



NEC3 Term Service Contract (TSC3)

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

and **[Insert at award stage]**
(Reg No. _____)

for **The provision Conventional SPU Disconnections,
Reconnections, Follow-Ups and Terminations and
Prepaid Reconstructions in Gauteng Operating Unit on
“as and when required” basis**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

The provision Conventional SPU Disconnections, Reconections, Follow-Ups and Terminations and Prepaid Reconections in Gauteng Operating Unit on "as and when required" basis

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 or C	The offered total of the Prices exclusive of VAT is	R [•]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [•]
	Sub total	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is ¹	R [•]
	(in words) [•]	

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

for the
Employer

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the tenderer:**For the Employer**

Signature _____

Name _____

Capacity _____

On behalf of _____ *(Insert name and address of organisation)*_____
*(Insert name and address of organisation)*Name & _____
signature _____
of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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 and secondary Options	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p>
		<p>X1: Price adjustment for inflation</p> <p>X12: The Partnering Option</p> <p>X17: Low service damages</p> <p>X18: Limitation of liability</p>
		<p>X19: Task Order</p> <p>X20: Key performance indicators</p>
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	[•]

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

Address
 Tel
 Fax
 e-mail

11.2(2)	The Affected Property is	Various Eskom Customer Meters
11.2(13)	The service is	The provision Conventional SPU Disconnections, Reconections, Follow-Ups and Terminations and Prepaid Reconections in Gauteng Operating Unit on "as and when required" basis
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Non Availability of Eskom Customers • Aggressive Eskom Customers • Community unrest • Adverse weather conditions
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Seven (7) working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	To be agreed upon in negotiations by the Contractor Panel and the Eskom Representative
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	36 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	Upon completion of each Task Order
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 Days
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from

time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Availability of material 2. Theft 3. Vandalism of equipment
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	1 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg, South Africa

	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
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12 Data for secondary Option clauses

X1	Price adjustment for inflation																								
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	TBC	<table border="1"> <tr> <td>proportion</td> <td>linked to index for</td> <td>Index prepared by</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>[•]</td> <td>non-adjustable</td> <td></td> </tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00
proportion	linked to index for	Index prepared by																							
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0.	[•]	[•]																							
[•]	non-adjustable																								
X4	Parent company guarantee	<p>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</p>																							
X12	Partnering																								
X12.1(1)	<p>The <i>Client</i> is (Name):</p> <p>Address</p> <p>Contact details</p> <p>Telephone:</p> <p>Fax</p> <p>e-mail</p>	[•]	[•]	[•]																					
X12.1(4)	The Partnering Information is in	Part 3 Scope of Work, section C3.[•]																							
X12.2(1)	The <i>Client's objective</i> is:	[•]																							
X17	Low service damages																								
X17.1	The <i>service level table</i> is in	[•]																							
X18	Limitation of liability																								
X18.1	The <i>Contractor's liability</i> to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)																							

X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the Service Manager within	2 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [●] to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[●] months
Z	The additional conditions of contract are	Z1 to Z14 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 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor*'s legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor*'s B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 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.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 27.4

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 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.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z10.1 or had a business rescue order granted against it.

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 core clause 83 with the following:

Insurance cover 83

83.1 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.

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.

Contractor) arising from or in connection with the Contractor's Providing the Service	
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against

any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <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.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

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

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

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

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No.	

Fax No. _____

11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
1	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
2	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

CV's (and further key person's data including CVs) are in .

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R
C	Target contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(20)	The tendered total of the Prices is	R
E	Cost reimbursable contract	
11.2(12)	The <i>price list</i> is in	

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee
Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee "in the form set out in the Service Information". Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The Contractor shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)
(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd (the *Employer*) and
{Insert registered name and address of the *Contractor*} (the *Contractor*), for
{Insert details of the works from the Contract Data} (the *works*).

I/We the undersigned
on behalf of the *Contractor's*
parent company
of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall
Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____ on this _____ day of _____ 200_____

Signature(s) _____

Name(s) (printed) _____

Position in parent company _____

Signature of Witness(s) _____

Name(s) (printed) _____

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)*(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)*

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No. [●] *[Drafting Note: Bank reference number to be inserted]*

Date:

Dear Sirs

Performance Bond – Demand Guarantee: *[Drafting Note: Name of Contractor to be inserted]*

Project [] Contract Reference: *[Drafting Note: Contractor contract reference number to be inserted]*

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
 - 1.2 "Bank's Address" - means [●]; *[Drafting Note: Bank's physical address to be inserted]*
 - 1.3 "Contract" – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*)
 - 1.4 "Contractor" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Contractor to be inserted]*
 - 1.5 "Eskom" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
 - 1.6 "Expiry Date" - means the earlier of
 - the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
 - 1.7 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
 - 1.8 "Services" - means [insert as applicable].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;

- 3.2 state the amount claimed ("the Demand Amount");
- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
 - 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
 - 8.1 shall expire on the Expiry Date until which time it is irrevocable;
 - 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
 - 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

Pro forma ASGI-SA Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No [●] *[Drafting Note:
Bank reference
number to be inserted]*

Date:

Dear Sirs

Pro-Forma ASGI-SA Guarantee: *[Drafting Note: Name of Contractor to be inserted]***Project [] Contract Reference: [●] *[Drafting Note: Contractor contract reference number to be inserted]***

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
 - 1.2 "Bank's Address" - means [●]; *[Drafting Note: Bank's physical address to be inserted]*
 - 1.3 "Contract" – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*)
 - 1.4 "Contractor" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Contractor to be inserted]*
 - 1.5 "Contractor's ASGI-SA Obligations" – means the *Contractor's ASGI-SA Obligations* under and as defined in the Contract.
 - 1.6 "*Employer*" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30.
 - 1.7 "Expiry Date" - means the [●] day of [●] 200[●]; *[Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]*
 - 1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
 - 1.9 "Project" – means the
2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's ASGI-SA Obligations* and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 state the amount claimed ("the Demand Amount");
 - 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
 - 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
 - 8.1 shall expire on the Expiry Date until which time it is irrevocable;
 - 8.2 is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
 - 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		<ul style="list-style-type: none"> the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. 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.

3. 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).

4. 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.

4.1. 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

Disconnection and Reconnection			Offered Rates	
			Urban	Rural
1	Disconnection	Three phase -meter box		
2		Three phase - pole		
3		Single phase - meter box		
4		Single phase - pole		
5	Reconnection	Three phase - meter box		
6		Three phase - Pole		
7		Single phase - meter box		
8		Single phase - pole		
9		After hours (weekdays from 16:00-22:00, weekends, Public holidays)		
10	Follow -up	Follow ups		
11	Meter change	Replace meter (incl conversion/ Prepaid)		
12	No access/ refusal of access	Fixed rate		
13	Health & Safety(PPE) % of Labour		5%	5%

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work	iv	
C3.1: Employer's service Information	v	
1	Description of the service	Error! Bookmark not defined.
1.1	Executive overview	Error! Bookmark not defined.
1.2	<i>Employer's requirements for the service</i>	Error! Bookmark not defined.
1.3	Interpretation and terminology	Error! Bookmark not defined.
2	Management strategy and start up.	Error! Bookmark not defined.
2.1	The <i>Contractor's</i> plan for the service.....	Error! Bookmark not defined.
2.2	Management meetings	Error! Bookmark not defined.
2.3	<i>Contractor's</i> management, supervision and key people	Error! Bookmark not defined.
2.4	Provision of bonds and guarantees	Error! Bookmark not defined.
2.5	Documentation control.....	Error! Bookmark not defined.
2.6	Invoicing and payment.....	Error! Bookmark not defined.
2.7	Contract change management	Error! Bookmark not defined.
2.8	Records of Defined Cost to be kept by the <i>Contractor</i>	Error! Bookmark not defined.
2.9	Insurance provided by the <i>Employer</i>	Error! Bookmark not defined.
2.10	Training workshops and technology transfer.....	Error! Bookmark not defined.
2.11	Design and supply of Equipment.....	Error! Bookmark not defined.
2.12	Things provided at the end of the service period for the <i>Employer's</i> use	Error! Bookmark not defined.
2.12.1	Equipment	Error! Bookmark not defined.
2.12.2	Information and other things	Error! Bookmark not defined.
2.13	Management of work done by Task Order	Error! Bookmark not defined.
3	Health and safety, the environment and quality assurance	Error! Bookmark not defined.
3.1	Health and safety risk management	Error! Bookmark not defined.
3.2	Environmental constraints and management	Error! Bookmark not defined.
3.3	Quality assurance requirements	Error! Bookmark not defined.
4	Procurement	Error! Bookmark not defined.
4.1	People.....	Error! Bookmark not defined.
4.1.1	Minimum requirements of people employed	Error! Bookmark not defined.
4.1.2	BBBEE and preferencing scheme	Error! Bookmark not defined.
4.1.3	Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	Error! Bookmark not defined.
4.2	Subcontracting	Error! Bookmark not defined.
4.2.1	Preferred subcontractors	Error! Bookmark not defined.
4.2.2	Subcontract documentation, and assessment of subcontract tenders	Error! Bookmark not defined.
4.2.3	Limitations on subcontracting	Error! Bookmark not defined.
4.2.4	Attendance on subcontractors	Error! Bookmark not defined.
4.3	Plant and Materials	Error! Bookmark not defined.
4.3.1	Specifications	Error! Bookmark not defined.
4.3.2	Correction of defects	Error! Bookmark not defined.
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	Error! Bookmark not defined.
4.3.4	Tests and inspections before delivery	Error! Bookmark not defined.
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>	Error! Bookmark not defined.
4.3.6	Cataloguing requirements	Error! Bookmark not defined.
5	Working on the Affected Property	Error! Bookmark not defined.
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations	Error! Bookmark not defined.
5.2	People restrictions, hours of work, conduct and records.....	Error! Bookmark not defined.
5.3	Health and safety facilities on the Affected Property	Error! Bookmark not defined.
5.4	Environmental controls, fauna & flora.....	Error! Bookmark not defined.
5.5	Cooperating with and obtaining acceptance of Others.....	Error! Bookmark not defined.

5.6	Records of <i>Contractor's</i> Equipment.....	Error! Bookmark not defined.
5.7	Equipment provided by the <i>Employer</i>	Error! Bookmark not defined.
5.8	Site services and facilities.....	Error! Bookmark not defined.
5.8.1	Provided by the <i>Employer</i>	Error! Bookmark not defined.
5.8.2	Provided by the <i>Contractor</i>	Error! Bookmark not defined.
5.9	Control of noise, dust, water and waste	Error! Bookmark not defined.
5.10	Hook ups to existing works	Error! Bookmark not defined.
5.11	Tests and inspections	Error! Bookmark not defined.
5.11.1	Description of tests and inspections	Error! Bookmark not defined.
5.11.2	Materials facilities and samples for tests and inspections	Error! Bookmark not defined.
6	List of drawings Error! Bookmark not defined.	
6.1	Drawings issued by the <i>Employer</i>	Error! Bookmark not defined.

1 Description of the service

1.1 Executive overview

There is a need to appoint contractors to assist with the disconnection and reconnection of non-paying SPU customers in the Gauteng Operating Unit. Because of the high work load in Field Services and the high number of non-paying customers in the Gauteng Operating unit, the work cannot be performed by the CNC's and contractors need to be appointed to fulfil this function. The contractor will also be utilised to reconnect Prepaid meters as well and the replacement of non-functioning SPU conventional meters.

The contractors will be fulfilling a function that cannot be handled by the CNC because of the high numbers that need to be done and the current constraints and work load within Field Services.

1.2 Employer's requirements for the service

THE SCOPE: DISCONNECTIONS.

Description of the service: The disconnection of single and 3-phase supply to customers in Gauteng Operating Unit:

1. Disconnecting the customer's supply in the customer's meter box.
2. Disconnecting the customer's supply in the pillar box / pole.

NOTE: Above to be done in accordance with the Low Voltage Standards and Procedures.

DISCONNETION AT METER BOX (to be done within 24 hours after receipt)

1. Receive disconnection notice/work order from Eskom SOC.
2. Pre-task planning must be conducted by the Responsible Person for the customers. Ensure grouping of disconnects into routes.
3. Identify apparatus to be correct by checking electrical address to physical address.
4. Switch off circuit breaker in meter box. Test dead.
5. Remove bridge piece (wire between the circuit breaker and the conventional (kWh) meter).
6. Securely roll up tail and fasten end.
7. Seal meter and log seal number on spread sheet.
8. Remove 2 meter of the cable and spike the cable in the ground.

9. Place disconnect notice (plastic card / sticker) in customer's meter box.
10. Take following clear photos :
 - a. Photo of the installation before disconnection
 - b. Meter Number
 - c. Readings of all meters
 - d. Photo of installation after disconnection
 - e. All pictures must indicate date and time
11. Provide disconnection feedback electronically to Eskom 24 hours after issuing of disconnection.

DISCONNECTION AT PILLAR BOX / POLE (to be done within 24 hours after receipt)

1. Receive disconnection notice/work order from Eskom SOC.
2. Pre-task planning must be conducted by the Responsible Person for the disconnection of the customers. Ensure grouping of disconnects into routes and that work and resources are properly planned.
3. Identify apparatus to be correct by checking electrical address to physical address.
4. Switch off circuit breaker in pillar box feeding customer that must be disconnected. Test dead.
5. Remove cable feeding customer from circuit breaker as well as circuit breaker.
6. Securely roll up tail and fasten end.
7. Seal meter and log seal number on spread sheet.
8. Remove 2 meter of the cable and spike the cable in the ground.
9. Place disconnection notice (plastic card / sticker) on customer's entrance gate.
10. Take following clear photos :
 - a. Photo of installation before disconnection
 - b. Meter Number
 - c. Readings of all meters
 - d. Photo of installation after disconnection (as per A below)
 - e. All pictures must indicate date and time
11. Provide disconnection feedback electronically to Eskom 24 hours after issuing.

NB A) PROOF OF DISCONNECTIONS NEEDS TO BE PROVIDED BY THE CONTRACTOR TO ESKOM IN THE FORM OF A DIGITAL PHOTOGRAPH WITH THE CIRCUIT BREAKER IN "OFF" POSITION AND A DISCONNECTION STICKER ACROSS THE CIRCUIT BREAKER. THE METER NUMBER AND CIRCUIT BREAKER MUST BE CLEARLY VISIBLE ON THE PHOTOGRAPHS. THE PHOTOGRAPH MUST BE DELIVERED TO THE RELEVANT ESKOM OFFICE WITH THE ELECTRONIC FEEDBACK. PHOTO'S TO BE MARKED WITH WORK ORDER NUMBERS.

NOTE: FOR ALL PHOTOGRAPHS RECEIVED NOT WITHIN THE AGREED TIMELINE, ESKOM WILL NOT PAY FOR THE ACTIVITY. WORK CARRIED OUT BY THE CONTRACTOR WILL ONLY BE DONE BY PERSONNEL DULY AUTHORISED BY ESKOM. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR OPERATE OR INTERFERE WITH THE EQUIPMENT OF ESKOM, EXCEPT IN CASES OF EMERGENCY, OR AT THE REQUEST OF ESKOM.

THE SCOPE: RECONNECTIONS

Description of the service: The reconnection of single and three phase supply to customers who have been disconnected for non-payment by:

1. Reconnecting the customer's supply in the customer's meter box.
2. Reconnecting the customer's supply in the pillar box.

NOTE: Above to be done in accordance with the Low Voltage Standards and Procedures.

RECONNECTION AT METER BOX (to be done within 24 hours after receipt)

1. Receive reconnection notice/work order from Eskom SOC.
2. Pre-task planning must be conducted by the Responsible Person for the reconnection of the customers. Ensure grouping of reconnects into routes and that work and resources are properly planned.
3. Identify apparatus to be correct by checking electrical address to physical address.
4. Remove seal from meter.
5. Untie tail and connect to circuit breaker.
6. Replace removed bridge piece (wire) between circuit breaker and meter as well as circuit breaker.
7. Replace and join the cable that was removed during the disconnection.
8. Switch on circuit breaker.
9. Test voltage and phase rotation (three phase installation).
10. Seal meter and log seal number on spread sheet/work order.
11. Provide Photo after reconnection as follows :
 - a. Meter Number
 - b. Readings of all meters
 - c. All pictures must indicate date and time
12. Provide reconnection feedback electronically to Eskom 24 hours after issue.

RECONNECTION AT PILLAR BOX / POLE (to be done within 24 hours after receipt)

1. Receive reconnection notice/work order from Eskom SOC.
2. Pre-task planning must be conducted by the Responsible Person for the reconnects of the customers. Ensure grouping of reconnects into routes and that work and resources are properly planned.
3. Identify apparatus to be correct by checking electrical address to physical address.
4. Untie tail and connect to relevant circuit breaker
5. Replace and join the cable that was removed during the disconnection.
6. Remove seal.
7. Switch on circuit breaker.
8. Test voltage and phase rotation (three phase installation).
9. Seal meter and log seal number on spread sheet/work order.
10. Provide Photo after reconnection as follows :
 - a. Meter Number
 - b. Readings of all meters
 - c. All pictures must indicate date and time
11. Provide reconnection feedback electronically to Eskom 24 hours after issuing.

THE SCOPE – PREPAID RECONNECTIONS

Description of the service: The reconnection of supply to customers who have been disconnected by:

1. Complete installation of airdac cable between the pole top box and the meter.
2. Reconnecting the underground cable in the stubby/pillar box as well as the installation and reconnection of the prepaid meter in the customer's meter box.

NOTE: Above to be done in accordance with the Low Voltage Standards and Procedures.

PREPAID RECONNECTIONS (AIRDAC) (to be done 24 hours after receipt)

1. Receive reconnection notice/work order from Eskom SOC.
2. Pre-job planning must be conducted by Responsible Person for the reconnection.
3. Identify apparatus to be correct by checking electrical address to physical address.
4. Ensure pole top circuit breaker is switched off. Test dead.

5. Install airdac cable between pole top box and meter box house.
6. Install prepaid meter in customer's meter box.
7. Connect airdac cable to circuit breaker in pole top box and prepaid meter in meter box.
8. Switch on supply from pole top circuit breaker.
9. Check voltage/supply at customer to be in order and conduct necessary tests (i.e. polarity and earth leakage tests etc.) on newly installed prepaid meter.
10. Seal prepaid meter. Capture seal number on reconnection notice/work order.
11. Complete prepaid meter change out form (books to be obtained from Eskom) and submit form with all relevant reconnection feedback to Eskom.

PREPAID RECONNECTIONS (CABLE) (to be done 24 hours after receipt)

1. Receive reconnection notice/work from Eskom SOC.
2. Pre-task planning must be conducted by Responsible Person for the reconnection.
3. Identify apparatus to be correct by checking electrical address to physical address.
4. Contractor to arrange with relevant Technical Service Centre to isolate cable at minisub feeding stubby/pillar box that needs to be worked at.
5. Open stubby/pillar box and test dead.
6. Replace circuit breaker in stubby/pillar box and connect cable feeding customer.
7. Replace prepaid meter and connect cable.
8. Switch on circuit breaker in stubby/pillar box.
9. Request Field Services staff to restore supply to stubby/pillar box from minisub.
10. Check voltage/supply at customer to be in order and conduct necessary tests (i.e. polarity and earth leakage tests etc.) on newly installed prepaid meter.
11. Seal prepaid meter. Capture seal number on reconnection notice/work order.
12. Complete prepayment meter change out form (books to be obtained from Eskom) and submit form with all relevant reconnection feedback to Eskom.

NOTE: Material required for reconnections will be supplied by Eskom.

CONVENTIONAL SPU FOLLOW-UPS

Follow-ups to be done on disconnected and Movement on Terminated points in the field as follows:

1. Receive follow-up Works Orders from Eskom SOC.
2. Pre-task planning must be conducted by the Responsible Person conducting the follow-up. Ensure grouping of follow-ups into routes and that work and resources are properly planned.
3. Identify apparatus to be correct by checking electrical address to physical address.
4. Check the status of the supply.
5. Check if any illegal re-connections took place.
6. Take following clear photos :
 - a. Photo of installation
 - b. Meter Number
 - c. Readings of all meters
 - d. All pictures must indicate date and time
7. Log information on the spread sheet.
8. Provide feedback electronically to Eskom within 24 hours after issuing.

METER CHANGES / REPLACEMENT / CONVERSIONS

Change-out / replacement of conventional SPU meters / Prepaid meters (conversions)

1. Receive meter change-out / replacement request Works Orders from Eskom SOC.
2. Pre-task planning must be conducted by the Responsible Person conducting the work. Ensure grouping of meter change-outs / replacements into routes and that work and resources are properly planned.
3. Identify apparatus to be correct by checking electrical address to physical address.
4. Check the status of the supply.
5. Check if any illegal connections took place.
6. Take following clear photos :
 - a. Photo of installation before the meter replacement
 - b. Meter Number
 - c. Readings of all meters
 - d. Photo of installation after the meter replacement
 - e. All pictures must indicate date and time
7. Log information on the spread sheet.

New meters must be collected from the CNC stores and old meters removed must be returned to the CNC stores.

Provide feedback electronically to Eskom within 24 hours after issuing.

GENERAL REQUIREMENTS.

All contractors must attend the compulsory induction course presented by the Risk Management Department:

2 Management strategy and start up.

2.1 The Contractor's plan for the service

Each Task Order will be subject to the terms and conditions stated in the Employers Scope.

2.2 Management meetingsRegular meetings of a general nature may be convened and chaired by the Supply Manager as follows:

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

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

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

2.3 Contractor's management, supervision and key people

The Contractor is to provide a Company Organogram indicating all relevant personnel as well as valid contact details.

2.4 Documentation control

As per the approved Quality Plan.

2.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

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)

2.6 Contract change management

To be Agreed between the Contractor and the Eskom Representative

2.7 Records of Defined Cost to be kept by the Contractor

All records and documentation are to be kept for a period not exceeding five years.

2.8 Management of work done by Task Order

All Task Orders are to be carried as stated in the Employers requirements for the service.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

3.3 Quality assurance requirements

4 Procurement

4.1.1 SD&L (Supplier Development & Localisation)

SKILLS DEVELOPMENT:

The successful supplier shall develop **unemployed graduates/ undergraduate**. These candidates shall be sourced from South Africa, Local to Site (i.e. where the actual work is taking place) as shown in the SD&L Compliance Matrix (Figure 1) below.

The purpose is to provide this candidate with skills and workplace experience in order to increase the opportunity for him/her to be employable within the industry. The supplier may develop the candidate directly, through their supply network or through the SETA (Skills Education and training Authorities) accredited training providers. Skills development candidates could be unemployed graduates / matriculants from FET (Further Education and Training) Colleges or unemployed workers.

Skills development matrix (Figure 1)

Business Unit	Gauteng Cluster
Description/ Scope of Work	Conventional SPU Disconnections, Reconections, Follow-Ups, Terminations and SPU meter changes in Gauteng Cluster on "as and when required" basis over a period of 36 months
Duration of the Project	36 Months
Budget	
Name of Buyer	Masala Makungo

Section 1: Objective criteria

The inclusion of objective criteria in an enquiry is not mandatory but a condition for contract award, and if included, this must align with the requirements of the PPPFA [clause 2(1)(f)] and be clearly stated in the enquiry together with the consequence of such objective criteria (i.e., if the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award).

Undertaking (Mandatory at contract award)

Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. SD&L undertakings do not form part of scoring but commitments will form part of contractual obligations

Enterprise Development

The main contractor will be required to propose development in the following areas;

Support Description	Tenderer Proposal

<p>Job Opportunities Tenderer to indicate number of Jobs to be created and/or retained from this contract;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Number of Jobs to be created</th> <th style="width: 50%;">Number of Jobs to be retained</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </tbody> </table>		Number of Jobs to be created	Number of Jobs to be retained														
Number of Jobs to be created	Number of Jobs to be retained																
<p>Skills Development Tenderers are required to propose against the following training initiatives;</p> <p>Skills Development</p> <p>Eskom reserves the right to negotiate with the tenderer on Eskom's requirements. The outcome of the negotiations will be a contractual obligation. If negotiations are not required, the tenderer's SDL&I undertaking will become a contractual condition.</p> <p>A target of one skill for every R 2 million spend by Eskom is proposed.</p> <p>Skills development is designed to benefit the currently unemployed graduates from school; further education and training campuses; and universities. Task orders will vary and it is therefore deemed that each supplier will be required to train a minimum of One (1) skill per R 2 000 000 (accumulated value invoiced) during the term of the contract.</p> <p>The composition of these candidates must be representative of the population demographics of South Africa. Note that these targets for skills development candidates categorically exclude Eskom employees and registered learners.</p> <p>Skill Type (Occupation) Target Number of Persons to be Trained (Local to South Africa) Tenderers are required to propose against the following experimental training initiatives for Geoscience graduates or undergraduates :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Eskom Target</th> <th style="width: 25%;">Entry Requirement</th> <th style="width: 25%;">Exit Requirement</th> <th style="width: 25%;">Tenderer Proposal</th> </tr> </thead> <tbody> <tr> <td>Electrical Engineers X 3</td> <td>Undergraduate/ unemployed graduate</td> <td>successful Completion Certificate</td> <td></td> </tr> <tr> <td>Project Managers X 2</td> <td>Undergraduate/ unemployed graduate</td> <td>Successful Completion Certificate</td> <td></td> </tr> <tr> <td>Safety Officers X 3</td> <td>Undergraduate/ unemployed graduate</td> <td>successful Completion Certificate</td> <td></td> </tr> </tbody> </table> <p>1. Completion certificate to be issued at the end of the project 2. Compile a training program 3. Submit a signed contract with the selected candidates</p> <p>NOTE 1: An estimated 0.25% of the tender value is expected to be committed on skills development</p>		Eskom Target	Entry Requirement	Exit Requirement	Tenderer Proposal	Electrical Engineers X 3	Undergraduate/ unemployed graduate	successful Completion Certificate		Project Managers X 2	Undergraduate/ unemployed graduate	Successful Completion Certificate		Safety Officers X 3	Undergraduate/ unemployed graduate	successful Completion Certificate	
Eskom Target	Entry Requirement	Exit Requirement	Tenderer Proposal														
Electrical Engineers X 3	Undergraduate/ unemployed graduate	successful Completion Certificate															
Project Managers X 2	Undergraduate/ unemployed graduate	Successful Completion Certificate															
Safety Officers X 3	Undergraduate/ unemployed graduate	successful Completion Certificate															

NOTE 2: For each of the above training we require:

- 1 candidate (for either of the training courses above) for every R2 Million worth of accumulated purchase orders that has been allocated to the contractor.

Section 2: Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

2.1.2 Designated sectors

The proposed threshold for local content as proposed on section 2. Designated sector.

Designated material thresholds **is applicable**
Not applicable

Note: For this section (Special Conditions of Tendering) the following documents should also be completed and signed:

- A completed and duly signed SBD 6.2 – Local Content Declaration Certificate.
- A completed and duly signed Annexure C, D and E.
- Completed and duly signed Preference point Claim form.

Subcontracting**Tenderer to propose possible opportunities**

Mandatory subcontracting on contracts above R30 million as a condition for contract award

If feasible to subcontract for a contract above R30 million, Eskom:

- must apply subcontracting to previously designated groups.
- must advertise the tender with a specific condition for contract award that the successful tenderer must subcontract a minimum of 30% of the value of the contract to:
 - an EME or QSE;
 - an EME or QSE, which is at least 51% owned by black people;
 - an EME or QSE, which is at least 51% owned by black people who are youth;
 - an EME or QSE, which is at least 51% owned by black people who are women;
 - an EME or QSE, which is at least 51% owned by black people with disabilities;
 - an EME or QSE, which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - a cooperative, which is at least 51% owned by black people;
 - an EME or QSE, which is at least 51% owned by black people who are military veterans; or
 - more than one of the categories referred to in paragraphs (a) to (h).

Tender Returnable if the above element is a requirement;

- Proof of a sub-contract agreement/s must be submitted.
- CSD report of subcontractors
- Sub-contractor/s B-BBEE certificate / sworn affidavit must be submitted.
-

Subcontracting, in this instance, will be treated as a condition for contract award. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

Section 3: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit. (Mark the applicable option).
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. (No blank spaces to be left).
- Indicate total revenue for the year under review and whether it is based on audited financial statements or management account. (Mark the applicable option).
- Financial year end as per the enterprise's registration documents, which was used to determine the total revenue. (Financial year end to be stipulated by day/month/year).
- B-BBEE Status level. An enterprise can only have one status level. (Tick applicable level)
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. (The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

Section 4: SDL&I Penalty

As security for the fulfilment of all SDL&I obligations, Eskom will apply a penalty of 10.0% of every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter; or failure to meet the SDL&I obligations in a contract

Section 5: Reporting & Monitoring

The suppliers shall on a monthly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.

Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.

Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

The reporting template will be issued on contract award.

Prepared by:

Proposed by & Company name:

Mosa Makhubo
Snr SDL&I Advisor
Dater: 20 July 2023

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

5 Working on the Affected Property

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

This information will be provided by Eskom to each contractor as part of the contractors KPI's

5.2 People restrictions, hours of work, conduct and records

Part of KPI's

5.3 Health and safety facilities on the Affected Property

Part of KPI's

5.4 Environmental controls, fauna & flora

Part of KPI's

5.5 Cooperating with and obtaining acceptance of Others

Part of KPI's

5.6 Records of Contractor's Equipment

Part of KPI's

5.7 Equipment provided by the Employer

Part of KPI's if and when the contractor requests assistance from Eskom in regards to plant and equipment.

5.8 Site services and facilities

5.8.1 Provided by the Employer

N/A

5.8.2 Provided by the Contractor

N/A

5.9 Control of noise, dust, water and waste

Part of the OHS policy

5.10 Hook ups to existing works

Part of KPI's

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Part of KPI's

5.11.2 Materials facilities and samples for tests and inspections

Part of KPI's

6 List of drawings

6.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.