and cleaning	

Rates for materials supply for the surface preparation & protection- hand apply

		Price
7	Supply of chlor rid metallic salt decontamination solution & test	
8	Topcoat	
SUBTOTAL		
VAT%		
TOTAL		

C3: Scope of Work

C3.1 Service Information

SCOPE OF WORK

The scope of work is to provide major refurbishment of the Eskom Flow Laboratory carbon steel pipes and components as per below.

Refurbishment to be carried on the below items:

Flow Metrology Areas	DISCRIPTION	DIAMETER	LENGTH MM	THICKNESS MM	QUANTITY
Right side of Resevoir	Elbow	700	167	6.3	1
	Straight Slightly Bend	700	4130	6.3	1
	Straight	700	6680	6.3	3
	Y-Section	700	2840	6.3	1
Front of Resevoir	Elbow	300	994	6.5	1
	Spool - Straight	300	1560	6.5	1
	Straight	300	6190	6.5	2
	BI-Directional Elbow	300	650	6.5	1
	Reservoir manhole covers		2430 x 1570		4
Left side of Resevoir	Straight Pipes	400	9060	6.5	7
	Elbow	400	1550	6.5	2
	Long Bend	400	2110	6.5	2
	Striaght Pipe	150	110	5.7	1
	Long Elbow	150	1108	5.7	1
	Short Elbow	150	460	5.7	1
Concrete Tower	Duck Foot	400	800	6.5	3
	Straight Pipe	400	3600	6.5	12
	Short Elbow	400	460	6.5	2
	Short Elbow	150	750	5.7	2
	Reduser	1100	600		1
	Gavanize Tank		2400 x 2500		1
	Supply IBR Galvanized Roof Sheet		6000		1
	Supply IBR Firberglass Clear View		6000		1
	Tower Staircase Steel & Handrails		21000		1
Testing Area Laboratory	Straight Pipe	700	3110	6.3	1
	Long Radius Bend	700	3300	6.3	1
	Spool Piece	700	1200	6.3	1
	Straight Pipe	700	7900	6.3	2
	Spool Piece	700	1900	6.3	1
	Spool Piece	50	1200	3.1	1
	Straight Pipe	700	1445	6.3	1
	Straight Pipe	700	3900	6.3	1
	Straight Pipe	700	1900	6.3	1
	Straight Pipe	700	1500	6.3	1
	Long Radius Bend	700	3300	6.3	1
	Straight Pipe	700	1680	6.3	1
	Duckfoot	700	1600	6.3	1
	Straight Pipe	700	520	6.3	1
	Straight Pipe	700	3900	6.3	1
	Long Radius Bend	700	1600	6.3	1

	Straight Pipe	700	500	6.3	1
	Long Radius Bend	700	600	6.3	1
	Reduser Pipe	1150	500	9.1	1
	Reduser Pipe	1150	3900	9.1	1
	Reduser Pipe	1200	500	9.1	1
	Reduser Pipe	1200	5900	9.1	1
	Straight Pipe	450	1960	6.3	1
	Straight Pipe	450	3600	6.3	4
	Straight Pipe	450	1900	6.3	1
	Straight Pipe	450	3950	6.3	1
	Straight Pipe	450	5900	6.3	2
	Straight Pipe	450	1900	6.3	2
	Straight Pipe	450	1200	6.3	1
	Straight Pipe	450	500	6.3	1
	Y-Section	450	1810	6.3	1
	Long Radius Bend	450	2400	6.3	1
	Straight Pipe	450	3900	6.3	1
	Straight Pipe	450	1950	6.3	1
	Straight Pipe	450	1100	6.3	1
	Straight Pipe	450	6300	6.3	1
	Straight Pipe	450	3900	6.3	1
	Reducer Pipe	700	500	6.3	1
	Straight Pipe	450	3940	6.3	1
	T-Piece	450	2220	6.3	1
	Straight Pipe	450	1700	6.3	1
	Straight Pipe	450	8000	6.3	1
	Straight Pipe	450	5000	6.3	1
	Straight Pipe	450	250	6.3	1
	Straight Pipe	450	550	6.3	1
	Straight Pipe	450	1500	6.3	1
	Straight Pipe	450	560	6.3	1
	Straight Pipe	450	220	6.3	1
	Straight Pipe	450	1400	6.3	1
	Straight Pipe	450	2700	6.3	1
	Long Radius Bend	450	2040	6.3	1
	Straight Pipe	450	2220	6.3	1
	Straight Pipe	450	200	6.3	1
	Straight Pipe	150	5700	5.7	1
	T-Piece	150	440	5.7	1
	Straight Pipe	150	2000	5.7	1
	T-Piece	150	440	5.7	1
	Straight Pipe	150	400	5.7	1
	Elbow	150	400	5.7	2
	T-Piece	150	370	5.7	1
	Straight Pipe	150	300	5.7	1
	Reduser Pipe	350	550	6.7	1
	Straight Pipe	150	2000	5.7	1
	Straight Pipe	150	900	5.7	1
	Reduser Pipe	250	270	6.7	2
	Straight Pipe	100	700	3.1	2
	Straight Pipe	100	1700	3.1	1
	Straight Pipe	100	580	3.1	1
	Straight Pipe	100	3000	3.1	1
	Straight Pipe	100	2960	3.1	1
	T-Piece	100	420	3.1	1

	Straight Pipe	100	330	3.1	1
	Straight Pipe	50	2500	3.1	2
	Straight Pipe	50	1380	3.1	1
	Straight Pipe	50	1200	3.1	2
	Straight Pipe	50	2700	3.1	1
	Straight Pipe	150	225	5.7	1
	Straight Pipe	150	660	5.7	1
	Reduser Pipe	250	270	6.7	2
	Straight Pipe	150	2010	5.7	1
	Elbow	150	250	5.7	1
	Straight Pipe	150	200	5.7	1
	Straight Pipe	150	1500	5.7	2
	Reduser Pipe	500	1220	6.5	1
	Straight Pipe	200	6100	6.5	1
	Reduser Pipe	500	1220	6.5	1
	Straight Pipe	300	1520	6.5	1
	Straight Pipe	230	6100	6.7	1
	Straight Pipe	300	1220	6.5	1
	Straight Pipe	300	1520	6.5	1
	Straight Pipe	300	6100	6.5	1
	Straight Pipe	350	6100	6.6	1
	Straight Pipe	350	3050	6.6	1
	Reduser Pipe	500	1220	6.5	1
	Straight Pipe	150	6100	5.7	1
	Straight Pipe	350	6000	6.6	1
	Straight Pipe	250	6000	6.7	1
	Reduser Pipe	600	1220	6.2	1
	Straight Pipe	250	3050	6.7	1
	Straight Pipe	250	1520	6.7	1
	Reduser Pipe	600	1220	6.2	1
	Straight Pipe	580	1000	6.2	2
	Straight Pipe	580	1500	6.2	1
	Straight Pipe	350	3050	6.6	1
	Straight Pipe	150	3040	5.7	1
	Reduser Pipe	500	1220	6.5	1
	Straight Pipe	350	1220	6.6	1
	Straight Pipe	350	3000	6.6	1
	Straight Pipe	200	3050	6.5	1
	Reduser Pipe	550	1220	6.2	1
	Straight Pipe	200	1400	6.5	1
	Straight Pipe	350	300	6.6	1
	Reduser Pipe	550	1220	9.1	1
	Straight Pipe	200	3000	6.5	1
	Straight Pipe	350	4000	6.6	1
	Straight Pipe	350	3050	6.6	1
	Straight Pipe	350	4000	6.6	1
	Straight Pipe	600	9000	6.2	1
	Straight with Reduser	500	6000	6.5	1
	Straight Pipe	500	9000	6.5	1
	Straight Pipe	600	9000	6.2	1
	Reduser Pipe	850	300	8.1	3
	Reduser Pipe	1050	600	9.1	1
	Straight Pipe	350	3050	6.7	2
	Straight Pipe	500	9000	6.5	1
	Reduser Pipe	1100	600	9.1	1

	Reduser Pipe	950	300	8.2	1
	Straight Pipe	450	6000	6.3	1
	Straight with Reduser	300	6000	6.5	1
	Straight Pipe	260	9000	6.7	1
	Straight Pipe	300	6400	6.5	1
	Straight Pipe	450	6000	6.3	1
	Straight Pipe	500	5000	6.5	1
	Straight Pipe	400	6100	6.5	1
	Straight Pipe	350	3500	6.7	1
	Straight Pipe	400	2470	6.5	1
	Straight Pipe	450	9000	6.3	1
	Straight Pipe	450	6100	6.3	1
	Straight Pipe	500	3000	6.5	1
	Straight Pipe	250	3220	6.7	1
	Reduser Pipe	650	300	6.2	1
	Straight Pipe	300	1800	6.5	1
	Straight Pipe	400	2000	6.5	8
	Straight Pipe	400	1500	6.5	1
	Straight Pipe	450	9000	6.3	1
	Straight Pipe	450	1000	6.3	1
	Straight Pipe	400	800	8.0	10
	Straight Pipe	200	3800	6.5	2
	Straight Pipe	200	3500	6.5	2
	Concrete channel cover plates	4	2500 x 1350		
PUMP HOUSE	Straight Pipe	400	170	6.5	1
	Straight Pipe	400	1200	6.5	1
	Straight Pipe	400	440	6.5	1
	Straight Pipe	400	800	6.5	1
	Straight Pipe	400	150	6.5	1
	Straight Pipe	400	1220	6.5	1
	Straight Pipe	400	700	6.5	1
	Straight Pipe	400	360	6.5	1
	Straight Pipe	400	860	6.5	1
	Straight Pipe	400	600	6.5	1
	Straight Pipe	400	320	6.5	1
	Straight Pipe	400	2300	6.5	1
	Straight Pipe	400	330	6.5	1
	Straight Pipe	400	260	6.5	1
	Straight Pipe	400	1500	6.5	1
	Straight Pipe	400	850	6.5	1
	Straight Pipe	400	500	6.5	1
	Straight Pipe	400	930	6.5	1
	Straight Pipe	400	610	6.5	1

The service provider is expected on a **ONCE-OFF** basis to carryout refurbishment as follows:

- Remove pipes where required
- Conduct all necessary inspections and testing on the pipes including but not limited to welds, cracks, corrosion, internal and external conditions.
- Conduct surface preparation by means of deep cleaning, remove grit and sandblasting.
- Conduct repairs where necessary by means of weld patches, weld fills or deposit or replace worn-out sections.
- Apply coating at a thickness of 800 microns to the internal surfaces. The external surfaces will be coated with primer at 175 microns, followed by the application of a suitable UV topcoat to ensure long-term protection as means for corrosion protection as per relevant standards indicated in the

QCP. Service provider may also propose their preferred method of internal lining and external coating.
- Service provider to provide project schedule prior commencement of project.
- Supplier to supply a crane for removal of pipes and dismantling vertical pipes inside a 21-meter concrete tower.

Supply and Deliver

The service provider is expected to provide the following:

- All consumables which may be required such as gaskets, lubricants etc.
- All broken components such as bolts, nuts, struts, etc.
- Provision of crane with a minimum knuckle boom of 21 meter.
- Provision of slings, chain blocks, all rigging equipment or requirements.
- Provision of scaffolding or alternative lifting equipment.

General

Service Provider must provide:

- Their own full Personal Protective Equipment (Include in the quotation)
- Their own first aid box (Include in the quotation)
- Safety File (Include in the quotation)
- Their own printing papers for reports where necessary.
- Service provider is responsible for dismantling, taking out, handling or machine lifting, transportation where necessary and re-installing and commissioning the pipes.
- It is the responsibility of the service provider to confirm and ensure that all the Eskom Flow Laboratory Pipes are included in their BOQ. Ensure to confirm the above lists.
- All carbon steel pipes not painted from pump-house, to tower and to the test area inside laboratory to be refurbished.
- Service Provider to confirm on-site the pipes schedule and flange standards.
- Pipes to be pressure tested on-site after installation in the presence of the service provider and service provider is responsible for closing off leaks.
- Service provider to provide at least 120 Months workmanship warranty which shall be executed whenever water starts leaking.

Quality

The Service Provider must have and adhere to their QCP.

1. Description of the *service*

Invoicing and payment

Clause 50.2 states invoices submitted by the *Contractor* include the details stated in the Scope to show how the amount due has been assessed. Also state what must be shown on the Invoice. The following text is suggested.

The following details shall be shown on or attached to each Invoice to show how the amount due has been assessed:

The *Contractor* shall address the tax invoice to Eskom Research and Innovation centre and include on it the following information:

Name and address of the *Contractor* and the *Employer's Agent;*
The contract number and title;
Contractor's VAT registration number;
The *Employer*'s VAT registration number 4740101508;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

Health and safety
The *Contractor* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the *service*s.

- Letter of Good Standing
- Acknowledgment of Life Saving Rules
- Signed SHE Policy
- 37(2) Eskom Agreement
- Baseline Risk Assessment

Eskom's cardinal rules

The Eskom Cardinal Rules are non-negotiable safety rules that aim to prevent serious at-risk behaviours and promoting a safe working environment at all locations. There may be instances where divisions and or business units have additional cardinal rules addressing their specific risks and these will be supplementary to the five Eskom Cardinal Rules.

The five Eskom Cardinal Rules that the service provider must adhere to, and are as follows:

- Rule 1: "Open, isolate, test, earth, bond and/or insulate before touch"
- Rule 2: "Hook up at height"
- Rule 3: "Buckle Up"
- Rule 4: "Be Sober"
- Rule 5: "Ensure that you have a permit to work"

All safety rules and requirements are important and must be adhered to. The Eskom Cardinal Rules are different from regular safety rules in that they are considered higher order rules. If any of the Eskom Cardinal Rules are not adhered to, it will result in a disciplinary process in accordance with the Eskom Disciplinary Code and Procedure, which will have the power of dismissal

Title	Date or revision	Tick if publicly available
General Specifications:		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
Technical specifications:		

3. Constraints on how the *Contractor* Provides the Service

- Working on weekends as the sites are open Monday to Friday 8:00 to 16:30.
-

3.1 Meetings

- Kick off meeting shall be held prior commencement of the supply and services.
- Payment assessment meeting shall help upon completion of the supply and services.
- Any another meeting requested by the supplier or employer shall be he as and when required.

3.2 Use of standard forms

- Only TSSC form to be used for this project.

3.3 Invoicing and payment

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

_____

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor*'s VAT registration number;
- The *Employer*'s VAT registration number 4740101508;
- The total of
- The Price for each lump sum item in the Price List or Task Order which the Contractor has completed;
- Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the Contractor has completed by the rate,
- Other amounts to be paid to the Contractor;
- Less amounts to be paid by or retained from the Contractor;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the Contractor has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the Contractor must keep records of amounts paid by employer for people employed by the Contractor, plant and materials, work subcontracted by the Contractor and equipment. [See clause 11.2(2) and 63.2].

3.6 B-BBEE and preferencing scheme

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

4. Requirements for the plan

The Service Provider must have and adhere to their QCP.

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task-by-Task basis

Task Order No. **[●]** *service* .**[●]**

To: **[●]**.....
..... (*Contractor*)

I propose to instruct you to carry out the following task:

Description **[●]**

Starting date **[●]**

Completion Date **[●]**

Delay damages per week **[●]**

Please submit your price and programme proposals below.

Signed: Date

(for *Employer*)

Total of Prices for items of work on the Price List (details attached) R._____

Total of Prices for items of work not on the Price List (details attached). R._____

Total of the Prices for this Task Order R _____

The programme for the Task is ..... [ref] (attached)

Signed: Date

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed: Date:

(for *Employer*)