



NEC3 Term Service

# Short Contract (TSSC3)

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

and

for Supply and Painting of Asbestos at Mnandi CNC for  
a period of 2months

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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:

### Supply and Painting of Asbestos and Maintenance of the septic Tank at Mnandi CNC for a period of 2months

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	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(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**

ESKOM HOLDINGS SOC LIMITED  
MEGAWATT PARK  
MAXWELL DRIVE  
SANDTON, JOHANNESBURG, 2000

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)*

ESKOM HOLDINGS SOC LIMITED  
 MEGAWATT PARK  
 MAXWELL DRIVE  
 SANDTON, JOHANNESBURG, 2000

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 Contract Data

### Data provided by the *Employer*.

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

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	<b>Ngqali Ndukwana</b>
	Address	<b>Megawatt Park Maxwell Drive Sandton, Johannesburg, 2000</b>
	Tel No.	<b>013 699 7411</b>
	Fax No.	<b>N/A</b>
	E-mail address	<b>ndukwan@eskom.co.za</b>
	The authority of the <i>Employer's Agent</i> is	<b>Service Manager</b>
11.2(5)	The <i>service</i> is	<b>Supply and Painting of Asbestos and maintenance of the septic Tank at Mnandi CNC for a period of 2months</b>
11.2(6)	The Service Information is in	<b>the document called 'Service Information' in Part 3 of this contract.</b>
30.1	The <i>starting date</i> is.	<b>TBA</b>
30.1	The <i>service period</i> is.	<b>2 months</b>
13.2	The <i>period for reply</i> is	<b>1 week</b>
50.1	The <i>assessment day</i> is the	<b>25th of each month.</b>
51.2	The interest rate on late payment is	<b>N/A</b>
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>the amount of the deductibles relevant to the event</b>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>

93.1	The <i>Adjudicator</i> 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body
93.4	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	Gauteng, South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	

**The *conditions of contract* are the NEC3 Term Service Short Contract (April 2013)<sup>12</sup> 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 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*

<sup>1</sup> If the previous edition applies change 'April 2013' for 'September 2009'.

<sup>2</sup> 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](http://www.ecs.co.za)

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, Asbestos Abatement Regulations, Hazardous Chemical Agents Regulation, and 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, Asbestos Abatement Regulations, Hazardous Chemical Agents 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 Party**

means, as the context requires, the *Contractor*, or any member thereof in the case of 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
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Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>
Loss of or damage to equipment, plant and materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>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, equipment and other things used to Provide the Service) and 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><b><u>Loss of or damage to property</u></b> The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law</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	The amount required by the applicable law

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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:	
<b>AIA</b>	means asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>Asbestos Clearance Certificate</b>	means a written document verifying that the regulated asbestos fibre concentration in the air meets the clearance indicator.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.

<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The Contractor to ensure that the Ambient Air in the area where work will be performed conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in Government Notice R1196 in GG 43893 of 10 November 2020, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Abatement Regulations"). The OEL for asbestos is 0.1 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	The <i>Contractor</i> must ensure that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited, and Department of Employment and Labour approved AIA. For the purposes of compliance, the results generated from the Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AIA-approved asbestos work plan.
Z14.3	The <i>Employer</i> 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 <i>Contractor's</i> 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 AIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z14.6	The <i>Contractor</i> 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 <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.
Z14.8	After completion of type 2 or type 3 asbestos work, the asbestos contractor must provide an asbestos clearance certificate from the approved inspection authority referred hereto under clause Z14.2.

## 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)<sup>3</sup> 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 <i>Contractor</i> 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	n/a
63.2	The percentage for overheads and profit added to other Defined Cost is	n/a
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 <i>service</i> 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
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or [www.ecs.co.za](http://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 2

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

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>SECTION NO. 1</u></b>				
	<b><u>BILL NO. 1</u></b>				
	<b><u>PRELIMINARIES AND GENERAL</u></b>				
	The following items should be priced under preliminaries and generals				
	<b><u>MANAGEMENT OF CONTRACT</u></b>				
	The preliminaries and generals must be priced in accordance with NEC Short term contract services and must include all indirect associated cost not priced in the Schedule of Rates.				
	<b><u>MATERIALS AND WORKMANSHIP</u></b>				
	<b><u>Samples of materials</u></b>				
	The Service provider shall furnish samples of materials and specimens of finishes as may be called for by the Eskom ERE (Gauteng) Official for his approval.				
	<b><u>Workmanship samples</u></b>				
	The Eskom ERE (Gauteng) Official may instruct the Service Provider to furnish samples of workmanship for his approval. Where the Eskom ERE (Gauteng) Official requires an assembly of various elements of the building or installation, which is not incorporated in the Works, the Contractor shall arrange such an assembly at the Employer's expense and the contract value shall be adjusted accordingly.				



The Eskom ERE (Gauteng) Official may reject any workmanship not corresponding with approved samples. Approved samples are to be kept on site until the completion of the Works and thereafter removed if not required in the finished work. Adequate access and viewing facilities shall be provided.				
<b><u>TEMPORARY WORKS AND PLANT</u></b>				
The Tenderer is deemed to have priced against this item for all costs in respect of these requirements.				
<b><u>Advertising</u></b>				
All advertising rights on the site and the hoardings are reserved exclusively for the Employer.				
<b><u>Plant, equipment, sheds and offices</u></b>				
The Service Provider shall provide, maintain and remove on completion:				
a) All plant, equipment, scaffolding, tools and the like required for the due and proper fulfilment of the Works.				
b) Temporary sheds for the proper storage of materials and the use of the Service Provider's workers.				
<b><u>Temporary Services</u></b>				
<b><u>Water</u></b>				
Eskom ERE (Gauteng) shall ensure that water is available on site.				
<b><u>GENERAL</u></b>				
<b><u>Protection of the Works</u></b>				
Specific protection measures required by the Employer are described in detail in the Works Information				
<b><u>Protection of existing and/or partially occupied Works</u></b>				
The Service Provider shall provide all reasonable temporary measures to protect / isolate the existing and / or sections of the occupied Works and				

	remove such measures on completion.				
	Negligence on the part of the service provider shall be charged by the Employer				
	<b><u>Site Security - Works Information</u></b>				
	The Service Provider shall take all appropriate measures for general site security and shall ensure that the following requirements are adhered to at all times:				
	a) All workers to be in new company overalls, safety helmets, boots, etc.				
	b) The following items will not be allowed on site:				
	i) Fire arms or other dangerous weapons				
	ii) Explosives				
	iii) Liquor				
	iv) Narcotic drugs				
	The employees of the service provider shall be subjected to security check.				
	The Service Provider must ensure at all times that the compliance with regards to safety and protection of the employers property are adhered to				
	<b><u>Disturbance</u></b>				
	The Service Provider must execute the Works with a minimum and acceptable of disturbance to premises.				
	<b><u>Works cleaning and clearing</u></b>				
	The Service Provider shall regularly clean and clear away all rubbish and excess materials as the Works proceed and leave the Works in a clean and satisfactory state for use and occupation in and satisfactory state for use and occupation in terms of the agreement.				

	<b>Vermin</b>				
	The Service Provider shall take all necessary precautions to keep the Works and site free from vermin and shall leave the Works vermin-free				
	<b>Occupational Health and Safety Act</b>				
	The Service Provider shall for the duration of this contract be deemed to be the mandatory Eskom for the purposes of the Occupational Health and Safety Act No. 85 of 1993, and he shall prior to taking occupation of the site satisfy Eskom by means of written representations that he has fully complied with the relevant requirements of the said act.				
	Acceptance by Eskom of the Service Provider's written representations in terms of the above shall constitute an agreement in writing to the arrangements and procedures between the parties to ensure compliance by the Contractor with the provision of the act referred to therein, for the purpose of section 37(2) of the said act.				
	Eskom shall at all times have the right to summarily suspend the performance of the Contractor hereunder pending compliance by the Contractor with any requirement, regulation and direction referred to.				
	Eskom shall be entitled to set off against any amount owed by Eskom to the service provider hereunder any loss or damage suffered by it as a result of the suspension of the contractors performance in the circumstances envisaged above.				
	The tenderer shall price for all necessary items to comply with the Occupational Health and Safety Act Specification.				
	<b>SUPPLEMENTARY DOCUMENTATION</b>				
	<b>Labour Record</b>				

	At the end of each week the Service Provider shall provide the Eskom ERE (Gauteng) Official with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the Works each day.				
	<b><u>Plant Record</u></b>				
	At the end of each week the Service Provider shall provide the Eskom ERE (Gauteng) Official with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the Works.				
	<b><u>Unauthorised Persons/ Workmen on Premises</u></b>				
	The Service Provider shall at all times strictly exclude all unauthorised persons from the Works and the site and shall set up notice boards to that effect.				
	<b><u>Safety Helmets and Protective Clothing</u></b>				
	The Service Provider shall take all necessary steps to ensure that all workmen employed on the Works comply with regulations regarding the wearing of appropriate PPE				
	<b><u>GENERAL</u></b>				
	<b><u>Media Releases, Advertising, etc.</u></b>				
	The Service Provider together with his Sub-Contractors shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.				
	<b><u>Manufacturer's Recommendations</u></b>				

	All commodities are to be handled, stored, used, applied and/or fixed in strict accordance with the manufacturer's instructions and recommendations and after consultation with the manufacturer's authorised representative. Should these instructions and/ or recommendations conflict with other specified requirements the Facility Manager must be notified timeously.				
	<b><u>Commodities to be New</u></b>				
	All commodities, goods, articles or materials throughout the building are to be new so as to ensure that they are likewise in perfect condition when handed over at completion of the Work.				
	<b><u>Standard of Workmanship and Materials</u></b>				
	In the absence of detailed specifications for any item or items, National Building Regulations, the latest applicable South African Bureau of Standards Specification, or where such does not exist, then the latest applicable British Standard Specification shall apply.				
	<b><u>Removal and Making Good of Temporary Works, etc., on Completion</u></b>				
	The Service Provider shall remove all temporary Works, roads, services and the like used for this roads, services and the like used for this Contract and shall make good to the entire satisfaction of the Eskom ERE (Gauteng) Official any damage resulting therefrom.				
	<b><u>Signage</u></b>				
	All warning signage must be in English				
	<b><u>Environmental requirements</u></b>				
	All costs related to the compliance of the Environmental Requirements must be allowed for by the Contractor under				

	this item				
	<b><u>Proprietary branded products</u></b>				
	The Service Provider shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instructions after consultation with the manufacturer's authorized representative.				
	<b><u>Contractors Responsibility</u></b>				
	The Employer, the Eskom ERE (Gauteng) Official and the other professional consultants shall not be responsible for any act or omission on the part of the Contractor which may result in any patent or latent defects, in materials or workmanship, breach or neglect of any local regulations. The Service Provider shall at times be responsible for any such neglect, deviation or wrong act, whether the same discovered before or after the final certificate, or any other Certificate, has been is approved.				
	<b><u>Overtime</u></b>				
	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Service Provider unless the Eskom ERE (Gauteng) Official has specifically authorized in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer.				
	<b><u>Construction instructions</u></b>				
	Contract instructions issued on site are to be recorded in writing				
	Daily Record Book				

	The Contractor shall record in triplicate in a suitable A4 size triplicate book kept at the site, a daily record book of work done, all site visits by the Eskom ERE (Gauteng) Official and other professional personnel and all events affecting the Works, such as progress, issue of plans, breakdown of machinery, etc. The labour, plant and material on site shall be recorded as well as work performed. Entries must be made by the Contractor and must be signed and forwarded to the Eskom ERE (Gauteng) Official for his counter-signature on a daily basis.				
	<b><u>Special Works/Direct Contracts</u></b>				
	The Employer shall have the right to employ other Contractors (hereinafter referred to as 'Direct Contractors') to execute any special or other Works whether contained in this Contract or not, concurrently with the work being executed under this contract.				
	The Service Provider shall not be entitled to any percentage, profit or discount on the value of any work executed by 'Direct Contractor's'. The Service Provider shall allow Direct Contractors, etc., to use, free of charge, the latrine accommodation and water and power supply on the site, and shall not in any way hinder or prevent the execution of their work.				
	<b><u>Guarantees and Maintenance Manuals</u></b>				
	The Service Provider shall obtain and hand over to the Eskom ERE (Gauteng) Official on Completion of any task or service, all relevant guarantees, any operating and maintenance instruction manuals, data or instructions required by the Eskom ERE (Gauteng) Official or provided by manufacturer's, suppliers or Sub-Contractors.				
	The Service Provider shall ensure that all warranties and guarantees received are fully ceded to the Employer.				
	<b><u>The supply of all materials are deemed to include the following:</u></b>				

	Transport, conveying, cartage, carriage and delivery, etc.				
	Taking delivery, unloading, storing, unpacking, hoisting or lowering and handling				
	All applicable import taxes and duties.				
	All obligations arising out of the Provisional Bills of Quantities, and all costs and charges deemed necessary for complying with the terms and conditions herein.				
	<b><u>Removal and Making Good of Temporary Works, etc., on Completion</u></b>				
	The Service Provider shall remove all (except where specifically stated otherwise) temporary Works, roads, services and the like used for this Contract and shall make good to the entire satisfaction of the Eskom ERE (Gauteng) Official any damage resulting therefrom.				
	<b><u>Making Good</u></b>				
	All materials and workmanship in building up, making good, etc., are to match existing and where new materials abut existing, they are to be neatly jointed to same.				
	'Making good' existing work where disturbed or damaged shall mean the provision of the necessary new material to match existing and the necessary workmanship so that a complete restoration is achieved to the satisfaction of the Eskom ERE (Gauteng) Official.				
	Making good' where abutting walls, etc., are removed, shall mean the provision of the necessary material and workmanship in filling the gaps to match surrounding finishes so that a complete and perfect surface, continuous with surrounding surfaces and matching of same, is obtained to the Eskom ERE (Gauteng) Official's satisfaction.				
	<b><u>Mode of Procedure</u></b>				



	Notwithstanding anything to the contrary contained herein the Eskom ERE (Gauteng) Official at all times reserves the right to direct the order in which the various parts of the Contract are to be executed. The Service Provider shall give priority to any individual section or portion of the Works that, in the opinion of the Eskom ERE (Gauteng) Official, requires to be expedited.				
	Should it appear, in the Eskom ERE (Gauteng) Official's opinion, that work in any area is not being executed in accordance with the requirements of the Contract Programme, the Service Provider shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to programme to the satisfaction of the Eskom ERE (Gauteng) Official and to the Contractor's cost				
	<b><u>Method Statement</u></b>				
	The Tenderer shall produce, when required to do so by the Eskom ERE (Gauteng) Official, a Method Statement outlining the methods of construction and labour and plant resources that he proposes to use in the execution of the Works. Any approval given or observation made by the Eskom ERE (Gauteng) Official shall not relieve the Contractor of his sole responsibility to adopt the methods of construction and to provide the labour and plant resources necessary for the due and proper timeous execution of the Works.				
	<b><u>Encroachment</u></b>				
	During the course of the building operations, the Contractor shall be held entirely responsible for any encroachment onto any adjoining properties, buildings, etc., or servitudes and the cost of any remedial measures as required by the Eskom ERE (Gauteng) Official shall be borne by the Contractor				
	<b><u>SHE requirements</u></b>				

	The Service Provider shall take the necessary steps to ensure that all workmen employed on the Works comply with regulations regarding the wearing of Personal Protective Equipment as per Eskom's PPE Matrix.				
	The Service Provider will provide mandatory OHS Training to all workmen before the commencement of the works. All Workers employed during the contract shall also receive training before gaining access to the site. e.g. SHE Representative, First Aid, Fire Fighting, risk assessment.				
	The Service Provider shall provide task specific training to his employees where a specific task is to be undertaken during the works period e.g. Working at heights, Supervisory (OHS legal liability).				
	The Service Provider must provide the necessary communication tools in the case of emergency, these tools must be kept on site.				
	The Service Provider shall take the necessary provisions for an emergency. This includes First aid boxes, fire extinguisher and emergency alarm in the case of an emergency on site. These essentials must be stored in places that are easily accessible.				
	The Service Provider must take the necessary steps to manage Incidents that occur on site. (meetings, training)				
	The Service Provider is to appoint a competent person as a SHE Officer for the duration of the project. The SHE Officer must carry out all of the services and duties required.				
1	SHE on site per month, incl safety file, medicals and induction, all PPE, and Safety Officer,				
	site supervision and quality control,	No	3		
	<b><u>Materials</u></b>				

2	Percentage Mark Up	%			
	-				
	<b><u>Transport</u></b>				
3	Cost of transport/ travelling 15 seater (Toll Fees to be allowed for in tendered rates)	km	6 000.00		
	<b><u>Site establishment</u></b>				
4	Establishment and De-establishment	Sum	1		
<b>TOTAL CARRIED TO FINAL SUMMARY</b>					<b>R</b>

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>SECTION NO. 1</u></b>				
	<b><u>BILL NO. 2</u></b>				
	-				
	<b><u>PAINTING TO PREVIOUSLY PAINTED SURFACES</u></b>				
	-				
	<b><u>PREAMBLES</u></b>				
	The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles for <b><u>ASBESTOS ABATEMENT REGULATIONS, 2020</u></b>				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	<b><u>Rate approvals:</u></b>				
	The tenderer is advised that any rate that is required for new work must include the following breakdown:				
	Material, labour, plant, wastage, transport and profit.				
	Rate approvals must be authorised by the Eskom ERE (GAUTENG) Official prior to work being carried out.				
	<b><u>Scope of Works</u></b>				

	The tenderer is advised that the bills of quantities must be read in conjunction with the Scope of Works.				
	Prices to include removal of all existing signage and artwork prior to painting, and re installation there-off thereafter.				
1	Two coats Internal paint to previously painted surfaces				
	making good of cracks to walls etc	m²	1575		
2	Two coats Internal paint to previously painted ceilings incl sanding down and prep,				
	making good of cracks to ceilings etc	m²	395		
3	Prepare and paint to all doors and door frames	No	25		
-					
<b>TOTAL CARRIED TO FINAL SUMMARY</b>					<b>R</b>

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>SECTION NO. 1</u></b>				
	<b><u>BILL NO. 3</u></b>				
	<b><u>PAINTING TO ROOFING SHEETING</u></b>				
	<b><u>PREAMBLES</u></b>				
	The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles.				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	<b><u>Rate approvals:</u></b>				
	The tenderer is advised that any rate that is required for new work must include the following breakdown:				
	Material, labour, plant, wastage, transport and profit.				
	Rate approvals must be authorised by the Eskom ERE (GAUTENG) Official prior to work being carried out.				
	<b><u>Scope of Works</u></b>				
	The tenderer is advised that the bills of quantities must be read in conjunction with the Scope of Works.				

1	Prepare sheeting, sand down, prime and paint 2 coats SABS or similarly approved "Buffalo Brown" roof paint	m2	628		
<b>TOTAL CARRIED TO FINAL SUMMARY</b>					<b>R</b>

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>SECTION NO. 1</u></b>				
	<b><u>BILL NO. 4</u></b>				
	-				
	<b><u>Signage</u></b>				
	-				
	<b><u>PREAMBLES</u></b>				
	The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles.				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	<b><u>Rate approvals:</u></b>				
	The tenderer is advised that any rate that is required for new work must include the following breakdown:				
	Material, labour, plant, wastage, transport and profit.				
	Rate approvals must be authorised by the Eskom ERE (GAUTENG) Official prior to work being carried out.				
	<b><u>Scope of Works</u></b>				
	The tenderer is advised that the bills of quantities must be read in conjunction with the Scope of Works.				
	Asbestos Signs: These signs should be prominently displayed in areas where asbestos is present. They provide information about the risks associated with asbestos exposure and precautions to take.				
	Asbestos Warning Labels: These labels should be placed on asbestos-containing materials, asbestos waste, and other relevant areas. They typically include a pictogram or text indicating the presence of asbestos.				
1	Supply and installation of SANS approved signage	item	8		
<b>TOTAL CARRIED TO FINAL SUMMARY</b>					<b>R</b>

FINAL SUMMARY		
ITEM NO.	DESCRIPTION	Amount
1	Preliminaries And General	
2	Painting	
3	Roofs	
4	Signage	
	Subtotal 1	R -
Add	Vat @ 15%	
	Total Carried to Form Of Offer	R -

## C3: Scope of Work

### C3.1 Service Information

The work comprises amongst others consist of the supervision, labour, plant, and equipment necessary to carry out minor repairs and painting services. The Contractor to respond within 24 hours, however, should the emergency; arise, the response time to be immediate.

The Employer shall verify all the work to be executed and the work completed. The Services for this contract shall amongst other cover the following.

Building repairs all damaged items. The Employer shall verify all the work to be executed and also the work completed.

#### 1. Description of the service

The Scope for this contract shall amongst other cover the following

##### Maintenance /Refurbishment at Mnandi CNC




- Treatment and Painting of main offices (Asbestos)
- Walls internal and external
- Ceilings
- Roof



#### 2. Specifications

The attached documents form part of this legal binding contract, the Contractor confirms that he has familiarized himself with all the embedded documents from 1 to 12 as indicated.

All work to comply with SANS 10252-1, 10252-2, 10252-4, 10400, 10106.

Qualified plumber to inspect and supervise the works on site, licenced plumber to issue COC's

No	Unique Identifier	Revision	Document Title
1	240-73198174		<b>SHE Specification</b>  SHE Spec.pdf
2	240-106084699	0	<b>Annexure C4: OHS Tender Evaluation Template (High risk/construction work</b>  Evaluation criteria.pdf
3	240-77471499	3	<b>Annexure B: Eskom Acknowledgement Form for OHS legal and other requirements</b>  Annexure B.pdf
4	240-70044602	3	<b>Occupational Health and Safety Baseline risk assessment template</b>

			 Risk assessment.xlsx
5	N/A	N/A	<b>Detail Technical Evaluation Criteria: “Type 2 and type 3 asbestos work in the Gauteng Cluster”</b>  Technical Evaluation Criteria for Asbestos \

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

The Contractor is required to adhere to the latest editions of, and the normative references within, the SANS standards, codes of practice, regulations & standards. Service provider(s) to use SANS approved material.

#### 3.1 Meetings

Meeting will be scheduled by the Service Manager should a need arise.

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.

#### 3.2 Use of standard forms

NEC standard forms will be applicable.

- Installation/Replacement record forms.
- Service records forms to be sent to responsible persons.

#### 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;
- Goods Receipts



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.

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

<b>General Information</b>	<b>X</b>
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right-hand corner)	
- Bank details must be on the invoice or on a attach sheet, but it does not require a bank stamp just a letter)	
- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	
- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original "certified copy" (i.e. not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	
<b>With Reference Invoices</b>	<b>X</b>
- Goods receipt must be done (payment with reference)	
- Ensure that the SAP purchase order number is clear and correct on the invoice	
- GR number to be written on the Invoices	
- If multiple lines on invoice write the line number of the order against the line to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)	

### 3.4 Records of Defined Cost

The Contractor must keep records of support document of compensation event. These records must be made available to the Employer for Contract purpose.

### 3.5 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

**If the ASGI-SA requirements are to be included in this contract** specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

### 3.6 BBBEE 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.

### 3.7 Cataloguing requirements by the *Contractor*

Not applicable

## 4. Requirements for the plan

The Contractor must submit a detailed works programme within one (1) week of Contract award date. This includes a written Asbestos plan of work, safe work procedure, Methods, etc.

The Primavera or MS Project version/ format must be used to submit the programme.

## 5. Services and other things provided by the *Employer*

Item	Date by which it will be provided
Access to the areas that will be serviced	Commencement of service
Supervisor will escort personnel around premises	Commencement of service
Water and electricity	Commencement of service

## 6. Property affected by the service

All work must take place during Eskom working hours at Eskom properties, contractor to obtain permits and submit all necessary documents in terms of security, site access and SHEQ for approval. Contractor to familiarize themselves with the site and affected properties and ensure that work can be carried out.



## 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*)

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