



NEC3 Term Service Contract (TSC3)

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

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

for **PROVISION FOR DISCONNECTION AND
RECONNECTION SERVICES IN MTHATHA & ALIWAL
NORTH IN EASTERN CAPE OPERATING UNIT
(ECOU)**

Contents:	No of pages
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CONTRACT No.

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:

PROVISION FOR DISCONNECTIONS AND RECONNECTIONS IN MTHATHA & ALIWAL NORTH AREA IN EASTERN CAPE OPERATING UNIT (ECOU)

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

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

Options A	The offered total of the Prices exclusive of VAT is	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)

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:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X19: Task Order
		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
	Tel No.	[•]
	Fax No.	[•]
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	[]Mthatha and Aliwal North Zones Eastern Cape
11.2(13)	The <i>service</i> is	[•]PROVISION FOR DISCONNECTIONS AND RECONNECTIONS IN MTHATHA & ALIWAL NORTH AREA IN EASTERN CAPE OPERATING UNIT (ECOU)
11.2(14)	The following matters will be included in the Risk Register	Customer refusal No access due to bad roads
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	One week
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	1 week of the Contract Date
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 The Contractor corrects Defects within a time which minimises the adverse effect on the Employer or Others. If the Contractor does not correct a Defect within the time required by this contract, the Service Manager assesses the cost to the Employer of having the Defect corrected by other people and the Contractor pays this amount. 42.2 The Service Manager arranges for the Employer to allow the Contractor access if it is needed for correcting a Defect.
5	Payment	

50.1	The <i>assessment interval</i> is	between the 1st day and 5th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Within 30 days of receipt of a commercially and financially correct tax invoice by the Accounts Payable Department for contracts that are valued at less than R50 000 000.00 (Fifty Million Rands) and within 60 days for contracts valued at R50 000 0000.00 (Fifty Million Rands) excluding VAT and above.
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 (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	The following are compensation events. (1) The Service Manager gives an instruction changing the Service Information except . a change made in order to accept a Defect or . a change to the Service Information provided by the Contractor for his plan which is made either at his request or to comply with other Service Information provided by the Employer. (2) The Employer does not provide the right of access to the Affected Property in accordance with the Accepted Plan. (3) The Employer does not provide something which he is to provide as stated in the Service Information in accordance with the Accepted Plan. (4) The Service Manager gives an instruction to stop or not to start any work.

- (5) The Employer or Others do not work in accordance with the Accepted Plan or within the conditions stated in the Service Information.
- (6) The Service Manager does not reply to a communication from the Contractor within the period required by this contract.
- (7) The Service Manager changes a decision which he has previously communicated to the Contractor.
- (8) The Service Manager withholds an acceptance (other than acceptance of a quotation for not correcting a Defect) for a reason not stated in this contract.
- (9) A test or inspection done by the Service Manager causes unnecessary delay.
- (10) A change to the Affected Property other than a change as a result of Providing the Service.
- (11) The Employer does not provide materials, facilities and samples for tests and inspections as stated in the Service Information.
- (12) An event which is an Employer's risk in this contract.
- (13) The Service Manager notifies a correction to an assumption which he has stated about a compensation event.
- (14) A breach of contract by the Employer which is not one of the other compensation events in this contract. .

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 The employer will provide Eskom locks, stickers
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Additional risks will be updated when identified during the service.
9	Termination	Applicable as per Section 9 of the NEC 3 SC (April 2013).
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 week

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).		
	Address	To be agreed on signing of contract		
	Tel No.	[•]		
	Fax No.	[•]		
	e-mail	[•]		
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	[•] 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			

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	1 Month prior to the enquiry closing date		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.55	Labour (Table C-3a for labour rates)	Seifsa
		0.30	Transport (Table L-2 for road freight costs)	Seifsa

		0.15	non-adjustable
		1.00	
X2	Changes in the law	Changes to South African Law	
X17	Low service damages	Penalties for non-performance Penalties and incentives Disconnection/Reconnections and all other Reading activities • Contractor will not be paid for late, incomplete, inaccurate or poor quality work, which includes feedback. • Eskom will re-schedule the task if the contractor has not completed an allocated task as per the prescribed Eskom specifications and timelines, the above will be completed at contractors own expense. • Note: If for any reason the contractor cannot perform the task, timeous feedback from the field must be given to the Contractors' Admin support. Eskom will then decide on the action to be taken. See scope of work for details. • Eskom encourages the contractor to locate installations/customers that are consuming energy in the field but are not on the CC&B billing system. A monetary reward per successful CC&B update will be paid to the contractor. • Note: If Eskom is dissatisfied with the quality of service delivered by the Contractor/ Contractor Field Staff / Sub Contractors for a specific task or in general, Eskom will then notify the contractor in writing that another Contractor or Eskom personnel will be performing that output. The Contractor will then be billed for the work performed by the 3rd party as per the rate quoted by the 3rd party.	
X17.1	The <i>service level table</i> is in	[•]	
		• •	
X19	Task Order		
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days of receiving the Task Order	
Z	The <i>additional conditions of contract</i>		

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 <i>Contractor</i> 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 <i>Contractor</i> , 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>	<u>Loss of or damage to property</u> The replacement cost

property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

2. 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.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

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 Name: Job: Responsibilities: Qualifications: Experience: 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

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees N/A

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

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 • the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Disconnection/Reconnection SPU meter in accordance with prescribed procedure/standard, sealing of meter and data capturing in an Urban area				
2	Disconnection/Reconnection SPU meter in accordance with prescribed procedure/standard, sealing of meter and data capturing in a Rural area				
3	Disconnection/Reconnection SPU meter in accordance with prescribed procedure/standard, sealing of meter and data capturing in a Rural area				
4	Disconnect/ Reconnect After Hours SPU meter in accordance with prescribed procedure/standard, sealing of meter and data capturing. After Hours: • Urban Area • Rural Area • High Rural Area				
	Move in/Out Urban				
	Move In/Out Rural				
	Move In/Out Rural High				
	Hard Disconnection/Reconnection Urban				
	Hard Disconnection/Reconnection Rural				
	Hard Disconnection/Reconnection High Rural				
	No access to disconnect/reconnect SPU meter: • Urban Area • Rural Area • High Rural Area				
	No access to disconnect/reconnect SPU meter after hours: • Urban Area • Rural Area • High Rural Area				

[illegible]

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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Otherwise insert list of contents manually.

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Description of the service

Executive overview

Provision for reconnections, disconnections, hard disconnections and hard reconnections in Mthatha and Aliwal North within the Eastern Cape Operating Unit (ECOU). Rural High (RH) longer distances between service points, Rural (R) average distances between service points and Urban (U) concentrated areas. Some areas will be changed for the purpose of the contract from Rural to Rural High due to the long distances travelled, being difficult to locate & changes from the place of download because of network challenges

Employer's requirements for the service

The contractor will visit a meter installation and perform a disconnection/reconnection activity as per Eskom instruction.

The task will include:

- Verify the meter number to be disconnected/reconnected
- The disconnection/reconnection will be performed by switching the main circuit breaker (MCB) into ON/OFF position. Measure voltage when switching MCB "on"
- For disconnections the MCB will be sealed in the OFF position. If the MCB does not have a shroud a disconnection sticker must be stuck over the MCB and the conductor tails between the load side of the MCB's and meter shall be removed to prevent the customer from tampering and reconnecting electricity supply.
- In case of meter being removed by the contractor, the meter should be returned to the area CNC store person
- Upon the reconnection the sticker must be removed. If fitted with a shroud then the MCB must be sealed in the ON position. The tails must be reconnected upon reconnection
- Record the meter reading after both disconnection and reconnection
- Take digital photograph of disconnected/reconnected meter showing the date and time when the photograph is taken
- Lock meter installation with Eskom lock. The contractor should report to Eskom if the kiosk is locked or damaged.
- Where meters are in the property or inside the house, the tails must be pulled as well as any other meter whether it is a single or 3 phase meter that cannot be sealed off
- Any private locks to be replaced with Eskom locks
- An inspection of the electrical installation is to be performed for any visual tampering, stuck or faulty meters and/or damages to the meter/installation and reported to Eskom.

Note: Detailed works processes and timelines information will be issued with the task instruction

- Eskom will provide the following: Sealing pliers and ferrules

- Meter seals

- Disconnection stickers

- Eskom locks

Training as per portfolio of evidence (240-70413681) and Low voltage training (240-73413207) E. g on how to seal off meters when disconnected should be enforced Low voltage authorization as per power delivery operating training standard (240-70413865)

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Supplier will provide the following required to do the work

- All specialised tools

1. Low voltage live tools

2. Low voltage contact tester

3. Link stick

4. Multi meter

PPE (Low voltage live face shield, Low voltage live rubber gloves with leather protectors, overall, safety boots, hard hat)

Supplier to comply to the OHSAS and Eskom safety requirements

Data Specification

Eskom to provide the tenderer with a daily list of customers to be disconnected/reconnected on an excel spreadsheet by e-mail

All feedback related to disconnection/reconnection to be furnished by email daily. Provide excel spreadsheet and photos by email or USB stick to Eskom Revenue and Credit Management Department within the prescribed timeline.

The following data to be included:

- Meter reading
- Meter serial number
- Clear Digital photo (date & time stamped)
- If premise address and meter number do not correspond with data on Eskom list, then meter number and premise address must be provided to Eskom (photo included)

Data Quality

Data must be submitted daily to Eskom Revenue and Credit Management Department. Errors must be rectified at no cost to Eskom.

The outputs of this service include the following:

DISCONNECTIONS/ RECONNECTIONS

- The work request will be dispatched via the Contractors' Admin Support or the Eskom Contact Centre.
- Note: Eskom pay per customer installation Disconnections/ Reconnections
- The contractor must have knowledge of the geographical area as well as the Eskom network. The contractor will be expected to read Eskom's single line diagrams to find installations where necessary.
- A digital photograph will be taken for disconnections and reconnections in such a manner that the meter readings and serial number will easily be read off the photo as well as proof that MCB has been isolated in the off position and sealed/sticker for disconnections and vice versa for reconnections. Remember that these photos could be used in a court of law thus the quality needs to be good so that there can be no doubt. In some cases 2 photos may be required to obtain the desired quality. The digital photo must be sent via MMS or Email to the Contractors' Admin Support within the timeline schedule. Eskom will not pay for the activity if the prior requested photo is not sent or outside the prescribed timeline
- The contractor will report all factors prohibiting the contractor from carrying out all relevant work for disconnections and reconnections i.e. vicious dogs, access denied, gate locked, incorrect coordinates, customer has proof of payment etc to the Revenue & Credit Management Department

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while the contractor is on site. (A digital photo will be requested by Eskom to substantiate the reason.)

Eskom will then try and contact the customer and make the necessary arrangements. If unsuccessful, the contractor will have to return to the premise at an alternative date as advised by Eskom. The contractor will be paid by Eskom for both visits. Failing to report these factors will result in Eskom not paying for the specific activity and/or imposing penalties as set out in this agreement. If access cannot be gained to meter installation for any reasons (bad roads etc.) this must be reported via the Contractors Cell phone to the Walk in Centre (Contractors' Admin Support) while the contractor is on site. (A digital photo will be requested by Eskom to substantiate the reason.)

Eskom will then try and contact the customer and make the necessary arrangements, if unsuccessful the contractor will have to return at an alternative date as advised by Eskom. The contractor will be paid by Eskom for both visits.

- The information required by the contractor i.e. Installation Number (POD ID), name and address of customer, meter number ID (identity) will be supplied by Eskom.

The Information required by Eskom i.e. meter reading etc. will be captured by the contractor and sent back to the Contractors' Admin Support.

- Eskom will provide the correct documentation (Maximo Work Order) and will prescribe the method of communication i.e. manual or electronic.

• Note: Under no circumstances is the contractor allowed to engage in negotiations with the customer also the contractor is not allowed to deceive the customer in order to gain access to their property.

• Note: The task will not be deemed "complete" until all the required information, in the correct format, is received by a responsible Eskom employee.

- Work shall be carried out by Eskom authorized contractor personnel only. The disconnection / reconnection shall be done by switching the Eskom Main Circuit (MCB) off/on. Under no circumstances will the contractor interfere with any circuit wiring.

• For disconnections the MCB will be sealed in the “off” position. If the MCB does not have a shroud a disconnection sticker maybe stuck over the MCB to prevent the customer from tampering with and reconnecting electricity supply. A disconnection sticker will be supplied by Eskom, (digital photo to be provided as proof of disconnection as well as meter reading).

• Upon reconnection the seal of sticker must be removed. If fitted with a shroud then the MCB must be sealed in the “on” position, (digital photo to be provided as proof of reconnection as well as meter reading).

See Timeline schedule

MOVE IN / MOVE OUT :

• Same as the above described Disconnection / Reconnection process is applicable to this task. The only exception is that the MCB will only be switched “on” or “off” upon instruction from Eskom. The main focus will be on the opening / closing reading of the meter.

• Note: Eskom pay per customer installation

• A digital photograph will be taken in such a matter that the meter readings and serial number will easily be read off the photo. The digital photo must be sent via MMS or Email to the Contractors’ Admin Support within the timeline schedule. Eskom will not pay for the activity if the prior requested photo is not sent or outside the prescribed timeline.

• Customer Request sticker maybe stuck over the MCB to prevent the customer from tampering with and reconnecting electricity supply. A Customer Request sticker will be supplied by Eskom, (digital photo to be provided as proof of disconnection as well as meter reading).

• See Timeline schedule

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HARD DISCONNECTIONS/ RECONNECTION (DISCONNECTION OF METERS AT GROUND LEVEL)

Inform customer on your scope of work.

• Open meter box

• Using all relevant PPE wear overall use rubber gloves, leather gloves; face shield and hardhat insulated tools(flat screw driver; insulation tape, Philip’s drew driver for voltage below 1000 volts and voltage tester).

• Switch off MCB in the meter box.

• Test if the supply is on or off

DISCONNECTION PROCESS:

• Commission the disconnection process only when the point is dead

• Identify correct cable to be disconnected.

• Follow correct sequence for disconnection

• Remove the jumper

• Remove one jumper(live) for single meter and remove three jumpers for three phase meter(live jumpers)

• Put disconnection sticker and take photo with date and time

• Live (phase) jumpers must be taken by the responsible person doing the disconnection.

• Lock meter box

RECONNECTION OF THE HARD DISCONNECTION:

• Inform customer on your scope of work.

• Open meter box

• Using all relevant PPE wear overall use rubber gloves, leather gloves; face shield and hardhat insulated tools (flat screw driver; insulation tape, Philip’s drew driver for voltage below 1000 volts and voltage tester).

• Test if the supply is off

• If the supply if off replace the jumpers (replace one jumper is it is single phase and replace three jumpers if it is three phase (three meters)

• Switch on MCB in the meter box and take a photo with date and time.

• Lock the meter.

N.B it is important that all personnel that perform this activity must have undergone LV authorization training at their own expense. If the contractor has not done the hard disconnection and reconnection output in the last 6months.It is imperative that the refresher training on LV authorization training must be done.

The disconnection of MOT time lines is to be done within 72 hours of request and reconnection to be done within 6 hours of request .The after reconnection will apply for reconnection after 15h30 every day and reconnection over week ends which start from 15h30 Friday up to 7h45 Monday.

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MOVE IN / MOVE OUT :

- may be requested as and when required
 - The work request will be dispatched via Contractors' Admin Support
 - Note: Eskom pay per customer installation
 - A digital photograph will be taken in such a manner that the meter readings and serial number will easily be read off the photo. The digital photo must be sent via MMS or Email to the Contractors' Admin Support within the timeline schedule. Eskom will not pay for the activity if the prior requested photo is not sent or outside the prescribed timeline.
- N.B it is important that all personnel that perform these activity must have undergone LV authorization training at their own expense.
- DATA COLLECTION:
- The work requested will be dispatched via the designated Eskom personnel.
 - This activity will be coordinated in the most cost effective way.
 - Eskom will provide a GPS instrument/data logger to do the coordinates.
 - Data to be captured and returned to designated Eskom personnel within agreed timelines.

Reference could be made to an Annexure for a detailed classification of services or to the Price List in the case of Option A or C and if the Price List descriptions are complete.

Interpretation and terminology

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

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
LV	Low voltage
SPU	Small Power User

Management strategy and start up.

The *Contractor's* plan for the *service*

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

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

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

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

Management meetings

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

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

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

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

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

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

Contractor's management, supervision and key people

N/A

Provision of bonds and guarantees N/A

Documentation control

All contractual communications will be in the form of properly compiled letters, emails or forms attached to e mails by the Service Manager, Service Provider and relevant stakeholders.

Invoicing and payment

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

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

The *Contractor* shall address the tax invoice to

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 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)

Contract change management N/A

Records of Defined Cost to be kept by the Contractor

N/A

Insurance provided by the Employer N/A

Training workshops and technology transfer N/A

Design and supply of Equipment N/A

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

Equipment

Surplus equipment/materials provided by the Employer must be returned to the Employer at the end of the service period.

Information and other things

N/A

Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme. Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

Task orders will be issued to the Service Provider for all the works that need to be done by the Service Provider

Health and safety, the environment and quality assurance

Health and safety risk management

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

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

Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

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

Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

Procurement

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

People

Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

SDL&I

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.

SDL&I

Subcontracting

Preferred subcontractors N/A

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

Subcontract documentation, and assessment of subcontract tenders N/A

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

Limitations on subcontracting N/A

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

Attendance on subcontractors N/A

State requirements for attendance on Subcontractors, if any

Plant and Materials N/A

Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

Contractor's procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

Plant & Materials provided “free issue” by the *Employer*

List any Plant and Materials which are to be provided by the *Employer*.

Cataloguing requirements by the *Contractor* N/A

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

***Employer's* site entry and security control, permits, and site regulations N/A**

People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on customer's properties, between 08h00 to 16h00 generally but may also access afterhours where required.

Health and safety facilities on the Affected Property N/A

Environmental controls, fauna & flora N/A

Cooperating with and obtaining acceptance of Others N/A

Records of *Contractor's* Equipment N/A

Equipment provided by the *Employer*

Eskom locks, Stickers, and Meter Seals to be stored safely.

Site services and facilities N/A

Provided by the *Contractor* N/A

Control of noise, dust, water and waste

N/A

Hook ups to existing works

N/A

Tests and inspections

Description of tests and inspections

Vehicle and safety equipment inspections to be done on site.

Materials facilities and samples for tests and inspections N/A

<u>Area</u>	<u>CYCLE</u>	<u>ROUTE</u>	<u>BASE (WHERE HH IS)</u>	<u>No. of points</u>
Bizana (BZR ; FGF)	SR20	100003	MTHATHA	71
Mt Ayliff	SR10	100004	MTHATHA	38
MT FRERE	SR15	100005	MTHATHA	47
MALUTI (MURT ; MUT)	SR20	100006	MTHATHA	27
Ntabankulu	SR15	100008	MTHATHA	61
Mt Fletcher	SR05	100009	MTHATHA	1
Matatiele (MTER)	SR15	100037	MTHATHA	4
QTN: LADY FRERE (LFR)	SR14	101349	QTN	134
COFIMVABA (QAM ; COF)	SR14	101350	QTN	58
CALA (CLA)	SR09	101351	QTN	3
CALA (CLA)	SR20	101352	QTN	51
ELL ; ZTL ; MQD ; Coffee Bay ; Hole in the wall	SR20	101353	MTHATHA	89
COFIMVABA (COF)	SR18	101354	QTN	16
Mthatha: Ngqeleni	SR10	101359	MTHATHA	67
LIBODE (LBO ; NGI ; TLO)	SR10	101360	MTHATHA	65
TSOLO (TLO)	SR15	101361	MTHATHA	10
TSOLO (TLO)	SR15	101362	MTHATHA	62
Mthatha - Qumbu (QBU)	SR15	101363	MTHATHA	66
PORT ST JOHNS (PSJ)	SR20	101364	MTHATHA	37
PORT ST JOHNS (PSJ)	SR20	101365	MTHATHA	12
Lusikisiki (LSK)	SR10	101366	MTHATHA	5
LUSIKISIKI (LSK)	SR15	101368	MTHATHA	24
Lusikisiki (LSK; LKN)	SR15	101369	MTHATHA	40
Flagstaff (FGF)	SR20	101370	MTHATHA	45
ELL ; ZTL ; MQD ; Coffee Bay ; Hole in the wall	SR20	101372	MTHATHA	126
ELLIOTDALE (ELL; MQD)	SR10	101373	MTHATHA	154
AN: Sterkspruit (SST)	SR09	101380	ALI WAL N	92
AN: Dordrecht (DDT ; BKM)	SR04	101383	ALI WAL N	107
AN: DORDRECHT (BIR; SPT)	SR13	101384	ALI WAL N	63
AN - Burgersdorp (REB ; SRT ; BAN)	SR13	101386	ALI WAL N	113
AN - Burgersdorp (KNA ; SOP ; BUR ; SRT)	SR17	101387	ALI WAL N	93
Barkley /Indwe / Elliot (IDW; RSW)	SR09	101447	ELLIOT	79
ELLIOT - (IDA ; IDW)	SR19	101450	ELLIOT	89
ELLIOT - Barkley east (WEL; BKP)	SR09	101456	ELLIOT	75
ELLIOT - RHODES (RD)	SR14	101461	ELLIOT	93
CALA (CLF ; WT ; CLA ; ENG)	SR19	101466	QTN	111
ELLIOT (PTR ; TBK ; CLA) MACLEAR	SR09	101471	ELLIOT	92
MACLEAR (MAC ; UGI)	SR14	101473	ELLIOT	141
QTN - Cathcart (DAM ; TYL; SADA; CATH)	SR08	101486	QTN	51
QTN - (SADA ; ESX)	SR08	101487	QTN	63

QTN - TYLDEN (TYL ;ESX)	SR14	101488	QTN	56
QTN - (SADA)	SR14	101489	QTN	44
QTN - WHITTLESEA (SADA)	SR14	101490	QTN	50
QTN -Katikati (ROC;KTI)	SR18	101491	QTN	21
QTN: CATHCART (CATH)	SR10	101493	QTN	106
QTN: (SADA; NBA)	SR20	101494	QTN	58
QTN (SADA)	SR16	101495	QTN	91
QTN (MOLTENO / STERKSTROOM) BR	SR10	101497	QTN	64
QTN: TARKASTAD (LEO)	SR18	101499	QTN	28
QTN - (SADA)	SR18	101501	QTN	15
QTN - (TAM) -tarkastad / Sterkstroom	SR10	101503	QTN	38
AN - MOLTENO / JAMESTOWN (ROG ; MLT)	SR20	101504	ALI WAL N	94
AN - MOLTENO (BAM)	SR19	101506	ALI WAL N	28
AN - MOLTENO / BURGERSDORP (SND)	SR20	101507	ALI WAL N	58
AN - MOLTENO / STERKSTROOM (	SR19	101508	ALI WAL N	7
QTN - WHITTLESEA (WHT ; SHR ; HKR ; OXR)	SR18	101509	QTN	131
QTN - Cathcart (MAN ; NOD)	SR03	101520	QTN	5
AN: LADY GREY (WIT ; RBK ; RLG)	SR17	109203	ALI WAL N	127
AN: MOLTENO ; JAMESTOWN ; GOEDEMOED	SR18	109204	ALI WAL N	82
AN: LADY GREY (POR ; CLAN)	SR17	109205	ALI WAL N	71
AN: JAMESTOWN (JAM)	SR19	109207	ALI WAL N	4
Mt Frere	SR05	109424	MTHATHA	42
Mt Fletcher	SR20	109971	MTHATHA	15
				3810
Lusikisiki - constant network issues - moved RH to Mthatha				
Mt Ayliff - network issues - moved to Mthatha				

List of drawings N/A

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.

Drawing number	Revision	Title