

NEC3 Term Service Contract (TSC3)

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

and

for **TGS - SUPPLY OF FOREIGN MATERIAL EXCLUSION**
(FME) COVERS AND DEVICES

Contents:

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CONTRACT No. **RRR00**

Documentation prepared by:

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PART C1: AGREEMENTS & CONTRACT DATA

Contents:

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C1.2b	Contract Data provided by the <i>Contractor</i>

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:

TGS - SUPPLY OF FOREIGN MATERIAL EXCLUSION (FME) COVERS AND DEVICES

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	N/A - Enabling Contract
	Value Added Tax @ 15% is	N/A - Enabling Contract
	The offered total of the amount due inclusive of VAT is ¹	N/A - Enabling Contract
	including VAT. The Price will be based on the Rate Table in C2 of this Contract, the Price per SOW will be determined per Task Order issued on a as and when required basis.	

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:

(Insert name and address of organisation)

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**

.....
.....
.....
Gersh Bonga
General Manager
Turbo Gen Services
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 _____

 Gersh Bonga
 General Manager
 Turbo Gen Services
 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 X18: Limitations of liability X19: Task Order X20: Key Performance indicators 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):	
	Address	ERI Rosherville Offices
	Tel	011 629
	e-mail	@eskom.co.za
11.2(13)	The Affected Property is	Various Eskom Sites.

11.2(14)	The <i>service</i> is	TGS - Supply of foreign material exclusion (FME) covers and devices
11.2(15)	The following matters will be included in the Risk Register	To be advised
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	1 day
21.1	The Contractor's main responsibilities	As per the scope of work defined in Part 3 of this contract.
3	The <i>Contractor</i> submits a first plan for acceptance within	One week of the Contract Date and as stated in each Task Order, as applicable.
30.1	Time	
30.1	The <i>starting date</i> is.	Date of Signature of contract and issue of the official order. The individual Task order dates will stipulate start and end dates, this will apply per SOW and must be mutually agreed between both parties
4	The <i>service period</i> is	5 Years from date of signature. This contract is an enabling contract the need will be dictated by business requirements.
42	The defects date is	52 weeks after the completion of each task order. The time to respond to a defect's notification will be 2 calendar days.
42(cont.)	Notifying and correcting Defects	As per clause 42.1, 42.2 and 42.3 of the NEC contract
50.1	Payment	
51.1	The <i>assessment interval</i> is	On completion of the SOW and 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 60 days of receipt of the Contractor's tax compliant invoice.
51.5	Retention for performance measurement	Not applicable
6	The <i>interest rate</i> is	Zero percent above 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.
7	Compensation events	Any additional scope that was not catered for in the tender.
8	Use of Equipment Plant and Materials	
80	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
83.1	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" available on
	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.

	<p>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</p>	<p><u>Loss of or damage to property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount required by the applicable law.</p>
	<p>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</p>	<p>The amount required by the applicable law</p>
9	Termination	
90.1	<p>The Employer may terminate the Contract for any reason suffice that the reason given by the Employer complies with this contract and is in terms of clause 90.1."</p>	
90.2	<p>In terms of clause 90.2 of the <i>conditions of contract</i>, the <i>Employer</i> may terminate for any reason other than R1-R21.</p>	
90.3	<p>Will apply in respect of payment. All outstanding invoices and Delivery notes will be required by the Employer.</p>	
92	Procedure on Termination	
	<p>The procedure will be as per 92.1</p>	<ol style="list-style-type: none"> 1. The procedure will be as per 92.1 The Employer may use any plant and materials provided by the Contractor - (P1), 2. Employer's use of Plant and Materials 92.2 (P2) all plant and material paid for by Employer remains the property of the Employer. 3. 92.2 (P4) all SOW and services that is due as per Official Orders issued are to be delivered to the Employer.
	Data for main Option clause	Option A
20.5	Priced contract with price list	
	<p>The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than</p>	<p>Not applicable as the full supply of the <i>service</i> is unknown.</p>
W1.1	Data for Option W1	<p>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</p>
	The <i>Adjudicator</i>	<p>the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa</p>

		(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	This is a as and when required Contract, for a maximum period of 5 years The prices are fixed for the first 12 month period. There will therefore be annual escalation based on section C3 of the SEIFSA labour Rates Table and will be applied when applicable.
X2	Changes in the law	This parties will abide to all South African Laws and regulations
X18	Limitation of liability	Limitation of Liability The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Consultant's</i> indirect or consequential loss is limited to R0.00 (zero Rand) 82.1: For any one event, the liability of the <i>Contractor</i> to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to the amount stated in the Contract Data. The <i>Contractor</i> is

		<p>not liable to the <i>Employer</i> for loss or revenue or profit except as provided for in the conditions of Contract. Exclusions or limitation of liabilities applies in contract, delict and otherwise and to the maximum extent permitted in law.</p> <p>82.2: The <i>Contractor</i> is not liable for indirect, special, incidental or consequential damages or loss of profits or revenues, loss of data, loss of use of equipment, cost of capital, cost of substitute equipment, services of facilities.</p> <p>82.3: The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with the Contract, other than the excluded matters, is limited to the Total of the Prices for the related Task Order. The excluded matters are amounts payable as stated in this Contract by the <i>Contractor</i> for loss and damage to third party property (other than the <i>Contractor's</i> Service, plant and materials) and death or injury to a person.</p>
X19	Providing the Service by Task Order	<p>Task Order</p> <p>X19.2 The amount for delay damages for late completion of the service to be calculated at 5% per week of the relevant Task Order value.</p> <p>X19.5 The <i>Contractor</i> submits a Task Order programme to the Service Manager within 5 days of receiving the Task Order.</p>
The additional conditions of contract 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> .	
Z1.2	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. 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.
Z4.3	Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.
Z5	Confidentiality
Z5.1	The <i>Contractor / Employer</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 / Employer</i> , enters the public domain or to information which was already in the possession of the <i>Contractor / Employer</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor / Employer</i> disclose information to Others in terms of clause 25.1, the <i>Contractor / Employer</i> ensures that the provisions of this clause are complied with by the recipient.
Z5.2	If the <i>Contractor / Employer</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the Employer's <i>Service Manager</i> or <i>Contractor's Project Manager</i> .
Z5.3	In the event that the <i>Contractor / Employer</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor / Employer</i> , to the extent permitted by law prior to disclosure, notifies the <i>Contractor / Employer</i> 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 <i>Contractor / Employer</i> 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 <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images, for the purpose of confidentiality, vests exclusively in the <i>Employer</i> . This will however not prevent the <i>Contractor</i> to use such images (whether photographs, video footage or otherwise) for the purpose of substantiation and reserve its rights under this contract accordingly.
Z5.5	The <i>Contractor / Employer</i> 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 <i>Service Manager</i> or the <i>Adjudicator</i> 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	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • accepts that the <i>Employer</i> 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 <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing. <p>The <i>Contractor</i>, in and about the execution of the <i>service</i>, 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.</p> <p>The Contractor limits its obligations to its scope of work as indicated in each individual Task Order Issued.</p>
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 <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer’s</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z8.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z8.3	The <i>Contractor</i> (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 <i>Employer’s</i> 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 <i>Contractor</i> does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
Z10	<i>Suspension of Task Order</i>
Z10.1	Suspension of Task Order In addition to X19, the following shall apply: Only the Employer is allowed to suspend or cancel a Task Order and the Contractor will have the opportunity to claim for work completed to date, on any specific Task Order, at the date of termination. Payment will only be made on actual/proven costs.
Z11	Termination
Z11.1	The <i>Contractor</i> must take cognisance that the awarding of this contract is based on a month-to-month basis.
Z11.2	The <i>Employer</i> reserves the right to terminate this contract subject to 30 calendar day's written notice.
Z11.3	The <i>Contractor</i> must ensure that it has taken all the necessary steps to give effect to the Employers notice period without any liability to the Employer.
Z11.4	Over and above clause Z4, The Employer reserves the right to terminate this contract without Any recourse should the Contract have any legal actions, investigations or involved in any illegal or corrupt practices that may bring Eskom's reputation into disrepute. Further the Employer may terminate the Contractor's obligation to Provide the Service 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 Service for this reason.
Z12	Contractor's Obligation
Z12.1	The <i>Contractor's</i> obligation is to use skill and care normally used by professionals providing the services as detailed in the Works Information.
Z13	Intellectual Property
Z13.1	All Designs, drawings, specifications, instructions, manuals and other documents created, produced by or on behalf of the <i>Contractor</i> for the purposes of carrying out the Service (collectively, the " <i>Contractor's</i> Copyright Documents") and copyright therein and all intellectual property rights relating thereto, are, will be, and will remain the property of the <i>Contractor</i> . The <i>Contractor</i> hereby grants to the <i>Employer</i> an irrevocable, royalty-free, non-exclusive and perpetual licence to use those of the <i>Contractor's</i> Copyright Documents supplied to the <i>Employer</i> under the Contract for the purpose of operating, maintaining, adjusting and repairing the Service. The <i>Contractor</i> shall not under any circumstances be obliged to divulge or supply any proprietary manufacturing documents, and design drawings. Patents and Trademarks In the event of any claims being made or actions brought against the <i>Employer</i> on the ground that the Service, Plant and Materials or the design information provided by the <i>Contractor</i> to him hereunder or the use of same as specified hereunder constitutes an infringement of any patent, trademark or copyright of the Republic of South Africa, the <i>Contractor</i> shall be promptly notified thereof and shall at its own expense conduct all negotiations for the settlement of the

claim and litigation that may arise from such alleged infringement. The *Employer* shall not, before the *Contractor* shall have failed to take over the conduct of the negotiation or litigation, make any admission which might be prejudicial thereto. The *Employer* shall at the request of the *Contractor* afford him all technical assistance that the *Employer* is able to provide for the purpose of contesting any such claim or action

Should it be held in any such action that any such protected rights has been infringed, the *Contractor*, has the choice to replace or continue with the affected design at its own expense and in consultation with the *Employer*, shall either: procure for *Employer* the right to continue to use the affected item or design, or replace the said affected item or design with a non-infringing item or design of equivalent quality, or modify such affected item or design so as to make it non-infringing without affecting the quality.

Notwithstanding anything contained in this Contract, the foregoing sets forth the entire responsibility of *Contractor* with respect to claims relating to infringement and shall not apply in the case where the infringement is attributable to *Contractor* for which *Employer* shall protect *Contractor* to the same extent *Contractor* has agreed to protect the *Employer* herein.

C1.2 Contract Data

Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is 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:	Refer to each individual Task Order.
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	The <i>price list</i>
11.2(19)	The tendered total of the Prices is	as per Task Order

Part 2: Pricing Data

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
C2.2	<i>The 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	<p>(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.</p> <p>(17) The Price for Services Provided to Date is the total of</p> <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. <p>(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.</p>
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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*

To be added once negotiations are concluded

TGS - Supply of foreign material exclusion (FME) covers and devices

C2.3 the SOW

Scope

Scope of services

The scope of responsibility includes the supply, delivery, exchange and transport of New FME covers and devices to listed ERI work stations and Eskom Power Stations, as per the Scope of Work. **The scope of services will be rendered to ERI, as and when required, over a period of 5 years.**

General Requirements

Compliance and Quality

- All FME covers and devices will be supplied as new, un-used and undamaged, packaged in their original packaging and inclusive user documentation, i.e: manuals, care and washing instructions, etc. where applicable.
- The FME covers and devices will be rated high quality for industrial, construction and mechanical plant use, of reputable brands in the market.
- FME devices and covers must comply to the following minimum criteria and requirements of Eskom document: *240-158732886 FME requirements for suppliers* and ERI document: *T-03: TGS Control of Blanks and Foreign Material Exclusion Covers*
- FME covers must be supplied with manufacturer Warrantees and be exchangeable with the supplier where premature failure occurs due to manufacturing defects.

Lead / Turn Around times

- The supplier must ensure quick turnaround time when FME covers or devices order are placed, to be able to meet 24hour turnaround time for any request or emergency, including delivery.

Where Services will be rendered




- It is the responsibility of the supplier to transport and deliver the FME related tools and equipment to where they will be used, safely and securely.
- The ERI work stations/premises for the services include:
 - ERI Rosherville, Germiston
 - ERI Homebase, Witbank
- The Eskom Power Station for the Services include:
 - Arnot Power Station





- Camden Power Station
- Duvha Power Station
- Grootvlei Power Station
- Hendrina Power Station
- Kendal Power Station
- Koeberg Power Station
- Komati Power Station
- Kriel Power Station
- Kusile Power Station
- Lethabo Power Station
- Majuba Power Station
- Matimba Power Station
- Matla Power Station
- Medupi Power Station
- Tutuka Power Station
- Eskom Peaking Power Stations





Scope of Work (SOW)





- The table below include the detail list and specification of specific FME Covers and Devices to be supplied, as and when required. The pictures are for example reference only.
- The Supplier can provide proposals for fully kitted FME and Drop prevention cabinets, complying to minimum requirements and quantities as stated in previous sections and in the table below:





ITEM	DESCRIPTION	DETAIL	QUANTITY	EXAMPLE PICTURES FOR REFERENCE ONLY
CABINETS				






ITEM	DESCRIPTION	DETAIL	QUANTITY	EXAMPLE PICTURES FOR REFERENCE ONLY
1	FME CABINET - AUXILIARY FME CABINET	COUNTER HEIGHT CABINET - HEAVY DUTY CONSTRUCTION - WELDED 12 GAUGE; WITH LOCKING CASTERS; 3-POINT LOCKING DEVICE INCL. HEAVY DUTY PADLOCK WITH SPARE SET OF KEYS; MUST BE FITTED WITH LARGE STACKABLE STORAGE BINS OR LARGE BIN DRAWERS AND REMOVABLE DOOR-MOUNTED BINS AS PER EXAMPLE PICTURE. THE BINS TO BE HEAVY LINBIN ORANGE OR RED IN COLOR. BASIC MINIMUM DIMENSIONS GUIDELINE: 36"W x 24"D x 42"H CABINET COLOR: ORANGE SIGNAGE ON FRONT AND REAR IN BLACK: ERI FME CABINET 1	15	
2	DROP PREVENTION CABINET / TOOL TETHERING STATION	CUSTOM DRAWER CABINET - HEAVY DUTY CONSTRUCTION - WELDED 12 GAUGE; WITH LOCKING CASTERS; MINIMUM 4 DRAWER LOCKABLE SYSTEM, INCLUSIVE OF LOCKS AND SPARE KEY SETS DRAWER COMPARTMENT MUST BE CUSTOMISABLE, AND INCLUDE INDIVIDUAL COMPARTMENT REMOVABLE DEVIDERS BASIC MINIMUM DIMENSIONS GUIDELINE: 33"W x 22"D x 40"H CABINET COLOR: ORANGE SIGNAGE ON FRONT AND REAR IN BLACK: ERI FME CABINET 2	15	
FME FME COVERS - NYLON MATERIAL AS PER BELOW DESCRIPTIONS; NFPA-701 FIRE RETARDANT; REUSABLE; ROUND BOTTOM FOR CUSTOM FIT; NO METAL COMPONENTS				
3	CBFR1-T 1" Flat x 4"deep FR FME Cover (Tube Covers) (Orange) - 5 PIECE SET	CBFR1-T 1" Flat x 4"deep FR FME Cover (Tube Covers) (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	1500	






ITEM	DESCRIPTION	DETAIL	QUANTITY	EXAMPLE PICTURES FOR REFERENCE ONLY
4	CBFR1 1" Diameter x 4" deep FR FME Cover (Tube Covers) (Orange) - 5 PIECE SET	CBFR1- 1" Diameter x 4" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	1500	
5	CBFR2 2" Diameter x 4" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR2 2" Diameter x 4" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	1500	
6	CBFR4 4" Diameter x 6" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR4 4" Diameter x 6" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	1125	
7	CBFR6 6" Diameter x 6" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR6 6" Diameter x 6" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	1125	









ITEM	DESCRIPTION	DETAIL	QUANTITY	EXAMPLE PICTURES FOR REFERENCE ONLY
8	CBFR9 9" Diameter x 6" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR9 9" Diameter x 6" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	1125	
9	CBFR12 12" Diameter x 6" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR12 12" Diameter x 6" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	750	
10	CBFR15 15" Diameter x 6" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR15 15" Diameter x 6" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	750	
11	CBFR18 18" Diameter x 6" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR18 18" Diameter x 6" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	750	











ITEM	DESCRIPTION	DETAIL	QUANTITY	EXAMPLE PICTURES FOR REFERENCE ONLY
12	CBFR24 24" Diameter x 10" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR24 24" Diameter x 10" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	750	
13	CBFR30 30" Diameter x 10" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR30 30" Diameter x 10" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	1125	
14	CBFR38 38" Diameter x 10" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR38 38" Diameter x 10" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	1125	
15	CBFR44 44" Diameter x 12" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR44 44" Diameter x 12" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	750	


ITEM	DESCRIPTION	DETAIL	QUANTITY	EXAMPLE PICTURES FOR REFERENCE ONLY
16	CBFR48 48" Diameter x 12" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR48 48" Diameter x 12" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	750	
17	CBFR52 52" Diameter x 14" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR52 52" Diameter x 14" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	375	
18	CBFR56 56" Diameter x 12" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR56 56" Diameter x 14" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	375	
19	CBFR62 62" Diameter x 14" deep FR FME Cover (Orange) - 5 PIECE SET	CBFR62 62" Diameter x 14" deep FR FME Cover (Orange). APPLICATION: FOREIGN MATERIAL EXCLUSION; 5PC SET: CIRCULAR SHAPE BOTTOM FOR CUSTOM FIT; UNIQUE SERIAL NUMBER AND RECORD KEEPING KEEP TRACK; WATER RESISTANT, FLAME RETARDANT AND CHEMICAL RESISTANT; CLEARLY IDENTIFIED WITH FME AND PARTICULAR PIPE SIZE PRINT READS; ADJUSTABLE DRAWSTRING WITH METAL-FREE CORD LOCK	375	
HDPE LARGE FLANGE PROTECTOR				

ITEM	DESCRIPTION	DETAIL	QUANTITY	EXAMPLE PICTURES FOR REFERENCE ONLY
20	3002024 300 LB HDPE FLANGE PROTECTOR 20", 24"	3002024 300LB HDPE FLANGE PROTECTOR FITS 20" AND 24" FLANGES; ORANGE; MINIMUM 0.375" THICK HDPE MATERIAL	150	
FME SAFE-T-SPONGE AND FLAGGING SIGNS				
21	PL10 - 10" FME Safe-T-Sponge	PL10 10" Diameter, 4.25" depth, orange sponge Material withstands sandblasting, featuring low halogens and heavy metals; non reactive to oils Sponge Conforms to uncommon dimensions and shapes and remains in position indefinitely; retains original shape and is reusable Has Failsafe handles for insertian and retrieval	150	
22	PL12 - 12" FME Safe-T-Sponge	PL12 12" Diameter, 4.25" depth, orange sponge Material withstands sandblasting, featuring low halogens and heavy metals; non reactive to oils Sponge Conforms to uncommon dimensions and shapes and remains in position indefinitely; retains original shape and is reusable Has Failsafe handles for insertian and retrieval	150	
23	PL18 - 18" FME Safe-T-Sponge	PL18 18" Diameter, 4.25" depth, orange sponge Material withstands sandblasting, featuring low halogens and heavy metals; non reactive to oils Sponge Conforms to uncommon dimensions and shapes and remains in position indefinitely; retains original shape and is reusable Has Failsafe handles for insertian and retrieval	150	
24	PL22 - 22" FME Safe-T-Sponge	PL22 22" Diameter, 4.25" depth, orange sponge Material withstands sandblasting, featuring low halogens and heavy metals; non reactive to oils Sponge Conforms to uncommon dimensions and shapes and remains in position indefinitely; retains original shape and is reusable Has Failsafe handles for insertian and retrieval	150	

ITEM	DESCRIPTION	DETAIL	QUANTITY	EXAMPLE PICTURES FOR REFERENCE ONLY
25	PL24 - 24" FME Safe-T-Sponge	PL24 24" Diameter, 4.25" depth, orange sponge Material withstands sandblasting, featuring low halogens and heavy metals; non reactive to oils Sponge Conforms to uncommon dimensions and shapes and remains in position indefinitely; retains original shape and is reusable Has Failsafe handles for insertian and retrieval	150	
26	PL30 - 30" FME Safe-T-Sponge	PL30 30" Diameter, 4.25" depth, orange sponge Material withstands sandblasting, featuring low halogens and heavy metals; non reactive to oils Sponge Conforms to uncommon dimensions and shapes and remains in position indefinitely; retains original shape and is reusable Has Failsafe handles for insertian and retrieval	150	
27	FLG6X5OR - FME FLAGGING SIGN WITH EXTENSION LINE	FLG6X5OR - FME flagging sign with extension line ORANGE FME flagging device help aid in prevention of FME device being left in systems and alerts location of FME device installed. Printed on both sides with FME DEVICE INSTALLED incl contact and ext. Clinches around the FME device or affix to outside of component. Dry erase compatible, durable and reusable, fail safe cordage and hooks/clamps	900	
TOOL TETHERING				
28	MOL36RFVO - Tether attachment tape	1" x 36' Vibrant orange molecular sealing tape .02 thick reinforced; Self bonding tape for tool attachments Strength requirements minimum - When using Tether attachment tape and 1" nylon webbing with steel d-ring, for: Tether length less than 12" = 2.27kg maximum tool weight Tether length greater than 12" to max 48" length = 0.9kg maximum tool weight	150	
29	DRHDOR - 1" Heavy Duty webbing and steel D-ring attachment	DRHDOR 1" Wide x 4.635" long Heavy Duty high strength orange nylon webbing and steel D-ring attachment Strength requirements minimum - When using Tether attachment tape and 1" nylon webbing with steel d-ring, for: Tether length less than 12" = 2.95kg maximum tool weight Tether length greater than 12" to max 48" length = 1.4kg maximum tool weight	1875	

ITEM	DESCRIPTION	DETAIL	QUANTITY	EXAMPLE PICTURES FOR REFERENCE ONLY
30	DRSMOR - 0.5" Webbing and steel D-ring attachment	DRSMOR 0.5" Wide x 4.635" long high strength orange nylon webbing and steel D-ring attachment Strength requirements minimum - When using Tether attachment tape and 0.5" nylon webbing with steel d-ring, for: Tether length less than 12" = 1.6kg maximum tool weight Tether length greater than 12" to max 48" length = 0.68kg maximum tool weight	1875	
31	BNGEXTRPSSGOR 48" Bungee tool tether Screw-gate and cord	BNGEXTRPSSGOR Bungee tool tether - Stainless steel Screw-gate and Heavy duty cord loop; 81-122cm reach - 48"; Rated 6.8kg, orange	938	
32	WCOR - Wrist cuff tethers	WCOR - Wrist cuff tether; closed loop; one size fits all, velcro fastening system; Stretch fabric, max tool weight 6lb	1875	
33	SGS36OR - 36" SCREW GATE TETHER	SGS36OR - SCREW GATE TETHER; Stainless steel screw gate ends and nylon webbing; 36" tether length, max tool weight 10lb; orange	938	
34	SNPS24OR - 24" TOOL TETHER WITH METAL SNAP HOOKS	SNPS24OR - 24" TOOL TETHER WITH METAL Swivel SNAP HOOKS ENDS And nylon webbing; 24" tether length, max tool weight 3lb; orange	938	
35	L48403T - 48" WEB TETHER, 40LB TRIPPLE ACTION LOCK	L48403T - 48" WEB TETHER, RATED 40LB TRIPPLE ACTION LOCK; Heavy duty tethers for large tools; Triple action lock ends and HD webbing	938	
36	L48803TSWLP - 48" WEB TETHER, 40LB TRIPPLE ACTION SWIVEL LOCK AND LOOP	L48803TSWLP - 48" WEB TETHER, RATED 80LB TRIPPLE ACTION SWIVEL LOCK AND LOOP; Heavy duty tethers for large tools; Triple action lock one ends and web loop other end; HD webbing	938	
37	L72803TSWLP - 72" WEB TETHER, 80LB TRIPPLE ACTION SWIVEL LOCK AND LOOP	L48803TSWLP - 72" WEB TETHER, RATED 80LB TRIPPLE ACTION SWIVEL LOCK AND LOOP; Heavy duty tethers for large tools; Triple action lock one ends and web loop other end; HD webbing	938	

ITEM	DESCRIPTION	DETAIL	QUANTITY	EXAMPLE PICTURES FOR REFERENCE ONLY
38	STDCNCHOR - ORANGE CINCHING TOOL TETHER NO METAL	STDCNCHOR - ORANGE CINCHING TOOL TETHER NO METAL; MAX TOOL WEIGHT 2LB; EXAMPLE CINCH AROUND SPRAY CAN AND LOOP AROUND WRIST	1125	
39	TETHCHCHLPAN - HEAVY DUTY TETHER CINCH ANCHOR LOOP	TETHCHCHLPAN - HEAVY DUTY TETHER CINCH ANCHOR LOOP; rated 80lb; 48" max tether length	750	
40	TETHCHCHLPSW - TETHER CINCH LOOP SWIVEL	TETHCHCHLPSW - TETHER CINCH LOOP SWIVEL Tie-Off; rated 10lb; 48" max tether length	938	
41	TETHCHCHEY - TETHER CINCH LOOP SINGLE EYE	TETHCHCHEY - TETHER CINCH LOOP SINGLE EYE Tie-Off; rated 10lb; 60" max tether length	938	
PPE AND ACCESSORIES TETHERING				
42	PPECSOR - PPE CADDY GLOVE HOLDER	PPECSOR - PPE CADDY GLOVE HOLDER, CLIP ON; METAL FREE SWIVEL DESIGN	7500	
43	ERETRCHTVANOR - EYEGLASS RETAINERS	ERETRCHTVANOR - EYEGLASS RETAINERS, for regular frames with printed: FME BEGINS WITH ME	7500	
44	BNCLP2OR - PEN AND PENCIL LANYARDS FOR BINDERS/CLIPBOARDS EASY INSERTION	BNCLP2OR - PEN AND PENCIL LANYARDS FOR BINDERS/CLIPBOARDS EASY INSERTION	3750	
FME BOUNDARY SIGNAGE; INSPECTION AND RETRIEVAL TOOLS				
45	BT1KFMAOR - FME AREA TAPE	BT1KFMAOR - FME AREA TAPE; 3IN X 1000FT; 3MIL; ORANGE WITH BLACK PRINTED FME AREA	375	
46	FMR17615 - 23" LONG FLEXIBLE ACRILIC MIRROR	FMR17615 - 23" LONG FLEXIBLE ACRILIC MIRROR 1.75"X2.5"; SHATTER PROOF; 360° ROTATION;	75	
47	FMG17610 - 23" FLEXIBLE PICK-UP MAGNET 14LB CAPACITY	FMG17610 - 23" FLEXIBLE PICK-UP MAGNET 14LB CAPACITY	75	

ITEM	DESCRIPTION	DETAIL	QUANTITY	EXAMPLE PICTURES FOR REFERENCE ONLY
48	945046 - 22" FLEXIBLE LIGHTED FLEX CLAW TOOL	945046 - 22" FLEXIBLE LIGHTED FLEX CLAW TOOL; WITH 4 STRONG CLAWS AND LED LIGHT; DURABLE DESIGN	75	

SHEQ REQUIREMENTS

All service providers are expected to comply with, but not limited to the following:

- Compliance with the Occupational Health and Safety Act 85 of 1993 is compulsory.
- FME covers must comply to the requirements of ERI document: ***T-03: TGS Control of Blanks and Foreign Material Exclusion Covers***
- Adherence to Quality Management System Policies, Procedures and related requirements of ISO 9001.
- Adherence to Occupational Health and Safety Policies, Procedures and related requirements of the OHSAS 18001.
- Adherence to environmental aspects, related impacts and legal requirements associated with work activities in accordance with ISO 14001.
- Adherence to Life Saving Rules.
- Compliance with the Eskom Plant Safety Regulations.
- Only authorised documents and processes are to be used in the execution of duties.
- Continuously seek methods for improvements from a process, quality and safety perspective.
- Obey all instructions.
- Familiarize with:
 - The applicable work instructions and procedures in place.
 - Safe working conditions and procedures.
 - All legal and contractual requirements.
 - Discipline and integrity.
- Compliance to all ERI Work Instructions, processes, procedures, and standards
- Adherence to ERI’s disciplinary code or practice.
- Set example to co-workers and others.
- Participate in Risk Assessments.
- Responsible for own safety.

- Responsible for Personal Protective Equipment issued.
- Execute duties promptly and safely.
- Safeguard tools and safety equipment issued.
- Keep good relationship with all personnel.
- Compile a HIRA for each and every activity that needs to be performed.
- Ensure the activities are carried out following a Works Instructions and Procedure.
- Adhere to clean condition policy where required.
- All activities to be carried out as per the documented processes and comply with the requirements of ISO and OHSAS certification
- Service provider to comply to Eskom PPE (Personal Protective Equipment) Policy with regards to issuing of PPE to resources
- Proper use of PPE to be followed
- Ensure that tools and equipment are stored correctly in a safe place.

KEY DELIVERABLES

The following deliverables are to be met by the service provider:

- No customer complaints
- Compliance to all ERI Work Instructions, processes, procedures, and standards
- No SHEQ incidents
- Project Milestones are to be achieved on time, or earlier

Key Performance Indicators

The performance of the contractor will be evaluated on the KPIs in the table below:

Objective	Key Performance Indicator	Measure	Unit of Measure	Source of Evidence
Zero Defects	Zero Defects	Equipment delivered and operated defect free	Nr	To be provided by Employer

Zero Safety Incidents	Zero Safety Incidents	No safety related incidents for the duration of the services	Nr	To be provided by Employer
Due Date Performance – turnaround time	Due Date Performance	Actual delivery date versus supplier committed delivery date / Turnaround time to exchange or on emergency max 24hours	Hours	To be provided by supplier

C3.1: EMPLOYER’S SERVICE INFORMATION

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</i> and _____

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.

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
Eskom Rotek Industries
Accounts Payable Department
Lower Germiston Road
Rosherville

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 4740101508;
Description of service provided for each item invoiced based on the Price List;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
(add other as required)

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

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.

Health and safety, the environment and quality assurance

Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATSOEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in Service Information.

Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

Equipment provided by the *Employer*

Some Employer's obligations are stated in the Scope of Work above and these will be detailed in the Plan.

Hook ups to existing works

Not Applicable


Tests and inspections

Description of tests and inspections

Not Applicable

Materials facilities and samples for tests and inspections

Refer to Scope of Work

		Task Order for use with NEC3 Term Service Contract	
		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 <i>Contractor</i> 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			
Any other activities not covered by this Task Order Any extension to the planned completion Date. Any delays to the program caused by other contractors.			
Additional data			
Assessment schedule (Part 1. 50.1)			
The full value of this task order will be invoiced upon completion.			
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						
Contractor's Delegated Authority:				Employer's Delegated Authority:		
Signature: _____				Signature: _____		
Name: (Print) _____				Name: (Print) _____		
Date: _____				Date: _____		