



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 of Meter audits, collection of field data, testing and meter upgrades, change outs and Prepaid Power User (PPU & SPU) Meter Moves, change outs and upgrades for various zones within the LimLanga Cluster (Limpopo & Mpumalanga) on an “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.

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 of Meter audits, collection of field data, testing and meter upgrades, change outs and Prepaid Power User (PPU & SPU) Meter Moves, change outs and upgrades for various zones within the LimLanga Cluster (Limpopo & Mpumalanga) on an “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	The offered total of the Prices exclusive of VAT is	Rates Based Contract
	Value Added Tax @ 15% is	Rates Based Contract
	The offered total of the amount due inclusive of VAT is ¹	Rates Based Contract
	(in words) Task Order Based Contract	

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	Not Applicable	Not Applicable

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*

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
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		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):	: Lawrens van Wyngaardt and Lumka Godlwana
	Address	;
	Tel	:
	Fax	:
	e-mail	:
11.2(2)	The Affected Property is	; Limlanga Cluster
11.2(13)	The <i>service</i> is	The provision of Meter audits, collection of field

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

data, testing and meter upgrades, change outs and Prepaid Power User (PPU & SPU) Meter Moves, change outs and upgrades for various zones within the LimLanga Cluster (Limpopo & Mpumalanga) on an “as and when” required basis.

11.2(14)	The following matters will be included in the Risk Register	; Access to site
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	1 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> 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.	; As per Task Order
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	Last 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	4 weeks.
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 *mutatis mutandis* 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	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. Weather Conditions 2. Access to site
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	4 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).
	Address	[•]
	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	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

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 tender closing date Labour rates will be adjusted as per SEIFSA TABLE C3, after 16 months, thereafter CPA will apply annually at the anniversary of the contract. Transport rates will be adjusted as per SEIFSA TABLE L1, after 16 months, thereafter CPA will apply annually at the anniversary of the contract					
Formula A						
Index Reference	Proposed portions/Weightings of each index	Description of Index	Full Title of Index as published	Source Publisher of Index	Base Month	Base Price/Base Index Figure
A1	65%	Table C3	Actual Labour Cost	SEIFSA	Month prior to tender closing	
A2	25%	Table L2A	Road Freight Costs	SEIFSA	Month prior to tender closing	
A3						
	10%	Fixed portion not subject to CPA				
Total	100%					
X2	Changes in the law					
	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.					
X18	Limitation of liability					

X18.1	The <i>Contractor's</i> liability 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 • 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 • 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	[•] months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 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	To be communicated
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 *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*

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	None None
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:	As per Task Order
21.1	The plan identified in the Contract Data is contained in:	As per Task Order
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	Attached

11.2(19)	The tendered total of the Prices is	Rate Based
----------	-------------------------------------	-------------------

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*

		Description	Unit	Rate
		<i>Installation of new infrastructure including supply and delivery of material to site. Storage and transportation of this material is included in the rates.</i>		
		METER MOVE		
A		Upgrades, conversions and meter move		
	1.00	Overhead Connection	no	
	2.00	Underground Connection	no	
B		SHACK POLES (Incl. Excavation)		
	1.00	4&5m Wood Shack Pole	no	
	2.00	7m Wood Shack Pole	no	
	3.00	Extra over for hard holes 4 & 5m	no	
	4.00	Extra over for hard holes 7m	no	
C		TRANSPORT OF MATERIAL		
	1.00	LDV	Km	
	2.00	Truck 5-8 Ton	Km	
	3.00	5 - 8 Ton with crane	Km	
	4.00	9 - 14 Ton	Km	
	5.00	Construction regulation - Transport of personnel to site in safe vehicle	Km	
D		SUNDRY ITEMS		
	1.00	Trenching for cable: Soft	m	
	2.00	Trenching for cable: Rock	m	
	3.00	Pole top box installation	no	
	4.00	Storage and site office	item	
	6.00	63A Morsdorf Breaker	ea	
	7.00	Change Faulty meter	no	
	8.00	Installation of external ECU Box	no	
E		ADDITIONAL REQUIREMENTS		
	1.00	Confirm Certificate of Compliance (Abridged)	no	
	2.00	Sealing of Meters/ECU	no	
	3.00	Getting Correct Customer info if already connected/ meter change-out form	no	
	4.00	Capturing data using own GPS data loggers	ea	

	5.00	Upload of Cordaptics information	no	
F		SPU & LPU CONNECTIONS		
	1.00	Meterbox single phase installation including cable above ground level	ea	
	2.00	Meterbox three phase 25 to 100kVA installation including cable above ground level	ea	
	3.00	Polyphase meterbox 200kVA installation including cable above ground level	ea	
G		Lay cables including terminations		
	1.00	Cables laid in ground 16 x 2	m	
	2.00	Cables laid in ground 25 x 4	m	
	3.00	Cables laid in ground 35 x 4	m	
	4.00	Cables laid in ground 70 x 4	m	
	5.00	Cables laid in ground 120 x 4	m	
	6.00	Cables laid in ground 240 x 4	m	
	7.00	Excavate in soft material for trench (600mm) incl. backfilling	m	
		Description	Unit	Rate
2		<i>Dismantle, recover, and deliver to Eskom warehouse and or dispose of existing infrastructure. Transportation of scrap material to the CNC included in the rate.</i>		
A		Upgrades, conversions and meter move		
	1.00	Overhead Connection	no	
	2.00	Underground Connection	no	
B		SHACK POLES		
	1.00	4&5m Wood Shack Pole	no	
	2.00	7m Wood Shack Pole	no	
C		SUNDRY ITEMS		
	1.00	Pole top box	no	
	2.00	63A Morsdorf Breaker	ea	
	3.00	Faulty meter	no	
D		Upgrades, conversions and meter move		
	1.00	External box for ECU	no	
	2.00	10mm sq Concentric cable	m	
	3.00	6mm sq Concentric cable	m	
	4.00	4mm sq concentric cable	m	
	5.00	Pole top box complete (removal and recovery of fixing material)	no	
E		SPU & LPU		
	1.00	Meter box & Cable - Conventional SPU	ea	
	2.00	Meter box & Cable - Programmable LPU	ea	

		P & G's (7% of total labour cost)		
		Allowance for safety (5% of total labour cost)		
		Contractor's material		cost plus 5%
		Site Establishment	Sum	
		METER AUDITS		
		RECOMMENDED CONVENTIONAL RATES		
	1.10	Audit and Capture Field Data, Perform meter accuracy test, Observe and Capture Remarks using own Handheld Unit (Rural)	ea	
	1.20	Auditing of the urban installation (exclude testing) Digital meter	ea	
	1.30	Replacement of the 5Amp meters	ea	
	1.40	Auditing and testing LPU meters	ea	
	1.50	Change-out/ of Single phase meter due to Faulty / Tampered. (Rural)	ea	
	1.60	Change-out of 2 x Single Phase meter due to Faulty / Tampered. (Rural)	ea	
	1.70	Change-out of 3 x Single Phase meter due to Faulty / Tampered. (Rural)	ea	
	1.80	Change-out of 3 x 5 AMP meters due to Faulty / Tampered and convert to single Polyphase meter (160A). (Rural)	ea	
	1.90	Change-out up to 50kva - Polyphase meter 125amp due to Faulty / Tampered. (Rural)	ea	
	1.10	Change-out of Single Polyphase meter 160 amp due to Faulty / Tampered. (Urban)	ea	
	1.11	Change-out of 3 x Single Phase meters and convert to Polyphase meter due to Faulty / Tampered. (Urban)	ea	
	1.12	Audit and Capture Field Data, Perform meter accuracy test, Observe and Capture Remarks using own Handheld Unit (Urban Rate)	ea	
	1.13	Change-out/ of Single phase meter due to Faulty / Tampered. (Urban)	ea	
	1.14	Change-out of 2 x Single Phase meter due to Faulty / Tampered. (Urban)	ea	
	1.15	Change-out of 3 x Single Phase meter due to Faulty / Tampered. (Urban)	ea	
	1.16	Change-out of 3 x 5 AMP meters due to Faulty / Tampered and convert to single Polyphase meter (160A). (Urban)	ea	
	1.17	Change-out up to 50kva - Polyphase meter 125amp due to Faulty / Tampered. (Urban)	ea	
	1.18	Change-out of Single Polyphase meter 160 amp due to Faulty / Tampered. (Urban)	ea	
	1.19	Change-out of 3 x Single Phase meters and convert to Polyphase meter due to Faulty / Tampered. (Urban)	ea	
	1.20	Disconnect/Reconnect All Bypassed/Tampered meters (CB & Seal) and Issue Tamper Fine & take 2 photo's (Urban Conv).	ea	
	1.21	Disconnect/Reconnect All Bypassed/Tampered meters (CB & Seal) and Issue Tamper Fine & take 2 photo's (Rural Conv).	ea	
	1.22	Not at home (NAH) Audit	ea	
	1.23	Missing points incentives (LPU/SPU)	ea	
	1.24	Collect & Submit MV Pole numbers with photos If instructed by PM	ea	

2.00	PPU RATES		
2.10	Auditing, testing of meter and Capturing Field Data Using Own Handheld Units (PPU)	ea	
2.20	Replacing All STS Faulty Prepaid Meters with split / Smart meters)	ea	
2.30	Replacing All Non STS, STS Common base Meters with split / Smart meters	ea	
2.40	4 Way Fibre Glass Box for Split Metering	ea	
2.50	Overhead Service Connection (Per House)	ea	
2.60	Capture and Upload of Customers Data New and Existing including GPS Coordinates	ea	
2.70	Remove LV Pole Top Boxes	ea	
2.80	Customer Interface Unit Including sealing of meters	ea	
2.90	Confirm Certificate of Compliance (Abridged) (For 60A customers)	ea	
2.10	Ready-Board Including Sealing of meters	ea	
2.11	Energy Management Units (Meter)	ea	
2.12	Marketing for connections	ea	
2.13	Installation of Data concentrator	ea	
2.14	Disconnect All Bypassed/Tampered/Illegal connection and Issue Tamper Fine (PPU)	ea	
2.15	Seal Meters under the Following conditions: All unsealed meters All replaced Faulty meters	ea	
2.16	Reconnecting If Instructed by Project Manager (PPU Rural/ Urban)	ea	
2.17	Collect & Submit MV Pole numbers with photos If instructed by PM	ea	
2.18	10mm sq Airdac	m	
2.19	Allowance for Health & safety (5% of total labour)		
2.20	Site Establishment	Sum	
2.21	Transport- Rural Recommend Meter Reading Rates	Km	
2.22	Contractor's material		cost plus 5%

In a case where contractors are required to supply material, material rates will be compensated at cost plus 10%, suppliers will be required to submit 3 quotations.

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work	5
C3.1: Employer's service Information	6
1 Description of the service	8
1.1 Executive overview	8
1.2 <i>Employer's</i> requirements for the <i>service</i>	8
1.3 Interpretation and terminology	10
2 Management strategy and start up	11
2.1 The <i>Contractor's</i> plan for the <i>service</i>	11
2.2 Management meetings	11
2.3 <i>Contractor's</i> management, supervision and key people	12
2.4 Provision of bonds and guarantees	12
2.5 Documentation control	Error! Bookmark not defined.
2.6 Invoicing and payment	12
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 <i>service period</i> 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	13
3 Health and safety, the environment and quality assurance	14
3.1 Health and safety risk management	14
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	xxiii
6.1	Drawings issued by the <i>Employer</i>	xxiii

Description of the service

Executive overview

The provision of Meter audits, collection of field data, testing and meter upgrades, change outs and Prepaid Power User (PPU & SPU) Meter Moves, change outs and upgrades for various zones within the LimLanga Cluster (Limpopo & Mpumalanga) on an “as and when” required basis.

Employer’s requirements for the service

Background

The maintenance and operations is responsible to build maintain and repair network equipment. Currently the resources available are inadequate to perform all activities, scheduled and unscheduled maintenance. It is therefore important to have additional resources available to augment the current manpower resources. Skilled service providers will be appointed to ensure that the service carried out of meters audits, meter moves, meter upgrades and changing of magnetic meters with smart meters. Currently there is a contract in place running

Motivation

Currently there are 403 498 customers who are zero buyers of electricity, and they must be audited in Limlanga cluster. Also note that the Zero buyers add on the system daily due to different reason therefore this poses challenges for the business There previous panel contract consisting of thirty contractors (15 Meter Moves and 15 Meter Audits) in various zones within the Limlanga Cluster -Limpopo, on an “as and when” required basis which commenced on 26 June 2023 and expired on 26 June 2026. The Expenditure of the Panel is attached.

- Allocation of task orders amongst the contractors within this panel will be delegated to the Limlanga Cluster - Limpopo Task Order Committee to ensure fair, equal and transparent allocation of work to service providers on the panel contracts.

The benefits of implementation of this strategy will result in the following:

- To enhance revenue collection
- To ensure that customers are billed correctly
- Prevent electricity theft
- Reduced overtime on the current resources
- It will assist with reduction of accident and incident that may occur due to fatigue.
- It improves the energy sales
- It will improve customers relations
- Improves the health of the network
- Improves the availability of supply

C3.1 Works Information

Description of the works – Scope

The scope of work / specification for the procurement of Meter audits, collection of field data, testing and meter upgrades, change outs and Prepaid Power User (PPU & SPU) Meter Moves, change outs and upgrades for various zones within the Limlanga Cluster (Limpopo & Mpumalanga) on an “as and when” required basis.

In general, the scope of work covered by this contract includes:

All work shall be performed in accordance with the relevant Eskom and OEM (Original equipment manufacturer) Standards/Procedures/Task Manuals pertaining to the tasks to be performed and scope of work of the contract.

Auditing and testing SPU & PPU meters

- . Audit meter by performing meter trip test, seal all meters that has passed trip test if found not sealed and capture field data using own handheld Units (HHU) for a 1Ø & 3Ø supply point
- . Disconnect supply point if meter found bypassed / tampered or illegally connected and issue tamper fee for 1Ø & 3Ø supply point using Remedial Fee forms and take 2 photos clearly indicating the form of bypassed / tampered or illegally connected meter.
- In cases where the auditor suspects ghost units are being purchased, then the auditor must take clear photos of the meter number, units and installation pole number and report to Eskom to do further investigation. The photograph must be submitted to the relevant ESKOM'S office within the agreed timeline schedule.
- Note: ESKOM will not pay for the activity until all the documentation and photos are submitted.
- The photograph must have time and date stamp (Watermark). No photographs will be accepted without a time and date stamp NB: This time and date stamp must not be imprinted on any photo in the form of digital editing (Photoshop) and stationery or rubber stamp.
- Perform meter change-out for a Faulty Single phase or Poly phase meter
- Coding of an STS meter to the new Supply Group Code
- Capture metering and customer data for all points not on Eskom's systems
- Where a magnetic meter is found at an Eskom customer installation the meter must be replaced with Eskom specified meter e.g. Smart meter

ACTIVITY 1.2 - CONVENTIONAL (SPU) METERS

Data collected in premises with faulty meter points that could not be tested using meter verifier or due to no supply must be specified in the report as to being unable to perform the test due to no supply.

If the meter readings are not clearly visible it should be specified in the report to be submitted.

Perform meter change-out for a Faulty Single phase or Polyphase meter.

Audit meter and capture field data, perform meter accuracy test, observe and capture remarks using own handheld Unit (HHU) for a 1Ø phase supply point.

Audit meter and capture field data, perform meter accuracy test, observe and capture remarks using own handheld Unit (HHU) for a 3Ø phase supply point.

Disconnect supply point if meter found bypassed / tampered by removing meter circuit breaker (Main circuit breaker) and its jumper cable for a 1Ø supply and take photos.

Disconnect supply point if meter found bypassed / tampered by removing meter/s circuit breakers and its jumper cables for a 3Ø supply and take photos. Photos to be taken of all installations visited shall be clear and include; complete installation, Pole number, meter number, close-up photo of the components disconnected, tampered or bypassed.

The photograph must be submitted to the relevant ESKOM'S office within the agreed timeline schedule.

Note: ESKOM will not pay for the activity until all the documentation and photos are submitted

The photograph must have time and date stamp (Watermark). No photographs will be accepted without a time and date stamp NB: This time and date stamp must not be imprinted on any photo in the form of digital editing (Photoshop) and stationery or rubber stamp.

2.(PPU) Meter Moves, Change Outs, Upgrades, and new installation

HOUSE CONNECTION

- Overhead Connection
- Underground Connection

Sundry Item

- SHACK POLES (Incl. Excavation)
- 4&5m Wood Shack Pole
- 7mWood Shack Pole
- 9m shack pole (including excavation)
- Extra over for hard holes 4 & 5m
- Extra over for hard holes 7m
- Extra over for hard holes 9m
- Trenching for cable: Soft
- Trenching for cable: Rock
- Pole top box installation
- Store and site office (fixit) 0-200

- 63A Morsdorf Breaker
- Change Faulty meter
- Installation of external ECU box

SPU CONNECTIONS

- Meter box single phase 16KVA installation including cable above ground level
- Meter box three phase 25 to 100kVA installation including cable above ground level
- Poly phase meter box 100kVA installation including cable above ground level
- Lay cables including terminations
- Cables laid in ground 16 x 2
- Cables laid in ground 25 x 4
- Cables laid in ground 35 x 4
- Cables laid in ground 70 x 4
- Excavate in soft and/or Rock material for trench (600mm) incl. backfilling
- Installation of Three- or Single-phase meters
-

It is compulsory that all data will be logged on an electronic device. A separate paper system can be completed by the contractor, but this is not required or acceptable to Eskom. Each authorized person must have an electronic Android device with version 10 or 11 operating system. Eskom will supply each authorized person with a sim card for this electronic device. Eskom will provide training to all the authorized staff on using the App. On completion of each audit or meter replacement the data will be transferred from the device to Eskom. A contractor will get paid according to the number of audits and meter replacements successfully loaded on the Eskom system.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
ECU box	
PPU	Prepaid Power User
SPU	
OEM	Original equipment manufacturer

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	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.

Contractor's management, supervision and key people

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogramme from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

Provision of bonds and guarantees

Not applicable to the contract

Invoicing and payment

Payments:

On completion of each Task Order the Tax Invoice with a copy of the Task Order, Completion Certificate and the Completion certificate attachment must be submitted to the relevant Clerk of Works. Any deviation from the planned work must be adjusted on the Tax Invoice. The COW will inspect the work and sign the certificate and Tax Invoice if satisfied with the standard of work. The COW will make adjustment according to work not yet completed. The COW will have one week to perform this work. The invoice and the Completion Certificate must be submitted to the Project Coordinator for approval. The PC will then perform a spot check and sign the invoice if satisfied. A detailed breakdown of the work not performed must be completed on the Completion certificate attachment. An electronic copy of this report must be submitted to the COW and the Employers Agent via e-mail. No payments will be processed by the Employers agent if he is not in possession of the electronic report.

On approval of the invoice the signed original Tax invoice and Completion certificate must be submitted to the Employers Agent for processing. All enquiries regarding payment must be followed up with the Employers Agent. It is preferred that only one invoice is submitted for each Task Order issued. If the scope of work is such that the work is longer than one month a progress payment may be submitted on the 25th day of each month. The contractor should only include the work for one task order on an invoice.

The Contractor must ensure that his invoice is according to the exact work completed on site. No work may be claimed that has not been completed. If work is claimed which is not complete this will be seen as a fraudulent claim which may lead to termination of the contract.

The Contractor will submit his claim on the assessment day as per the NEC Payment Certificate format attached to this contract with supporting Bill of Quantities. The Contract Number must be clearly visible on the Tax Invoice. The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed by the Employer to the Contractor. On acceptance of the Payment Certificate by the Employer the Contractor submits his invoice as agreed upon with the Employer. Payment will take place as per the Eskom Procurement's Invoice Payment Processes.

Tax Invoices

The contractor must submit the invoice to programme management department within 3 days of the hand over date or acceptance of work done by the Eskom Representative.

The *Contractor* ensures that the requirement in terms of Section 20(4) (C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the *VAT registration number* of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 10(4) (C), is adhered to.

The *Employer* requires adherence by the *Contractor* to this requirement as from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement.

Tax invoices must meet the following requirements where the consideration (VAT inclusive amount) exceeds R3 000:

1. The words "**TAX INVOICE**" in a prominent place (preferably at the top of the page).
2. **Name, address** and **VAT registration number** of the **supplier**.
3. **Name, address** and **VAT registration number** of the **recipient**. *

Please note: Eskom's name has to be reflected as ESKOM HOLDINGS SOC LIMITED on all tax invoices and Eskom's VAT number is 4740101508.

4. An **individual serial number** (tax invoice number) and **date issued**.
5. A **full and proper description** of goods and/or services supplied.

Please note: Merely referring to a contract is not sufficient.

6. The **quantity** or **volume** of goods or services supplied.*
7. Where the supply is subject to VAT at the standard rate, the following in Rand:

- The value, VAT amount and consideration OR
- The total consideration with a statement that VAT is included @15% OR
- The total consideration and the amount of VAT charged.

Rates

Only Eskom approved are applicable.

Weekly reports

Contractor will submit a weekly report indicating the project status.

- The Start and Completion date must be agreed upon prior to signing the Task Order. Late completion may result in penalty clause being applied as per contract document.

Original tax invoices must be submitted to the Programme Management Department containing all the relevant mentioned above.

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.

Health and safety, the environment and quality assurance

Health and safety risk management

Health and Safety Management

- The Contractor shall comply with:
 - The Occupational Health and Safety Act, 1993, and all regulations made there under as per the standard clause A1, stipulated on page 4 of this contract.
 - The Construction Regulations, 2014
 - The Health and Safety Requirements of the Employer more fully set out in Eskom procedure 32-136 and the SHE specification.
 - All Eskom Safety and Operating Procedures as outlined in the ORHVS (Operating Regulations on High Voltage Systems) and the standards attached to this document.
 - The Contractor acknowledges that he is fully aware of the requirements of all of the above and undertakes to employ people who have been duly authorized in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.
 - The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures
 - The Contractor shall ensure that a team member of the Contractor is authorized as a Responsible Person in terms of the ORHVS. This includes the completion of all the pre-authorization training required for ORHVS Responsible Person (at the Contractor's expense) as detailed in standard 34-146. The Responsible Person shall supervise the works at all times and be available to take permits where necessary.
 - The Contractor shall ensure that the Responsible person completes a training logbook (as per standard 34-146) and arrange with the appropriate Eskom representative for evaluation of the authorized person prior to the Construction start date. This needs to be arranged by the Contractor.
 - The Contractor shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall:
 - Supply the Eskom Safety Officer with copies of minutes of all Health and Safety Committee meetings (if relevant), on a monthly basis.
 - Supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto – to be handed over to the Employer prior to construction start.
 - Eskom may, at any stage during the currency of this agreement, be entitled to;
 - do safety audits at the Contractor's premises, its work-places and on its employees;
 - refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act
 - issue the Contractor with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to in 1 above by the Contractor or any of its employees, sub-contractors or agents.
 - No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the Contractor to claim any additional costs incurred in complying therewith from Eskom.
 - An authorized Eskom representative will be on site for regular site visits to monitor the Contractor's implementation of health, safety and quality Standards.
 - The Contractor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above which includes but is not restricted to ORHVS training courses, etc.
 - The Contractor shall adhere to the Standard on Working Clearances at MV Structures with pole-mounted auxiliary equipment as attached to this contract.
 - The Contractor shall comply with all the requirements of the CONSTRUCTION REGULATIONS.
- Please Note: (Before carrying out work, Contractor to notify the provincial director in writing of the construction work in line with requirements Construction Regulations)

- It is an Eskom requirement that the Contractor shall use a Fall Arrest System (FAS) as defined in the Construction Regulations whenever a risk of falling exists. The Contractor shall adhere to the applicable standards and procedures attached to this contract.

Typically, the following identified risks could endanger the work as done by the Contractor. The Contractor should identify mitigation actions for these risks, as well as identify any additional risks and submit at contract:

Typical Risk	Yes/No
Live underground cables	
Work in live chambers/restricted areas	
Live overhead conductors/crossings	
Close proximity work to live equipment	
Work in elevated positions/on ladders/from crane buckets	
Operating of cranes/vehicle mounted	
Static electricity/induction , step potential etc	
Work with chainsaws/mechanical cutters	
Materials handling/ heavy equipment handling	
Conductor stringing and tensioning	
Vehicle risks	
Work in open trenches/excavations	
Biological/Health risks (camps)	
Weather related risks (UV, heat, cold)	
Environmental risks	
Ergonomic risks (body position, fatigue)	
Work on/dismantling of rusted & rotten poles and structures	
Fire risks	
Public safety risks	

Health and Safety Plan

I/Wewill prepare and submit Health and Safety Plan to Project Co-ordinator before the commencement of each Task and Resource Capacity Schedule, including following details:-

1. Authorised Persons for High Voltage Authorisation and LV Switching providing the ID Numbers of the authorised person/s with the permit/ certification date or number and the date of expiry.
2. Safety Representatives and First Aiders names, providing their ID Numbers and details of certification.
3. Serial numbers, calibration certificates and expiry dates of the tested tools and equipment.
4. Make, model and registration number of vehicles to be used.

Project health and safety file shall be developed in line with the requirements of the SHE specification and shall be submitted for evaluation and approval by the client safety department.

Construction Safety

- The Contractor shall be responsible for ensuring that all equipment supplied and used and all work carried out under this contract shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and regulations remaining in force, as may be amended from time to time.
- In addition, the Contractor shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building, Construction, Electricity Regulations and Eskom Distribution Standards.
- The Contractor shall accept full responsibility for the means, methods, sequence or procedures of construction for safety precautions or programmes incident to the work of the contractor.
- The Contractor is required to submit a working methodology statement with regards to the Safety Standards while working within hazardous areas such as live substations or in close proximity of energized apparatus.
- The Contractor shall indemnify the employer and the Engineer against responsibility for safety on the site of the works.

- The Contractor shall enter into an agreement to complete the work required for the construction of the works in accordance with the provisions of all pertinent legislation and in particular with the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and the regulations promulgated there under.
- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 8 of 1993) and Construction Regulations Document which is available publicly.
- The safety of the Contractors personnel and employees acquire precedence over the construction works.
- Contractor to assess and make provision for security services to protect the demolished material should the need arise

Life saving Rules (Refer to the attached document)

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any life saving rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team will be punished together. There are five life saving rules that may not be broken by the Team Leader and his/her team.

The five Eskom Life saving Rules are as follows:

Rule 1:*Open, isolated, tests, earth, and bond and/or insulate before touch*

Rule 2:*Hook up at height*

Rule 3:*Buckle Up*

Rule 4*Be Sober*

Rule 5:*Ensure that you have a permit to work*

ACCEPTANCE NOTE

I/WE _____ HEREBY ACCEPT THE ABOVE TERM FOR BREACHING OF LIVE
SAFETY RULES.

SIGNED BY: _____ DATE: ____ / ____ / ____

Compensation for Occupational Injury and Diseases Act

- The Contractor shall submit with his contract proof of adherence to the above act.

General Environmental Management Requirements

- The Contractor shall receive an Environmental Management Plan – EMPr (normally as part of the DESD) and must adhere to all its requirements.
- Contractor to provide toilet facilities, water and electricity.
- All environmental legal Liabilities and claims arising from the negligent activities of the Contractor shall be for the Contractors expense.
- The Contractor shall have an understanding of Eskom's basic environmental principles and commitments (covered during Eskom Environmental Law Course)

Vegetation Management:

The supplier shall ensure:

- That all indigenous and protected trees (in terms of national and provincial legislation) are not cut, trimmed or disturbed without a permit obtained from the relevant authorities (acquired from Eskom Environmental Management Section).
- That permits be available on site where such trees are cut.
- That the owner is consulted, and his/her consent being obtained, prior to the cutting of any trees.

Waste Disposal

The supplier shall ensure that:

- Waste is disposed of on a permitted / legal waste site, for the applicable waste type, in terms of the Environment Conservation Act, 73 of 1989 and the National Environmental Waste Management Act (Act 59 of 2008).
- Disposal certificate (waste manifest) for all waste disposed of i.e. general, hazardous and toilets waste is obtained and proof is kept onsite.
- Where appropriate, waste is recycled or re-used.

General

- Except for site management and specialised labour such as operators for plant and equipment, the Contractor is encouraged to use "local" labour on a temporary basis for all manual tasks.
- The Contractor will attend all site meetings as arranged by the Employer
- All Construction work shall be carried out in accordance with all the statutory requirements applicable to the area, Eskom's specifications, standards and regulations
- The Contractor will be given access to the proposed site and the Contractor must comply with Eskom's national, Provincial and local environmental policies and laws.
- The onus is on the Contractor to obtain the latest revision of standards applicable.
- The Employer reserves the right to alter the scope of the works and programme.
- The Employer reserves the right to remove certain sections from the detailed scope of works as described in this contract

Emergency work

The supplier shall ensure:

- That all environmental risks associated with the activity be assessed and documented prior to the execution of the activity.
- Identified environmental risks must be avoided and where it cannot be avoided, be remediated to the satisfaction of Eskom, the landowner, or any relevant Government authority.
- That all environmental incidents and complaints are reported to the project manager within 24 hours.

Weather Data

No weather data are included in this specifications and the contractor is referred to the Weather Bureau, Department of transport, Private Bag X097, Pretoria 0001.

The contract places the responsibility on the contractor to foresee inclement weather. The contractor shall take into account large variations in the weather patterns. No extension of time will be granted for delays arising out of normal weather conditions

Where the abnormal, unfavourable weather conditions are experienced, an extension of the contract period may be considered by the Employer, as stated in the conditions of contract. No claim for additional Preliminary and General or escalation of the contract price for the extended period will be granted.

Title to site materials

The Contractor ensures that during the period of procurement and installation, all materials and part of the plant are suitably stored on site in such a manner as to prevent damage by weather, fire, manhandling, corrosion, theft and any other peril. The cost of providing necessary protection, storing, handling and security is borne by the Contractor for the duration of this contract. The Contractor returns all un-used spares to the Employer store where applicable.

Meetings

Regular meetings to be held such as safety and planning meetings, early warning and compensation event meetings every week

Use of standard forms

Contracting parties must use NEC3 standard forms available in the Eskom Intranet for the administration of the contract

Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. A site diary will be required.

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

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

.The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria

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

BBBEE and preferencing scheme

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

Facilities to be provided by the Contractor

N/A

Title to material from excavation and demolition

N/A

Designs by the Contractor

N/A

Expanded Public Works Programme (EPWP)

Requirements of the EPWP

EPWP report must be completed for all staff working on electrification (households, schools and clinics), sub-transmission, minor reticulation and refurbishment projects. If no permanent or temporary people are employed; a zero figured report must be submitted.

Reporting on EPWP

The minor reticulation projects will require the contractors to submit this report along with each invoice submitted for payment.

EPWP Audits

Audits will be performed by DME on an ad hoc basis after the completion of a project. The clerk of works (cow) to verify that the data reported as per annexure A is in line with the safety register signed and this will be done on a spot check basis only. The contractor will be accountable for the information reported on.

Requirements for the programme

If required the program will be submitted on or as part of “works order” Contractors will be requested to quote within 24 hours. The Contractor must visit the site, verify the designs and Eskom BOM and if the project can be executed. Failure to do so will result in project being withdrawn from the Contractor.

- The program for the work must be submitted to the Employers Representative for acceptance two weeks before the commencement of the project. Any variance to the contract should be communicated to the Employer Representative before commencing with the task.
- The required program submitted for acceptance should include the following data:
 - The starting date
 - Possession dates
 - The completion date
 - For each operation, a method statement which identifies the services and other resources which the

Contractor plan to use

- The key dates for the Employer to provide “services and other resources
- The Contractor must submit a project specific risk assessment with each quote.

Completion

The works are to be completed in according to specifications in all respects and ready for take – over by the Employer

Services and other things provided by the Employer

Item	Date by which it will be provided
1. Eskom supply materials are to be collected from the Eskom Stores. The rest of the material, labour, transport and equipments etc. will be supplied by the Contractor.	As per Task Order
2. The Contractor will be supplied with all the relevant information regarding each individual Task Order.	As per Task Order

Supplier Development & Localisation (SD&L) compliance

- Contractors who subcontract more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the contractor qualifies for, must not be awarded points claimed for BBBEE status, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- Contractors are not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher BBBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- A valid letter from the local authority if the contractor is based outside municipal boundaries

Skills Development

Not applicable.

Job Creation

- Contractors should indicate the number of jobs to be created and / or retained as a direct result of this contract. This is not an evaluation criterion.

Number of jobs to be created as a result of this contract	
Number of jobs to be retained as a result of this contract	

Environmental Requirements

Guidelines of Compiling an Environmental Policy

Environmental policy

The environmental policy is the driver for implementing and improving the organization's environmental management system so that it can maintain and potentially improve its environmental performance. The policy should therefore reflect the commitment of top management to comply with applicable laws and to demonstrate continual improvement. The policy forms the basis upon which the organization sets its objectives and targets. The policy should be sufficiently clear to be capable of being understood by internal and external interested parties and should be periodically reviewed and revised to reflect changing conditions and information.

Top management shall define the organization's environmental policy and ensure that it:

Top management includes people on site, at head office, or any member of a controlling group designated to be management of the organization.

A site or an operating unit does not need to document its formal adoption of a corporate environmental policy if the corporate policy, as defined by its scope, applies to the site or operating unit. In addition, the corporate policy will need to be adequately specific to the site or operating unit.

If the site or corporate policy is modified to suit the site or operating unit, then these changes must be documented.

4.2a) is appropriate to the nature, scale and environmental impacts of its activities, products or services;

for example, an organization involved in activities with a high environmental risk (for example, scheduled processes) would be expected to provide more specific undertakings in its environmental policy than an organization involved in low risk activities. The environmental policy should also address the different types of environmental impacts of the organization's activities, products or services.

This does not imply that all environmental impacts be addressed in the policy but that the framework of the policy covers all significant impacts (see 4.2 d).

4.2b) includes a commitment to continual improvement and prevention of pollution;

The words "continual improvement" and "pollution prevention" do not need to be explicitly mentioned as long as similar words are used or there are clear statements in the policy that directly address pollution reduction (for example, waste minimization, source reduction and cleaner technologies) and continual improvement. Pollution prevention is more than just pollution control and requires preventive measures, instead of only control.

4.2c) includes a commitment to comply with relevant environmental legislation and regulations,

Compliance with all relevant legislated and other requirements (National, provincial and local) is a minimum requirement for certification.

Exceptions to this are where:

- a) *The authorities have been informed of the non-compliance in writing;*
- b) *A corrective action programme is in place;*
- c) *Evidence is available that the authorities have accepted the corrective action programme;*
- d) *Evidence is available that the corrective action programme is being implemented.*

Where a permit for a process of the organization has expired and the organization can provide evidence of due diligence, for example, records of telephone calls, faxes to the regulator or minutes of meetings with the regulator showing that they are in the process of applying for new permits.

The word comply does not need to be explicitly mentioned in the environmental policy, as long as there are similar words (for example, adhere to, in accordance with) clearly communicating commitment to compliance with legislation and regulations.

4.2c) and with other requirements to which the organization subscribes;

The "other requirements" may include:

- a) Industry initiatives, non-regulatory guidelines or codes of practice such as Responsible Care or more general environmental initiatives such as the business Charter for Sustainable Development to the extent that the organization has formally adopted them;
- b) Agreements with public authorities;
- c) Formal management systems such as SABS ISO 9001/2, NOSA and ISRS; and
- d) Corporate or Head office requirements.

If an organization subscribes to other requirements (as in 4.2(c) a) and b) above in their environmental policy then:

- 1) The certification body will verify compliance with these requirements;
- 2) Compliance with those requirements will not be included in the scope of the certificate; and

3) Non-compliance with these requirements could provide grounds for not granting certification. If an organization subscribes to other requirements (as in 4.2(c)) c) above then the certification body will only verify compliance with the SABS ISO 14001 requirements and not to those other formal management systems. (An exception to this is where the organization requests a combined SABS ISO 14001 and SABS ISO 9000 certification assessment/audit).

4.2d) provides the framework for setting and reviewing environmental objectives and targets;

The policy should be sufficiently detailed to provide a yardstick against which the organization's environmental performance can be evaluated.

The policy wording must be specific enough so that specific objectives and targets can be formulated from it by the organization in order to implement the policy.

4.2e) is documented, implemented and maintained ...

The policy can be documented in any form (i.e. paper or electronic).

All the requirements of SABS ISO 14001 shall be addressed and an organization cannot elect to omit any of these requirements from its environmental management system.

Policies tend to set long-term goals.

The policy should be periodically reviewed and revised in response to new information and changing circumstances.

The policy must be reviewed periodically – at least annually.

It is not expected that the policy be reissued annually. A well-developed policy can effectively drive the organization's environmental management system for several years.

4.2f) ... and communicated to all employees;

Communication involves both the transmission and the understanding of the policy.

Communication mechanisms can include posting the policy in common areas, distributing it by memo, and reviewing it at staff or "toolbox talks" meetings.

A person's level of knowledge of the policy should be proportional to his/her level of responsibility in the environmental management system i.e. senior staff responsible for ensuring implementation need a greater knowledge of the policy than personnel at shop-floor level. In the South African context, unskilled, illiterate workers cannot be expected to have in-depth knowledge of the contents of the environmental policy, however all employees are expected to have an idea of the concepts of the environment, why it is important to protect the environment, and of their role in achieving this (see also 4.4.2).

4.2g) Is available to the public

The policy must be available to any interested party on request.

The words "is available" do not necessarily mean that the organization has to pro-actively distribute the policy to the public. The organization should however make the public aware of the fact that the policy is available.

A mechanism should be in place to have the policy available to the public.

4.2.1 Key component of the policy

The policy provides an environmental purpose and set of values for the organization to follow.

The policy should:

- a) Be relevant and straightforward;
- b) Relay that protection of the environment is a top priority of the organization;
- c) Show commitment to continued improvement of environmental performance and compliance with the laws and regulations;
- d) Clearly specify which organizational activities are covered by the statement;
- e) Be a natural jumping-off point for setting environmental objectives and targets;
- f) Provide a framework for assessing progress made with the targets and objectives that are oriented towards minimizing environmental impacts.

4.2.2 Communication, promotion and support of policy

The policy statement will be totally ineffective if the commitment it contains is not communicated, made available, promoted and supported by all. It is important to note that the policy:

- a) Should be available to all employees in the organization;
- b) Should be communicated repeatedly after a period of time as a reminder;
- c) Should be made available to the public;
- d) Should be promptly provided whenever a copy is required;

e) Should be signed by top management to show commitment and support.

Repeated exposure is the key to communicating the policy effectively thus it can be posted, communicated through news letters or sent to desktop personal computers.

C4: Site Information

C4.1: Information about the *site* at time of inspection which may affect the work in this contract

1. Access limitations

As per Task Order

2. Ground conditions in areas affected by work in this contract

As per Task Order

3. Hidden and other services within the *site*

As per Task Order

4. Details of existing buildings / facilities which *Contractor* is required to work on

The site is within the servitude of the line or substation as described in the task order.

List of drawings

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