NEC3 Term Service Contract (TSC3)

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

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

for **The establishment of an enabling agreement for the provision of SPU Meter reading services for the various areas in KZN Operating Unit, in Central East Cluster for Distribution Division (on an as and when required basis) for a period of thirty-six (36) months.**

Contents:

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Enquiry No. **E3628DXKZNOU**

PART C1: AGREEMENTS & CONTRACT DATA

Contents: **No of pages**

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C1.2a Contract Data provided by the *Employer*

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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 establishment of an enabling agreement for the provision of SPU meter reading services for the various areas in KZN Operating Unit, in Central East Cluster for Distribution Division (on an as and when required basis) for a period of thirty-six (36) months.

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**
	Value Added Tax @ 15% is	**Rates Based**
	The offered total of the amount due inclusive of VAT is[1]	**Rates Based**

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) ROY NAIDOO .....

Capacity ACTING SENIOR MANAGER CUSTOMER SERVICES .....

for the Employer ESKOM HOLDINGS SOC LIMITED

.....

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	**N/A**	**N/A**
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:	**For the Employer**
Signature		
Name		ROY NAIDOO
Capacity		ACTING SENIOR MANAGER CUSTOMER SERVICES
On behalf of		ESKOM HOLDINGS SOC LIMITED
Name & signature of witness		
Date		

C1.2a TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[2] (TSC3)	
10.1	The *Employer* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
10.1	The *Service Manager* is (name):	**Siphelele Hlatshwayo**
	Address	**25 Valley View Road, New Germany 3610**
	Tel	**031 710 5456**
	e-mail	**HlatshSh@eskom.co.za**

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

11.2(13)	The *service* is	**The establishment of an enabling agreement for the provision of SPU meter reading services for the various areas in KZN Operating Unit, in Central East Cluster for Distribution Division (on an as and when required basis) for a period of thirty-six (36) months.**
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 *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**1 week**
2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
21.1	The *Contractor* submits a first plan for acceptance within	**2 weeks prior to the starting date of the Contract**
3	**Time**	
30.1	The *starting date* is.	**15 June 2027**
30.1	The *service period* 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 *assessment interval* is	**From the 26th day of each month to the 25th day of the next month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**Fourteen (14) days after the receipt of a valid TAX invoice for EME & QSE companies Thirty (30) days after the receipt of a valid TAX invoice for LME companies**
51.4	The *interest rate* 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 *Employer*'s risks	**To be advised on Purchase Order issue if applicable**
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 *Contractor* 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 *Adjudicator*	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
W1.2(3)	The *Adjudicator nominating body* 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 *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* 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	**Kwazulu Natal South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee 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 *base date* for indices is	**The rates can be adjusted using CPI after the anniversary of the contract, upon application from the *Contractor* and approval by the *Employer*.**
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.**
X17	**Low service damages**	
X17.1	The *service level table* is in	**The Service Information C3.1 – 2.14**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**the amount of the deductibles at the contract date**
X18.3	The *Contractor*'s 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 *Employer*'s insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles at contract date**
X18.4	The *Contractor*'s total liability to the *Employer*, 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 *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **loss of or damage to property (other than**

		the *Employer*'s property, Plant and Materials), • **death of or injury to a person and** • **infringement of an intellectual property right.**
X18.5	The *end of liability date* is	**30 days**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**1 week of receiving the Task Order**
Z	**The *additional conditions of contract* are**	**Z1 to Z11 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.

C1.2b 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 *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *direct fee percentage* is	**%**
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the *Contractor*'s plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in .
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	
11.2(19)	The tendered total of the Prices is	**R**

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The *price list*	

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 *price list* 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 *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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*

AREA 1 – MARGATE AND PIETERMARITZBURG

Item nr	Description	Unit	Rate
1	SPU Meter Reading (Urban)	Each	
2	SPU No Access (Urban)	Each	
3	SPU Meter Reading (Rural)	Each	
4	SPU No access (Rural)	Each	

AREA 2 – MARGATE AND PIETERMARITZBURG

Item nr	Description	Unit	Rate
1	SPU Meter Reading (Urban)	Each	
2	SPU No Access (Urban)	Each	
3	SPU Meter Reading (Rural)	Each	
4	SPU No access (Rural)	Each	

AREA 3 – MARGATE , EMPANGENI AND NEWCASTLE

Item nr	Description	Unit	Rate
1	SPU Meter Reading (Urban)	Each	
2	SPU No Access (Urban)	Each	
3	SPU Meter Reading (Rural)	Each	
4	SPU No access (Rural)	Each	

AREA 4 – PIETERMARITZBURG AND NEWCASTLE

Item nr	Description	Unit	Rate
1	SPU Meter Reading (Urban)	Each	
2	SPU No Access (Urban)	Each	
3	SPU Meter Reading (Rural)	Each	
4	SPU No access (Rural)	Each	

AREA 5 – EMPANGENI AND NEWCASTLE

Item nr	Description	Unit	Rate
1	SPU Meter Reading (Urban)	Each	
2	SPU No Access (Urban)	Each	
3	SPU Meter Reading (Rural)	Each	
4	SPU No access (Rural)	Each	

Part C3: Scope of Work

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the *service*

The establishment of an Enabling agreement for the Provision of SPU Meter Reading Services for the various areas in KZN Operating Unit, in Central East Cluster for Distribution Division (on an as when required basis) for a period of Thirty-Six (36) months.

1.1 Executive overview

The purpose of this contract is to appoint a suitable qualified Contractor for the Provision of Small Power User Meter Reading Services for Eskom in the Various Areas of Kwazulu Natal Operating Unit in both urban and rural areas.

1.2 *Employer*'s requirements for the *service*

SPU ROUTE METER READING SCOPE AND DESCRIPTION OF WORK

1. The Contractor is required to obtain meter readings of all Small Power Users (SPU) Meters for the KwaZulu Natal Operating Unit, as specified on the predetermined route schedule that will be provided to them by Eskom. Each reading is to be accompanied by a photograph of the reading. The reading will not be paid for unless it is accompanied by a photograph. The reading with the photograph will be paid for as one unit. If a photograph of the actual read cannot be supplied then a photograph indicating why it could not be taken is to accompany it (e.g. Meter box could not be opened, a customer took the reading, etc.) The rate for the payment of no accesses will be lower than that of where an actual read is obtained.

2. All Small Power User (SPU) meters will be read on a quarterly basis on predetermined routes generated by Eskom's automated Billing System as amended from time to time. This schedule and or number of customers can be changed by Eskom as new customers are added or removed from the system. The meters can be identified by means of a physical address, installation number as well as a meter identification number or badge number visible on or in the meter kiosk and on the meters.

3. Once appointed the Contractor will have to develop knowledge of the geographical area, the Eskom network, the different reading routes as well as the dates on which these routes should be read. The Contractor will be expected to read and understand Eskom's single line diagrams, route maps, and GPS co-ordinates to find installations where necessary.

4. Note: Eskom pays per customer installation readings i.e. an installation could have one or three meters but payment is only made for the single installation.

5. All SPU meter readings will be captured on Hand Held Data Capture devices (HHU) which will be provided by Eskom.

6. All documentation / equipment / downloads etc. to perform the required meter reading must be collected from the relevant Eskom office.

7. On completion of each route, readings are to be uploaded onto the Route Master System at the relevant Eskom office on the end read date or as stipulated.

8. All instillations on the route including terminated points of delivery within a route must be read and if any movement or tampering is noted this must be reported immediately to the relevant accountable Eskom Official.

9. The routes are classified as either Rural or Urban depending on the geographical area with different rates as agreed in this contract being charged for each of the categories. Urban Routes and Rural Routes will be as defined in the enquiry document and in this agreement.

10. If the Contractor fails to complete a route or to submit readings that are accepted and used by the automated billing system, unless as a direct result of an Eskom act or omission, no payment will be made for the unusable readings.

11. Where access is not gained due to, vicious dogs, bad roads, locked premises etc., payment will be considered if the hand-held unit remarks section is updated with the appropriate comment. A digital photograph is also to be taken and provided to Eskom electronically. Such photographs are to comply with the requirements as specified under the heading "Special Conditions of Contract", Eskom will audit the remarks and photographs for validity. Where Eskom finds that readings could have been taken, the Contractor will not be paid for such readings.

12. If it is found at a later stage that a reading could have been obtained or the meter was in fact accessible or where discrepancies have been identified by Eskom staff, Eskom may deduct an amount from the next invoice payable for the incorrect no accesses paid for previously. The amount deducted will be the number of incorrect no accesses submitted multiplied by the no access rate applicable to the contract at the time of the deduction.

13. The Contractor is to read and validate each meter badge number as required by the route master system whilst on site reading the meters. This may require opening meter boxes in many cases and the Contractor is to ensure that all staff are adequately trained and authorized by Eskom to do so.

14. Timeline schedule:

- The relevant Eskom official is responsible for the co-ordination of the reading dates with the Contractor.
- These dates are determined by the Eskom Billing system billing window.
- The Contractor has 4 days to read the Meter route.
- All readings must be captured directly into the hand-held unit whilst in the field at the respective meter/s.

15. Whatever information is provided to or by Eskom belongs to Eskom and should the Contractor leave Eskom for any reason, information must be returned to Eskom and not to any other third party.

16. The contractor must update / correct the data on the HHU on site in cases where data in the HHU is different from that in the meter box. Any tampering on meters must be recorded on the HHU

17. Eskom reserves the right to change the meter reading cycles from time to time as needed to optimize the reading routes.

18. Eskom will provide magnetic stickers, for vehicle identification, that clearly indicates that the Contractor is an Eskom Contractor.

CONTRACTOR'S RESPONSIBILITIES

- Any incident that may occur between the Contractor and any Eskom customer must be reported immediately to the relevant Eskom delivery controller, or Eskom dispatching official.

- The Contractor is not allowed to sub-contract the work out to a third party/parties.

- The Contractor will report all factors prohibiting the Contractor from carrying out any work in terms of this agreement i.e. bad roads, vicious dogs, access denied, gate locked etc. to Eskom at the time of submitting the route. Where the system provides for such feedback to be captured into the route master hand held units this must be done. Failing to report these factors will result in Eskom not paying for the specific activity and may result in Eskom imposing penalties as set out in this agreement. (see section 6 Penalties and Incentives).

- Other than equipment specifically supplied to the Contractor by Eskom, under no circumstances may the Contractor use Eskom's or the customer's resources (staff, equipment or vehicles etc) to carry out their duties.

- The Contractor will ensure that the Contractor's employees are equipped with suitable vehicles that will allow them to get access to all meters at all times. The only exception to this would be when access conditions are such that a four-by-four vehicle cannot get to within reasonable walking distance of the meter. Under such conditions the Contractor is to provide the required report back and digital photographs as detailed above. The vehicles to be used will be 4X4 vehicles.

- The vehicles will be in road worthy condition at all times and will be in good general condition with no visible damage to the body. The vehicles must at all times reflect and support the image of Eskom. Eskom reserves the right to request that a vehicle be repaired or replaced where the vehicle does not meet the required roadworthy condition or fails to reflect and support Eskom's image. Eskom also reserves the right to request a road worthy certificate from an AA accredited testing authority should Eskom deem the road worthiness of any vehicle to be questionable. Any defects identified in such a test are to be rectified before the vehicle is again deployed in the field. Notwithstanding this, the Contractor remains fully accountable to ensure that all vehicles are completely road worthy at all times.

- All glass in the cab of the vehicles is to be clear and free from any form of tinting.

- A maximum of two people is to occupy any vehicle whilst executing duties in terms of this agreement. The contractor is obligated to ensure that the vehicles required to execute its responsibilities in terms of this agreement are available at all times. In the event of a vehicle becoming unavailable for any reason what so ever the Contractor is to ensure that a replacement vehicle is made available within twenty-four hours of such a vehicle becoming unavailable for use.

- Other than equipment that is specified to be provided by Eskom in this contract, the Contractor will ensure that all staff are properly equipped with any other tools and equipment required to execute the work in accordance with this contract. e.g. digital camera, cell phone (including appropriate air time) Garmin GPS equipment, dog taser/repeller etc.

- While carrying out the duties as agreed to in this agreement the Contractor will report to Eskom any faulty equipment identified on the Eskom network which is damaged, broken and or a safety risk, i.e. low hanging conductor, damaged meter kiosks, etc. This needs to be submitted monthly in a consolidated spreadsheet. Should the fault be a safety hazard (e.g. low hanging conductor) it should be reported immediately.

- On completion of any duties performed as agreed to in this agreement the Contractor will leave all Eskom equipment at the installation in an electrical safe condition and the meter box must be locked with an Eskom lock. Where necessary such locks will be supplied by Eskom.

- The Contractor's employees will attend the relevant Eskom training to be accredited to do meter reading, and to use the Route Master hand held units properly., All staff must be fully accredited and authorized to do the work before being allowed to do field work. All costs for the training course, the transport to and from the training as well as any accommodation costs will be for the Contractor's account.

- The Contractor shall ensure that all equipment supplied by Eskom is protected and properly treated and used to prevent damage. Where equipment is damaged or lost due to the Contractor's lack of due diligence the Contractor will be responsible for the cost of repair or replacement of such equipment.

- All access to rural properties will be done as described in the Eskom procedure - "Access to Farms". A copy of this procedure will be provided by Eskom on request and must be adhered to at all times.

- The Contractor shall at all times treat the Eskom customers and other landowners with due respect and courtesy and shall adhere to all landowners' requirements in respect of access and closing of gates etc.

- Contractors' staff will at all times be smartly dressed in appropriate PPE clothing suggested by Eskom. The shirts/reflective vests that they wear will be branded with the Contractor's name so as for them to be identifiable.

- Where Eskom deems that any member of the Contractor's staff is not conforming to an acceptable dress standard as described above or where a member of the Contractors' staff is contravening any other condition contained in this agreement, Eskom reserves the right to withdraw the authorization of any such staff member to execute the work. Such staff members will not be permitted to carry out work in terms of this agreement until such time as the issue has been addressed to the satisfaction of Eskom and until such time as that person has again been authorized to carry out the work. Any such withdrawal of authorization does not absolve the Contractor of any obligation to perform and to provide the services that form part of this agreement.

- The Contractor shall report anything that the Contractor experiences or encounters that could affect the Contractor's ability to execute the duties of this contract effectively and efficiently or that could have any impact on Eskom's customers or Eskom's image or which could lead to any form of liability claim against Eskom.

- Should the Contractor not be complying with their responsibilities, nor with conditions of the contract, a notification of default letter or a letter of termination may be issued to the Contractor.

Prior to a contract being awarded to any Contractor to perform the above tasks for Eskom, a physical site inspection will be conducted at the Contractor's premises to inspect:

- A roadworthy vehicle (Certificate of Roadworthiness to be provided on day of visit)

- Garmin GPS Unit

- Digital camera

- Dog repeller
- Admin office with computer, and telephones
- Admin Support Officer
- All certificates of competence for the various staff who will be performing work such LV regulations, meter reading, first aid etc.
- OHS Act Training Certificate

Any other business-related training certificates such as Financial Management Training, HR Training, etc

TIME LINES

SPU route meter readings

- The Eskom Billing Support Clerk is responsible for the co-ordination of the reading dates with the Contractor.
- The reading dates are determined by the Eskom billing system window. On average the Contractor has 4 days to read the meter round as provided by Eskom.

Ad hoc SPU Route readings

- If for any reason Eskom requires a route to be read on an ad hoc basis then the Contractor can be requested to do an ad hoc reading of the specified route at the agreed prices as defined in this contract
- The Eskom Billing Official is responsible for the co-ordination of such reading dates with the Contractor.
- The reading dates are also determined by the Eskom billing system window. The Contractor has 4 days to read the meter route as provided by Eskom.

PENALTIES

- If the Contractor provides readings late and the readings cannot be used for Eskom automatic billing, then no payment will be made for the entire route.
- In the event of a false reading supplied by the Contractor, Eskom will recover any losses sustained from the Contractor, even if Eskom discovers this false reading at a later stage.
- The Contractor will not be paid for late, incomplete, inaccurate or poor-quality work.
- Where the Contractor is unable to execute work required in terms of this contract for any reason what so ever, Eskom will be entitled to dispatch such work to any other Eskom resources. Eskom will also be entitled to invoice the Contractor, Eskom's actual cost for any work so done, less the rate for the specific activity as defined in this contract. The Contractor further agrees that Eskom can offset any such amounts against the Contractors invoice
- If readings are incomplete and the Eskom Billing Official does not receive valid feedback on the missing readings from the Contractor, substantiated with digital photographs as specified in the

paragraph Special Conditions of Contract when submitting the readings as detailed in the description of the work, then a penalty will be deducted from the payment of invoiced price for the entire route. The penalty will be the actual percentage of the route that was not read excluding the missing readings that were justified with valid feedback in terms of the conditions contained in the contract.

- Notwithstanding the above or anything to the contrary in this contract, if at any stage during the contract period, it becomes evident that the Contractor is not performing in terms of the requirement of this contract, then Eskom can give due notice in terms of the provisions contained in the contract and terminate the contract accordingly. Similarly, if it is found that the Contractor is submitting fraudulent reads or information, then a Notification of default letter may be issued and/or the contract may be terminated.

OTHER REQUIREMENTS

- The Contractor tendering for the contract needs to submit a detailed business plan so that Eskom is able to determine whether the Contractor is capable of delivering a quality, timeous and sustainable service. Focus should be on timelines.

- The Contractor shall also include a staff structure and an indication of how the staff is deployed within the area.

- (NB Accountability still rests with the Contractor to ensure that all appointed staff are capable and that they become authorized as required by Eskom). Failure of the staff appointed by the Contractor to pass the necessary accreditation tests will not absolve the Contractor of its obligations in term of this agreement.

- The Contractor will give a daily progress report to the Eskom dispatching official. No task will be considered as completed until Eskom has received all the required feedback in the prescribed format. The scheduled timelines will apply.

- The Contractor is expected to provide feedback to Eskom within 3 working days on queries raised. Work reconciliation and invoicing process will be as prescribed by Eskom.

- Under no circumstances may the Contractor give the customer access to the meter box.

<u>Constraints on how the Contractor Provides the Service</u>

SPECIAL CONDITIONS OF CONTRACT

When a Contractor is reading meters as part of regular meter readings, the Contractor is to record the routes followed to get to the meter positions as well as the meter position using Garmin Mapping GPS data standard. This data is to be provided to Eskom after completion of the first readings per route and updated thereafter every six months. The data must also be supplied on request if required during any of the periods defined above. (The file needs to be supplied to Eskom as a Garmin GDB file format or a Garmin Exchange GPX format. The files must include waypoints and tracks). The Garmin GPS equipment is to be provided by the Contractor. Where a Contractor is dispatched to a customer's installation for any other activities the Contractor is to be equipped with the same Garmin GPS equipment to be able to use GPS data provided by Eskom to locate such customer installations. Where a Contractor is dispatched to a site that Eskom does not have the above data for, the Contractor is to capture the track and meter position and provide such data to Eskom in the format specified above.

The Contractor is to ensure that all staff are equipped with suitable digital cameras capable of taking digital photographs that comply with the following. The digital photographs submitted are to be time and date stamped when the photograph is taken and the image is to be less than 1 meg in data size. The meter reading as well as the badge/meter number must be clearly visible in the photograph submitted. The digital photographs submitted to substantiate why a read could not be taken and for extras are to be Geo referenced with the GPS co-ordinates of where the photograph was taken, named and cross referenced to the respective installation as detailed in this agreement.
The naming convention of all digital photographs is to be as follows:- installation number
For example, where a photograph is required for installation mvr299 the photograph number would be: - mvr299/1/2/3
Where the /1/2/3 would be for cases where more than one photograph is taken for a particular installation in a route.
The photographs are to be submitted together with the readings for that particular route electronically in a folder named with the Route name, month, year and route number. For example, the folder for above route would be labelled:-
Merrivale Rural 0810100023.
The folder can be submitted via email or on a CD or on a memory stick. However, the method of submission must be agreed with the relevant Eskom Official
Eskom reserves the right to make any changes to work allocation should the need arise.
"Contractors staff/employee" means any human resource employed by the Contractor to execute any work in terms of this contract whether such resource in employed as an employee of the Contractor or whether the resource is a person or persons employed by the Contractor by means of any contract arrangement.

Meetings

- The Contractor will give a daily progress report to the Eskom dispatching official. No task will be considered as completed until Eskom has received all the required feedback in the prescribed format. The scheduled timelines will apply.

- The Contractor is expected to provide feedback to Eskom within 3 working days on queries raised. Work reconciliation and invoicing process will be as prescribed by Eskom.

- Under no circumstances may the Contractor give the customer access to the meter box or a key unless instructed by Eskom in writing.

- The Contract Owner will be required to attend Performance Meetings as well as other ad hoc meetings should Eskom so require.

THE FOLLOWING AREAS AND ROUTES ARE APPLICABLE :

AREA 1 – MARGATE AND PIETERMARITZBURG

AREA 1			
Cycle	**Route**	**Description**	**Area**
ER04	100082	KOKSTAD RURAL	KOKSTAD
ER05	100089	MARBURG URBAN	MARBURG
ER05	109398	MARBURG URBAN	MARBURG
ER05	109399	MARBURG URBAN	MARBURG
ER05	100090	MARBURG RURAL	MARBURG
ER05	101285	GAMALAKHE URBAN	MARBURG

ER05	100057	MTWALUME RURAL	PARK RYNIE
ER05	100065	MTWALUME URBAN	HIBBERDENE
ER08	100117	MARBURG EXT 11 URB	MARBURG
ER08	100119	MARBURG EXT 13 URB	MARBURG
ER08	100120	MARBURG EXT 14 URB	MARBURG
ER09	100260	RPMB Rosetta Rural	NOTTINGHAM ROAD
ER09	100265	RPMB Rosetta Urban	NOTTINGHAM ROAD
ER09	104061	RPMB SPU IMBALI AREA 3	EDENDALE IMBALI
ER09	104062	RPMB SPU IMBALI AREA 4	EDENDALE IMBALI
ER13	100085	IZINGOLWENI URBAN	MARBURG
ER13	100086	PADDOCK URBAN	MARBURG
ER13	100118	MERLEWOOD	MARBURG
ER13	100093	PLAINS RURAL	MARBURG
ER13	104935	PLAINS RURAL	MARBURG
ER13	109865	PLAINS RURAL	MARBURG
ER13	100241	RPMB BalgowanR BoschHoek SPU16	NOTTINGHAM ROAD
ER13	104068	RPMB SPU IMBALI AREA 1	EDENDALE IMBALI
ER16	104051	RPMB SPU IMBALI AREA UNIT 13	EDENDALE IMBALI
ER16	104053	RPMB SPU IMBALI AREA UNIT 13	EDENDALE IMBALI
ER18	100105	WINDSOR ON SEA	MARBURG
ER18	100099	SHELLY BEACH	MARBURG
ER18	105038	SHELLY BEACH	MARBURG
ER18	104042	RPMB SPU AREA ASHDOWN	EDENDALE IMBALI
ER18	104055	RPMB SPU IMBALI UNIT Q	EDENDALE IMBALI
ER18	104058	RPMB SPU IMBALI UNIT T	EDENDALE IMBALI
ER19	104046	RPMB SPU AREA EDENDALE	EDENDALE
ER19	110068	RPMB SPU AREA EDENDALE	EDENDALE
ER19	100034	CEDARVILLE URBAN	KOKSTAD
ER19	100035	CEDARVILLE RURAL	KOKSTAD
ER04	100084	HARDING RURAL	HARDING
ER04	100083	WEZA RURAL	HARDING
ER04	100108	MARINA BEACH URBAN	MARINA BEACH
ER04	100102	TRAFALGAR URBAN	MARINA BEACH
ER04	100103	TRAFALGAR RURAL	MARINA BEACH
ER04	100094	PALM BEACH URBAN	MARINA BEACH
ER05	100121	MTWALUME SOUTH R	HIBBERDENE
ER06	100092	MUNSTER URBAN	MARINA BEACH
ER06	109404	MUNSTER URBAN	MARINA BEACH
ER06	109405	MUNSTER URBAN	MARINA BEACH
ER06	109406	PORT EDWARD URBAN	MARINA BEACH
ER06	109407	PORT EDWARD URBAN	MARINA BEACH
ER06	109408	PORT EDWARD URBAN	MARINA BEACH
ER06	100096	PORT EDWARD RURAL	MARINA BEACH
ER09	100264	Nottingham Road Rural	Nott Road
ER09	110018	Nottingham Road Urban	Nott Road

ER09	104059	Imbali Area 1	Imbali
ER13	104072	Imbali Area 5	Imbali
ER16	104073	Imbali Unit 3/ Unit CC	Imbali
ER16	104074	Imbali Unit 3/ Unit CC	Imbali
ER18	104066	Imbali Unit BB	Imbali
ER03	100113	UVONGO URBAN	MARBURG
ER03	105022	UVONGO URBAN	MARBURG
ER03	105023	UVONGO URBAN	MARBURG
ER03	105024	UVONGO URBAN	MARBURG
ER03	105025	UVONGO URBAN	MARBURG
ER03	105026	UVONGO URBAN	MARBURG
ER03	105027	UVONGO URBAN	MARBURG
ER06	100114	UVONGO RURAL	MARBURG
ER08	100106	MARGATE URBAN	MARINA BEACH
ER08	105032	MARGATE URBAN	MARINA BEACH
ER08	105033	MARGATE URBAN	MARINA BEACH
ER08	105034	MARGATE URBAN	MARINA BEACH
ER08	105035	MARGATE URBAN	MARINA BEACH
ER08	105036	MARGATE URBAN	MARINA BEACH
ER08	105041	MARGATE URBAN	MARINA BEACH
ER08	100107	MARGATE RURAL	MARINA BEACH
ER09	100250	RPMB Impendle 6810 SPU10	NOTTINGHAM ROAD
ER09	100251	RPMB Lidgetton Caversham SPU10	NOTTINGHAM ROAD
ER09	100256	RPMB Mooi River R 6818 SPU10	NOTTINGHAM ROAD
ER09	104063	RPMB SPU IMBALI AREA 6	IMBALI
ER09	104064	RPMB SPU IMBALI AREA 7	IMBALI
ER13	104069	RPMB SPU IMBALI AREA 2	IMBALI
ER13	104070	RPMB SPU IMBALI AREA 3	IMBALI
ER14	100244	RPMB Dargle R 6805 SPU16	NOTTINGHAM ROAD
ER16	104050	RPMB SPU IMBALI AREA UNIT 13	IMBALI
ER16	104054	RPMB SPU IMBALI AREA UNIT 13	IMBALI
ER18	100036	FRANKLIN RURAL	KOKSTAD
ER18	106818	RAMSGATE URBAN	MARINA BEACH
ER18	106819	RAMSGATE URBAN	MARINA BEACH
ER18	106820	RAMSGATE URBAN	MARINA BEACH
ER18	106821	RAMSGATE URBAN	MARINA BEACH
ER18	106822	RAMSGATE URBAN	MARINA BEACH
ER18	106823	RAMSGATE URBAN	MARINA BEACH
ER18	106824	RAMSGATE URBAN	MARINA BEACH
ER18	100110	RAMSGATE RURAL	MARINA BEACH

AREA 2 – MARGATE AND PIETERMARITZBURG

Area 2			
Cycle	**Route**	**Description**	**Area**
ER04	100067	BAZELY BEACH	PARK RYNIE
ER04	100069	ELYSIUM	PARK RYNIE
ER04	100068	IFAFA BEACH	PARK RYNIE
ER09	100063	UMZINTO	PARK RYNIE
ER14	100070	RENISHAW RURAL	PARK RYNIE
ER14	100055	RENISHAW URBAN	PARK RYNIE
ER15	100059	FREELAND PARK	PARK RYNIE
ER15	100064	UMZINTO RURAL	PARK RYNIE
ER15	100066	UMZINTO HEIGHTS	PARK RYNIE
ER18	100056	SEZELA URBAN	PARK RYNIE
ER18	100060	SCOTTBURGH SOUTH	PARK RYNIE
ER08	100222	RPMB SevenOaks R 6501 SPU08	GREYTOWN
ER14	100221	RPMB Muden Keates Tugela SPU18	GREYTOWN
ER18	100219	RPMB KRANSKOP R 6403 SPU18	GREYTOWN
ER08	100243	RPMB Cedara R 6804 SPU08	HOWICK
ER08	105003	RPMB Merrivale U 6816 SPU08	HOWICK
ER13	100248	RPMB Howick R 6808 SPU15	HOWICK
ER14	100266	RPMB Karkloof R 6829 SPU18	HOWICK
ER04	100172	RPMB Ixopo R 6204 SPU04	IXOPO
ER08	100176	RPMB Creighton R U SPU08	IXOPO
ER08	100154	RPMB Umzimkulu U 6001 SPU08	IXOPO
ER04	100190	RPMB Cliffdale R 6307 SPU04	CATO RIDGE
ER05	100191	RPMB CatoRidge R 6308 SPU05	CATO RIDGE
ER11	100192	RPMB Drummond R U SPU13	CATO RIDGE
ER11	100197	RPMB Hammarsdale R 6314 SPU13	CATO RIDGE
ER13	100198	RPMB Hawkestone R 6315 SPU16	CATO RIDGE
ER13	100199	RPMB Inchanga R U SPU16	CATO RIDGE
ER14	100202	RPMB Monteseel 6319 SPU17	CATO RIDGE
ER10	100075	UMKOMAAS URBAN	PARK RYNIE
ER09	100076	UMKOMAAS URBAN	PARK RYNIE
ER13	100049	BRAEMAR RURAL	PARK RYNIE
ER13	100050	CEDAR RURAL	PARK RYNIE
ER13	100058	ESPERANZA RURAL	PARK RYNIE
ER18	100074	UMKOMAAS RURAL	PARK RYNIE
ER18	109557	WILLOWGLEN URBAN	PARK RYNIE
ER14	100218	RPMB Kranskop U 6402 SPU18	Greytown
ER14	100220	RPMB Muden R 6404 SPU18	Greytown
ER16	104944	RPMB Greytown R 6401 SPU20	Greytown
ER08	100240	Elandskop Rural	Howick
ER09	100249	Howick West	Howick

ER08	100168	Donnybrook R & Urban	Ixopo
ER08	100184	Ashburton Rural	Cato Ridge
ER08	100212	Ashburton Urban	Cato Ridge
ER08	100189	LynField Park	Cato Ridge
ER12	100185	Assagay Kraal	Cato Ridge
ER17	100187	RPMB Camperdown 6304 SPU21	Cato Ridge
ER17	100188	RPMB CatoRidge U 6305 SPU21	Cato Ridge
ER04	100061	SCOTTBURGH URBAN	PARK RYNIE
ER07	100062	PENNINGTON RURAL	PARK RYNIE
ER07	100051	KELSO JUNCTION	PARK RYNIE
ER08	100053	PARK RYNIE	PARK RYNIE
ER11	100054	PENNINGTON URBAN	PARK RYNIE
ER14	100073	SAICCOR	PARK RYNIE
ER14	100072	ILFRACOMBE	PARK RYNIE
ER14	100052	KELSO BEACH	PARK RYNIE
ER14	100071	CLANSTHAL URBAN	PARK RYNIE
ER14	100081	CLANSTHAL RURAL	PARK RYNIE
ER18	100077	NAIDOOVILLE	PARK RYNIE
ER17	100079	CRAIGIEBURN EAST	PARK RYNIE
ER18	100080	ROSENEATH	PARK RYNIE
ER19	100078	CRAGIEBURN URBAN	PARK RYNIE
ER14	104942	RPMB Mapumulo Kranskop SPU18	GREYTOWN
ER16	104946	RPMB Greytown R 6401 SPU20	GREYTOWN
ER18	110035	RPMB KRANSKOP RURAL 6403	GREYTOWN
ER08	100255	RPMB Merrivale R 6817 SPU08	HOWICK
ER08	100261	RPMB Tweedie R Hiltara SPU08	HOWICK
ER04	104995	RPMB Umzimkulu R 6002 SPU04	IXOPO
ER08	104956	RPMB Ixopo U 6203 SPU08	IXOPO
ER13	100183	RPMB Highflats R U SPU15	IXOPO
ER06	100194	RPMB Elangeni Feralloys SPU06	CATO RIDGE
ER06	110066	RPMB UMLAAS ROAD 6323 SPU06	CATO RIDGE
ER09	100204	RPMB Shongweni R 6321 SPU10	CATO RIDGE

AREA 3 – MARGATE , EMPANGENI AND NEWCASTLE

AREA 3			
Cycle	**Route**	**Description**	**Area**
ER05	109400	UMTENTWENI URBAN	HIBBERDENE
ER05	109401	UMTENTWENI URBAN	HIBBERDENE
ER05	100112	UMTENTWENI URBAN	HIBBERDENE
ER05	109402	UMTENTWENI URBAN	HIBBERDENE
ER05	100116	UMTENTWENI URBAN	HIBBERDENE
ER05	100115	UMTENTWENI RURAL	HIBBERDENE
ER06	100124	Mandini rural	Mandini

ER06	100140	sundumbili rural	Eshowe
ER09	100131	Tugela Mouth Urban	Mandini
ER13	100146	Emona Rural	Stanger
ER14	100134	Tugela Village South Rural	Stanger
ER16	100127	Mtunzini Rural	empangeni
ER17	100132	Zinkwazi beach Urban	Stanger
ER18	100123	Gingindlovu Urban	ESHOWE
ER18	100136	Gingindlovu Rural	ESHOWE
ER09	100296	PIETERS RURAL	Ladysmith
ER09	100297	COLENSO RURAL	colenso
ER13	100262	FRERE RURAL	Colenso
ER13	100291	EZAKHENI URBAN	Ladysmith
ER13	100245	ENNERSDALE RURAL	Escourts
ER13	104938	ENNERSDALE RURAL	Escourts
ER14	100087	HIBBERDENE URBAN	HIBBERDENE
ER14	105151	HIBBERDENE URBAN	HIBBERDENE
ER14	100088	HIBBERDENE RURAL	HIBBERDENE
ER14	100091	MELVILLE URBAN	HIBBERDENE
ER14	100104	UMZUMBE URBAN	HIBBERDENE
ER19	100100	BENDIGO URBAN	HIBBERDENE
ER19	105158	BENDIGO URBAN	HIBBERDENE
ER19	105159	BENDIGO URBAN	HIBBERDENE
ER19	105160	BENDIGO URBAN	HIBBERDENE
ER19	109423	BENDIGO URBAN	HIBBERDENE
ER19	100101	BENDIGO RURAL	HIBBERDENE
ER06	100129	NTUMENI RURAL	ESHOWE
ER13	100126	MTUNZINI URBAN	MANDINI
ER13	101288	SITILO RURAL	ESHOWE
ER15	100150	DOORNKOP	STANGER
ER16	105161	DRIEFONTEINI	STANGER
ER18	100152	ZINKWAZI RURAL	STANGER
ER18	100153	DARNALL URBAN	STANGER
ER18	109494	MELMOTH RURAL	STANGER
ER18	109495	MELMOTH BABANANGO	MELMOTH
ER18	109683	MELMOTH ULUNDI	MELMOTH
ER06	100033	NGOYE RURAL	EMPANGENI
ER09	100122	MHLATHUZE RURAL	EMPANGENI
ER10	100151	MAPHUMULO RURAL	STANGER
ER13	100149	GLENDALE RURAL	STANGER
ER14	100128	NKWALENI RURAL	ESHOWE
ER16	100137	SHOWE RURAL	ESHOWE
ER16	100147	NDWEDWE RURAL	STANGER
ER16	100148	FRAZERS RURAL	STANGER
ER20	100133	RICHARDS BAY RURAL	EMPANGENI

ER06	100041	NONGOMA RURAL	NONGOMA
ER06	109491	NONGOMA URBAN	NONGOMA
ER06	109682	NONGOMA RURAL	NONGOMA
ER13	100288	LADYSMITH WEST RURAL	Colenso
ER13	110127	LADYSMITH WEST RURAL	Colenso
ER13	100295	EKUVUKENI RURAL	Ladysmith
ER16	100022	JAGERSRUST RURAL	Bergville

AREA 4 – PIETERMARITZBURG AND NEWCASTLE

AREA 4			
Cycle	**Route**	**Description**	**Area**
ER14	100173	RPMB Bulwer Urban	UNDERBERG
ER14	105144	RPMB Underberg RU Hmeville SPU	UNDERBERG
ER13	100226	RPMB Dalton U 6604 SPU15	WARTBURG
ER11	104969	RPMB Gruneck R 6601 SPU13	WARTBURG
ER13	100201	RPMB Manderston R 6318 SPU15	RICHMOND
ER04	100023	PAULPIETER RURAL	PAULPETER
ER04	100026	CLONTRAF RURAL	INGAGANE
ER04	100306	UTRECHT RURAL	INGAGANE
ER07	100315	ALPHA RURAL	INGAGANE
ER07	110185	ALPHA RURAL	INGAGANE
ER09	100339	NEWCASTLE RURAL	INGAGANE
ER14	100305	PIVAAN RURAL	VRYHEID
ER14	100317	DUNDEESOUTH RURAL	GLENCOE
ER14	100320	BALANGEICH RURAL	INGAGANE
ER14	100340	OSIZWENI	SIZUMPHAKATHI
ER14	100341	MADADENI RURAL	MADADENI
ER08	100165	Nkwezela R	Underberg
ER14	100179	Underberg Rural	Underberg
ER14	110014	Underberg Urban & Himeville	Underberg
ER11	110047	Gruneck Rural	Wartburg
ER11	109680	Gruneck Rural	Wartburg
ER13	104973	Dalton Rural	Wartburg
ER13	104974	Wartburg Rural	Wartburg
ER14	100186	Bishopstowe	Wartburg
ER04	100195	Eston Rural	Richmond
ER04	100213	Richmond Rural	Richmond
ER04	100210	Richmond Rural & Byrne Village	Richmond
ER04	100215	Richmond Rural & Indaleni	Richmond
ER04	100205	Umbumbulu Rural	Richmond
ER09	100207	Thornville Rural	Richmond
ER03	100024	COMMONDALE	VRYHEID
ER04	100027	INGOGO	INGAGANE

ER05	100028	MEMEL URBAN	INGAGANE
ER05	100029	MEMEL RURAL	INGAGANE
ER08	100304	INGWIBI RURAL	VRYHEID
ER08	100326	DANNHAUSSER X9	GLENCOE
ER10	100313	LOWSBURG RURAL	VRYHEID
ER10	100323	DANNHAUSSER URBAN	GLENCOE
ER10	100324	DANNHAUSSER	GLENCOE
ER13	100357	GLENCOE	GLENCOE
ER14	100322	HARTINGSPRUIT	GLENCOE
ER08	100232	RPMB Coolair 6610 SPU08	WARTBURG
ER08	100225	RPMB NewHanover R 6603 SPU08	WARTBURG
ER11	100223	RPMB Gruneck R 6601 SPU13	WARTBURG
ER13	104975	RPMB Wartburg R 6607 SPU15	WARTBURG
ER13	100228	RPMB Wartburg U SPU15	WARTBURG
ER18	100224	RPMB Mersey R 6602 SPU22	WARTBURG
ER18	100231	RPMB NewHanover AlbertFall SPU	WARTBURG
ER04	102079	RPMB Mid Illovo R 6320 SPU04	RICHMOND
ER04	100203	RPMB Mid Illovo U SPU04	RICHMOND
ER04	100209	RPMB Richmond U 6326 SPU04	RICHMOND
ER04	100025	VERGENOEG RURAL	PAULPETER
ER07	100013	LEKSAND RURAL	GLENCOE
ER07	110077	LEKSAND RURAL	GLENCOE
ER07	100316	DUNDEE NORTH RURAL	GLENCOE
ER09	100014	POMEROY URBAN	GLENCOE
ER12	110070	BLOEDRIVER RURAL	VRYHEID
ER12	100018	BLOEDRIVER RURAL	VRYHEID
ER14	100360	WASBANK RURAL	GLENCOE
ER13	100356	ELANGLAGTE RURAL	GLENCOE
ER16	100358	UTIHOEK	GLENCOE
ER16	100359	WASBANK URBAN	GLENCOE
ER16	100361	IMPATI RURAL	GLENCOE
ER17	100030	MT PROPECT RURAL	INGAGANE
ER17	100309	INGAGANE URBAN	INGAGANE

AREA 5 – EMPANGENI AND NEWCASTLE

Cycle	Route	Description	Area
ER06	100040	MAKHATHINI RURAL	PONGOLA
ER06	103042	JOZINI URBAN	PONGOLA
ER06	109489	MAKHATHINI RURAL	PONGOLA
ER06	109490	MAKHATHINI RURAL	PONGOLA
ER06	109681	MAKHATHINI RURAL	PONGOLA
ER06	110015	MAKHATHINI RURAL	PONGOLA
ER09	100020	MKUZE RURAL	PONGOLA

ER09	100021	MKUZE URBAN	PONGOLA
ER09	100031	HLUHLUWE URBAN	MTUBA
ER09	109484	MKUZE RURAL	PONGOLA
ER14	100039	MAGUDU RURAL	PONGOLA
ER09	100253	LOWLANDS RURAL	Escourts
ER09	100268	WINTERTON URBAN	Bergville
ER13	100269	WINTERTON RURAL	Bergville
ER09	100044	KWAMBONAMBI URBAN	MTUBATUBA
ER09	100047	ST LUCIA URBAN	MTUBATUBA
ER09	100048	KWAMBONAMBI EX2	MTUBATUBA
ER13	100046	MTUBATUBA RURAL	MTUBATUBA
ER13	109492	MTUBATUBA RURAL	MTUBATUBA
ER13	109493	MTUBATUBA RURAL	MTUBATUBA
ER17	105166	HLUHLUWE RURAL	MTUBATUBA
ER17	109485	HLUHLUWE RURAL	MTUBATUBA
ER17	109486	HLUHLUWE RURAL	MTUBATUBA
ER10	100277	BERGVILLE URBAN	BERGVILLE
ER09	102080	DRAKENSBURG RURAL	ESCOURT
ER09	102082	DRAKENSBURG RURAL	ESCOURT
ER10	100271	CATKINCHILET	ESCOURT
ER13	100247	HIDCOTE	ESCOURT
ER13	100298	WEENEN URBAN	ESCOURT
ER13	100300	WEENEN	ESCOURT
ER06	100045	MTUBATUBA URBAN	MTUBA
ER14	100043	KWANGWANASE URBAN	PONGOLA
ER14	110036	KWANGWANASE RURAL	PONGOLA
ER16	100038	PONGOLA RURAL	PONGOLA
ER16	109487	PONGOLA RURAL	PONGOLA
ER16	109488	PONGOLA RURAL	PONGOLA
ER08	100278	BERGVILLE RURAL	Bergville
ER08	104962	BERGVILLE RURAL	Bergville
ER08	104964	BERGVILLE RURAL	Bergville

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
SPU	Small Power Users
HHU	Hand Held Data Capture devices
GPS	Global Positioning System
LV	Low Voltage
OHS	Occupational Health and Safety

HR	Human Resources

2 Management strategy and start up.

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

The Contractor must detail below a plan which stipulates how he intends on performing the service throughout the service period, as required by clause 21.2

A detailed business plan is required so that Eskom is able to determine whether the Contractor is capable of delivering a quality, timeous and sustainable service. Focus should be on timelines. The particulars below must be taken into account by the Contractor in developing this plan.

The Contractor shall also include a staff structure and an indication of how the staff is deployed within the area.

NB Accountability still rests with the Contractor to ensure that all appointed staff are capable and that they become authorized as required by Eskom. Failure of the staff appointed by the Contractor to pass the necessary accreditation tests will not absolve the Contractor of its obligations in term of this agreement.

The Contractor will give a daily progress report to the ESKOM dispatching official. No task will be considered as completed until ESKOM has received all the required feedback in the prescribed format. The scheduled timelines will apply.

The Contractor is expected to provide feedback to ESKOM within 3 working days on queries raised. Work reconciliation and invoicing process will be as prescribed by ESKOM.

2.2 Management meetings

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:
Overall contract progress and feedback in terms of contract obligations	Quarterly or when deemed required by the *Service Manager.*	Westville Menston Offices or virtually using MS Teams or another communication platform	*Employer*, *Contractor* and relevant Eskom representatives and appointed *Contractor* representatives.

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

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

2.3 *Contractor*'s management, supervision and key people

The *Contractor* must include an organogram of the structure that will be supporting the contract. The names, identity numbers, qualifications and experience must be listed. Future changes to the organogram need to be communicated to the *Service Manager.*

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

The Contractor to ensure that all documentation relating to this contract is filed and kept on site for viewing by the Service Manager or relevant Employer Official at any time. The Contractor must ensure that all documents are also kept in soft copy and backed up on a hard drive. Files are to be neatly labelled and indexed.

All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the Service Manager.

Eskom may periodically request detailed reports from the Contractor regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to
ESKOM HOLDINGS SOC LIMITED
and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager;*
- The contract number and title;
- *Contractor*'s VAT registration number;
- The *Employer*'s VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Date of invoice
- Period of service being invoiced for
- Invoice number
- PO number
- SE number
- GR number
- Company Registration number
- Contractor Vendor number

The *Contractor* shall comply with the *Employer's* E-Invoicing process when submitting invoices for payment.

2.7 Contract change management

Templates in terms of NEC3 as prepared by the *Service Manager* for payment certificates, early warnings and defect notifications can only be used in this contract

The Contractor shall request this form from the *Service Manager*.

2.8 Records of Defined Cost to be kept by the *Contractor*

N/A

2.9 Insurance provided by the *Employer*

See Section 8 Risks and Insurance in C1.2

2.10 Training workshops and technology transfer

Proof of valid authorization of meter reading staff as per Eskom's requirement for the applicable level of authorization for meter reading
Proof of valid certificates of training required for authorised staff and where applicable for administrative staff

2.11 Design and supply of Equipment

The *Contractor* takes full liability for the use of all equipment in the execution of *Services* for this contract.

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

2.12.1 Equipment

The following equipment supplied by the *Employer* for use by the *Contractor* is to be returned at the end of the service period:
Handheld units (or similar) on which the meter readings and other required information is captured
Chargers for the handheld units

Modems and routers used for the remote uploading and downloading of routes

2.12.2 Information and other things

When a *Contractor* is reading meters as part of regular meter readings, the *Contractor* is to record the routes followed to get to the meter positions as well as the meter position using Garmin Mapping GPS data standard. This data is to be provided to Eskom after completion of the first readings per route and updated thereafter every six months. The data must also be supplied on request if required during any of the periods defined above. The file needs to be supplied to Eskom as a Garmin .gdb file format or a Garmin Exchange .gpx format. The files must include Waypoints and Tracks.

2.13 Management of work done by Task Order

The *Contractor* must only carry out work if he receives a signed Task Order from the *Service Manager* or his delegates. An example of a Task Order Form is attached as an annexure, whereby the format be changed at any time by the *Service Manager*.

2.14 Low services damage table

Item	Amount
Non-compliance to Eskom's Cardinal Rules	R 5 000 per finding
Non-compliance to Eskom Procedures and Policies	R 5 000 per finding
Non-compliance to Safety Acts, Standards, Procedures and Policies	R 5 000 per finding
Non-compliance to the OHSACT regulations	R 10 000 per finding
Further to these please note the following (also included in Scope of Work):	
1. If the Contractor fails to complete a route or to submit readings that are accepted and used by the automated billing system, unless as a direct result of an Eskom act or omission, no payment will be made for the unusable readings.	
2. If it is found at a later stage that a reading could have been obtained or the meter was in fact accessible or where discrepancies have been identified by Eskom staff, Eskom may deduct an amount from the next invoice payable for the incorrect no accesses paid for previously. The amount deducted will be the number of incorrect no accesses submitted multiplied by the no access rate applicable to the contract at the time of the deduction.	
3. Where the Contractor is unable to execute work required in terms of this contract for any reason what so ever, Eskom will be entitled to dispatch such work to any other Eskom resources or Contractor, Eskom will also be entitled to invoice the Contractor Eskom's actual cost for any work so done less the rate for the specific activity as defined in this contract. The Contractor further agrees that Eskom can offset any such amounts against the Contractors invoice	
4. In the event of a false reading supplied by the Contractor, Eskom will recover any losses sustained from the Contractor, even if Eskom discovers this false reading at a later stage.	
5. The Contractor will not be paid for late, incomplete, inaccurate or poor-quality work.	

6. If readings are incomplete and the Eskom Billing Official does not receive valid feedback on the missing readings from the Contractor, substantiated with digital photographs as specified in the paragraph Special Conditions of Contract when submitting the readings as detailed in the description of the work, then a penalty will be deducted from the payment of invoiced price for the entire route. The penalty will be the actual percentage of the route that was not read excluding the missing readings that were justified with valid feedback in terms of the conditions contained in the contract.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure B: SHE SPECIFICATION FOR METER READING to this Service Information.

Safety Specification

Stakeholder management, relations and accountabilities

a) The relevant Customer Network Centre (Distribution) will be notified of the intention to conduction vegetation management operations prior to any work being undertaken. Establish and conduct Health and Safety Committee Meetings. For further details refer to 34-316: Occupational Health and Safety Committee Systems

b) Incorporation by Reference in Contracts: External Standards, Eskom and/or Divisional Procedural documents may be incorporated by reference into Eskom's Conditions of Contract.

Statutory Relationships

This procedure supplements Eskom's Conditions of Contract but shall not be considered as including all the responsibilities of Principal Contractors regarding the occupational health and safety requirements in terms of the Occupational Health and Safety Act, Act 85 of 1993.

a) The overall responsibility for occupational health and safety requirements at the Division sites and work to be carried out on public property of Local Authorities shall remain with the Principal Contractor and his sub- contractor/s.
b) All documents referred to in this procedure will be made available to the Principal Contractor by the Procurement Department who will consult with the necessary role players (i.e. Line Management, Risk Management, Environmental Management, and/ or other specialist as the need may be).
c) The Client may however from time to time order variations, alternations, modifications, amendments, additions, changes, revisions, cancellations or insertions to health and safety requirements to be met by Principal Contractors, via the organisational documentation control processes, provided that such requirements are communicated in writing to the other party.
d) Note: No extension of time will be allowed as a result of any action taken by Eskom in terms of, point c mentioned above, and the Principal Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to Legislation or the Regulations or reasonable amendments to Eskom's Safety and Operating procedures shall entitle the Principal Contractor to claim any additional costs incurred in complying therewith from Eskom.
e) If a Principal Contractor considers any of the requirements in the procedure as being too onerous, exemption from specific clauses may be requested in writing through the Procurement Department who will consult with the relevant role players (i.e. Risk Management, Field Services, Major Engineering Works and Capital Programme).
f) Any difficulty experienced with the interpretation of this procedure may be discussed at any time with the Procurement Department who will consult with the necessary role players.
g) The OHS Act Requirements "Acknowledgement of Receipt form for Principal Contractors" shall be completed and signed by the Principal Contractor on award of the contract.

3 Health and safety risk management

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

Working above Ground Level

a) The Principal Contractor shall ensure that employees are issued with a Fall Arrest System as the minimum personal protective equipment in accordance with the following procedure – DPC_34-1402 Procedure for Using Fall Arrest System.
b) The team must have an appointed Supervisor when work is performed above ground level at all times.
c) Ladders shall be in accordance with Eskom specifications and regular inspections shall be conducted. For further details refer to DPC_34-724: Inspection of fiberglass extension ladders.

Supervision:

Each Contractor construction team shall have an Authorised person in accordance with the Operating Regulations for High Voltage Systems or in accordance with the risks that have been identified when the plant is handed over by the Authorised person. The competent person shall have knowledge of the activities being performed and shall supervise the work being undertaken. (See 32-846 Operating Regulations for High Voltage Systems (1.64))

Working in the Vicinity of Power lines and Live High Voltage Apparatus:

Where work is conducted inside the boundaries of the way leave or servitude of an existing and energized power line, the work will be conducted by a Responsible person 34-846.

Compliance to the Incident Management procedure (34-350):

a) A Flash Report to be submitted within 24 hrs. after the incident to the designated Eskom Official e.g. the Project Manager, Risk Management Representative;
b) Conduct a Preliminary Investigation within 24 hrs. after the incident;
c) Conduct the Formal Investigation within 7 working days after the incident.

Non-compliance

Eskom views the following at-risk behaviour in a very serious light:

a) Anyone disregarding any requirements contained in the OHSA, NEMA, Eskom Health, Safety, and Environmental Policies, this document, site specifications, and approved Health and Safety Plans;

b) Anyone performing an unsafe act or creating an unsafe condition that could pose a danger to such person(s) or to others;

c) A Principal Contractor allowing any of his/her own employees or employees of their subcontractors (including casual labourers or Labour- broker employees) to work on any site without ensuring that each employee has received proper training.

Any such person described above will be subjected to a disciplinary process, and if found guilty, this may lead to dismissal in the case of an Eskom employee, and in the case of a Principal Contractor, it may result in the cancellation of the contract and blacklisting.

Contractor Occupational Health and Safety Program

a) The Principal Contractor shall have his/her own approved Health and Safety Policy, which must be displayed, at his work site, where displaying of the policy proves to be impractical the document must be kept in the project SHE File.

b) The Principal Contractor shall formulate, implement and maintain an Occupational Health and Safety Programme, ensuring that his employees avoid any act, which may endanger their own health and safety or that of other persons who may be affected by their conduct.

c) All aspects concerning occupational health and safety shall be a permanent standing item on all relevant site-meeting agendas.

d) The Principal Contractor's Occupational Health and Safety Programme shall ensure that his/her employees and sub- contractor employees adhere to Eskom Instructions, Standards, Procedures and Operating Regulations for High Voltage Systems. The programmer shall ensure that his/her employees:

i. Only work above ground level under continuous and direct supervision of the contractor's appointed Supervisor,
ii. Wear appropriate personal protective equipment and/or clothing,
iii. Refrain from proceeding with the work in the absence of the appointed Supervisor; and
iv. Adopt Eskom Procedure on the management of substance abuse in its entirety.

OHS Act Legal Appointments:

The Principal Contractor shall draw up an Occupational Health and Safety structure for the contract, which will form part of his/her Occupational Health and Safety Programme. Examples of Statutory Appointments required:

a) OHS Act Section 16(2) Employer
b) OHS Act GMR 2 (1) Supervisor of Machinery
c) OHS Act GMR 2 (7) Supervisor of Machinery Assistant
d) OHS Act Section 17 Health and Safety Representative
e) Depending on the nature of the contract the assignations will be expanded.

General Safety Specifications

a) Safety at Workplaces: All appropriate precautions shall be taken:

i. To ensure that all workplaces are safe and without risk of injury to the health and safety of workers.
ii. To protect persons present at or in the vicinity of a construction site from all risks, which may arise from such site?
iii. All openings and other areas likely to pose danger to workers shall be clearly indicated.

b) Means of Access and Egress: Adequate and safe means of access to and egress from all workplaces shall be provided, indicated where appropriate and maintained in a safe condition. This is particularly true for every instance where a dangerous tree is felled.

c) Good Housekeeping on Work Sites: A suitable housekeeping programmer shall be established and continually implemented on each construction site which should make provision for the proper storage of material and equipment; and the removal of scrap, waste and debris at appropriate interval.

i. Loose materials, which are not required for use, should not be placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passages.

ii. All combustible refuse must be removed from the inside of all buildings at the close of each day. All other waste must be removed at least once a week.
iii. The construction site should be suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorised persons.
iv. Waste and debris shall not be disposed of from a high place with a chute, unless the chute complies with the requirements as set out in Construction Regulation 12(6).
v. Material left lying about after completion of the contract will be removed by Eskom and the cost debited to the contract price.
vi. Eskom will not be held responsible for the loss of any material dealt with in this manner.
vii. The Principal Contractor must ensure that the work site is kept tidy for the duration of the contract.
viii. Construction sites in built- up areas or along traffic routes should be fenced off to prevent the entry of unauthorised persons.
ix. Visitors should not be allowed access to construction sites unless accompanied by or authorized by a competent person and provided with the appropriate protective equipment.
x. Fire extinguishing equipment shall be properly maintained and inspected at suitable intervals by a competent person.
xi. Access to fire extinguishers such a hydrants, portable extinguishers and connections for hoses shall be kept clear at all times.
xii. All Supervisors and a sufficient number of workers shall be trained in the use of fire extinguishing equipment, so that adequately trained personnel are readily available during all working periods.
xiii. Workers shall be suitably trained in the action to be taken in the event of fire, including the use of means of escape.
xiv. Where appropriate, safety symbolic signs shall be provided to indicate clearly the direction of escape in the case of fire.
xv. Sufficient and suitable means to give warning in case of fire shall be provided, where this is necessary, to prevent danger. Such warning should be clearly audible in all parts of the site where persons are liable to work. There should be an effective evacuation plan so that all persons are evacuated speedily without panic and accounted for and all plant and processes shut down.
xvi. Notices should be posted at conspicuous places indicating: the nearest fire alarm and the telephone number and address of the nearest emergency services.

d) Use and Storage of Flammable Liquids, Solids and Gases
i. The Principal Contractor shall ensure that none of his/her employees work in an area where the vapour of any flammable liquid, solid or gas generated is of such an extent that a potential fire or explosion hazard is created, endangering the safety of any persons.
ii. The Principal Contractor shall ensure that all flammable liquids, solids and gases are stored in stores built for that purpose.
iii. Secure storage areas should be provided for flammable liquids, solids and gases in order to prevent trespassers.
iv. Flammable liquids on site should be stored in a well- ventilated, reasonably fire resistant container, cage or room and kept locked with proper access control measures in place.
v. When decanting, the metal containers should be bonded or earthed.
vi. The appropriate type and adequate amount of fire- fighting equipment shall be installed in suitable locations around the flammable liquid, solid or gas store/handling areas.
vii. The appropriate safety symbolic signs shall be affixed at all entrances/handling areas, prohibiting smoking and naked flames.
viii. Combustible materials such as packing materials, sawdust, greasy/oily waste and scrap wood or plastic should not be allowed to accumulate in workplaces but should be kept in closed metal containers in a safe place.

e) First Aid and Facilities

i. The Principal Contractor shall ensure that a sufficient number of trained first aiders are appointed for the number of employees on site.

ii. Taking into account the type of injuries that are likely to occur on site, the nature of the activities performed and the number of employees at such a work site, the Principal Contractor shall ensure that the first aid box contains the minimum requirements in accordance with the General Safety Regulations.

iii. First aid kits or boxes shall not contain anything besides material for first aid emergencies.

f) Hazardous Chemical Substances (Act 36 of 1947)

i. If the Principal Contractor's activities in performing the work, involve the handling of any hazardous chemicals or substances the Contractor shall implement such precautionary measures as may be required by the relevant legislation.

ii. The Principal Contractor must conduct an assessment to determine which employees are exposed to which hazardous chemical substances and shall provide the affected employees with the required training and personal protective equipment.

iii. Training shall also be provided by the Principal Contractor on the correct use, care and limitations of such personal protective equipment.

g) Personal Protective Equipment

i. The provision and use of personal protective equipment by employees is the Principal Contractor's responsibility. The Contractor shall be responsible to ensure that such equipment is worn at all material times.

ii. It is also the responsibility of the Principal Contractor to do a risk assessment to establish what type of PPE his employees are required to wear based on the nature of the hazard and the type, range and performance of the protection required.

iii. The Principal Contractor shall ensure that contractor employees are trained in the correct use, care, maintenance and limitations of PPE.

iv. Workers working alone on construction sites in confined spaces, enclosed premises or in remote or inaccessible places should be provided with an appropriate alarm and the means to rapidly summons assistance in an emergency.

v. All personal protective clothing provided by the Principal Contractor to his/her employees should clearly display its' Company logo.

vi. Construction Welfare Facilities

vii. An adequate supply of wholesome drinking water should be provided at or within reasonable access of every construction site

viii. The following facilities should, depending on the number of workers and the duration of the work, be provided, kept clean and maintained at or within reasonable access of every construction site:

ix. Sanitary and washing facilities or showers.

x. Facilities for changing and for the storage and drying of clothing.

xi. Men and women workers should be provided with separate sanitary and washing facilities.

h) Information and Training

i. The training of Principal Contractor employees in occupational health and safety matters relevant to their work is the responsibility of the Principal Contractor, unless other arrangements have been made contractually.

ii. The Principal Contractor shall ensure that his officials and employees are acquainted with all relevant provisions of the Occupational Health and Safety Act, the Regulations and the requirements of all relevant Environmental Legislation.

iii. The Principal Contractor shall provide his/her employees with information on potential health and safety hazards to which they may be exposed at their workplace.

iv. The Principal Contractor shall instruct and train his/her employees in the measures available for the prevention, control and protection against those hazards.
v. No person shall be employed in any work at a construction site unless that person has received the necessary information, instruction and training so as to be able to do the work competently and safely.
vi. The information, instruction and training should be given in a language understood by the worker and written, oral, visual and participative approaches should be used to ensure that the worker has assimilated the material.
vii. The Principal Contractor shall provide his employees with all personal protective equipment and the appropriate tools required for the safe and proper execution of the work.
Viii. The Principal Contractor shall, if requested to do so by the Procurement Department, demonstrate to the satisfaction of the Risk Management Department, that his employees and any sub- contractors have completed site and job orientation and any other qualifications and safety training that may be required by Eskom.
ix. The Project Manager shall ensure that the Principal Contractor and his staff undergo compulsory on site safety induction prior to commencing work on Eskom work sites.

i) Symbolic Safety Signs: The Principal Contractor shall display all the necessary health and safety warning signs in accordance with the identified hazards for the applicable work site. (General Administration Regulation 13)

j) Communication: The Principal Contractor shall have a system in place to ensure the immediate communication to his/her employees and the on-site application, of any new Legislation, Regulations or relevant Eskom Standard that may come into effect during the course of the contract.

k) Reporting of incidents and accidents
i. Incidents, accidents and diseases shall be reported to the relevant authorities as stipulated in the Occupational Health and Safety Act, the Compensation for Occupational Injuries and Diseases Act and the various Environmental Legislation.
ii. These incidents shall also be reported to the Eskom Representative as it happens, before end of shift and or within 24 hours after the incident, who will be responsible for reporting it to the relevant Eskom Divisional Risk Manager.
iii. The Principal Contractor shall collect all safety- related statistics and shall report it to the Eskom Representative at the end of each month.

l) Investigations of incidents and accidents
i. All incidents and accidents shall be investigated as stipulated in the Occupational Health and Safety Act and Environmental Legislation.
ii. Thereafter corrective actions and recommendations agreed upon shall be followed-up on to assess the effectiveness of the remedial measures taken.
iii. Damage Incidents: All damage to Eskom or Contractor buildings, structures, vehicles equipment and the environment shall be reported to the Project Manager and investigated promptly by the Contractor to ensure that action is taken to minimize possible production delays.
iv. Monthly Incident/Accident Statistical Information Reports: At the end of each month the Principal Contractor on site shall submit the following information to the Project Manager and forward a copy to the relevant Eskom Risk Co- coordinator/Practitioner.

m) Injury types
i. The number of fatal incidents.
ii. The number of diagnosed and reported occupational diseases.
iii. The number of disabling injuries.
iv. The number of medical incidents.
v. The number of first aid incidents

n) Incident types
   i. The number of electrical contact incidents.
   ii. The number of public incidents.
   iii. The number of vehicle incidents.
   iv. The number of environmental incidents.
   v. The number of damage incidents.
   vi. The number of near-miss incidents.
   vii. The Principal Contractor shall, briefly, provide the relevant details for each incident reported monthly.

o) The Identification of Occupational Health and Safety Hazards: The Principal Contractor shall, before proceeding with work, visit and inspect the site and shall establish whether there are any additional hazards to the health and safety of persons involved, in any work, which is to be performed there. The Principal Contractor shall report any additional hazards identified to Eskom

p) Each person working on a site or visiting a site, and the surrounding community shall be made aware of the dangers likely to arise from operations at the site and the precautions to be observed to avoid or minimise those dangers. The necessary signage shall be posted at all times.

q) On Site Risk Assessments: A risk assessment shall be conducted in accordance with Regulation 7 of the Construction Regulations.

r) An Onsite toolbox talk including a risk assessment shall be conducted prior to the commencement of work. The team leader, after conducting pre-task planning and after facilitating the onsite risk assessment shall share all the tasks at hand, the identified risks and control measures with all his team members before commencing a specific task. This shall be done to ensure common understanding of the tasks, risks and control measures required.

s) Supervision of Contractor Employees
   i. The supervision of contractor employees performing construction work shall be executed in terms of Regulation 6 of the Construction Regulations.
   ii. The Principal Contractor shall ensure that the work is performed under the close supervision of a contractor's employee.
   iii. The Principal Contractor shall ensure that the Supervisor has been trained to identify and understand the hazards associated with the work and have the authority to ensure that precautionary measures prescribed by the OHS Act and Eskom are implemented.
   iv. The Principal Contractor shall strictly enforce discipline against any of his/her employees regarding non-compliance by such employee with any health and safety requirement.
   v. The Principal Contractor shall not permit the use of any unsafe machinery, plant, equipment, vehicle (including cranes, hoists and forklifts), substances, article, material, tool, protective equipment, ladder or scaffolding on Eskom premises.
   vi. The Principal Contractor shall not permit any of his/her employees to use any material, machinery or equipment of Eskom unless the prior written consent of the Company has been obtained.

t) Fall Protection: The Principal Contractor shall designate a competent person to prepare a fall protection plan, which will include a risk assessment of all work carried out from an elevated position. This shall be done in accordance with Regulation 8 of the Construction Regulations and DST_34-1131: Standard for a Fall Arrest System.
   i. Suspended Platforms: The Principal Contractor shall ensure that all suspended platform work operations are carried out under the supervision of a competent person who has been appointed in writing and that all suspended platform erectors, operators and inspectors are competent to carry out their work. The Principal Contractor shall ensure that proof of their training is kept on site. (In accordance with the requirements of the Constriction Regulation 15)

ii. Boatswain's Chairs: The Principal Contractor shall ensure that the boatswain's chair is securely suspended and constructed in such a manner to prevent any occupant from falling there from. Ensure inspections are carried out prior to use and performance tests are carried out immediately after erection and a visual inspection daily.
iii. Material Hoists: A Principal Contractor shall ensure that every material hoist and its tower have been constructed of sound material in accordance with the generally accepted technical standards and are strong enough and free from defects.

u) Hand Tools and Safeguarding of Machinery. Machinery and equipment, including hand tools, should:
i. be of a good design and construction, taking into account, as far as possible, health and safety and ergonomic principles;
ii. be maintained in good working order;
iii. be used only for the work for which they have been designed unless a use outside the initial design purpose has been assessed by a competent person who has concluded that such use is safe;
iv. be operated only by workers who have been authorized and given appropriate training;
v. Be provided with protective safety devices including guards, shields, earths, tools, barricades, vehicles, chains, ropes, and all relevant safety signs.
vi. As far as practicable, safe operating procedures should be established and used for all machinery and equipment.
vii. Operators of machinery and equipment should not be distracted while work is in progress.
viii. Machinery and equipment should be switched off when not in use and isolated before any major adjustment, cleaning or maintenance is done.
ix. Where trailing cables or hose pipes are used they should be kept as short as practicable and not allowed to create a safety hazard.
x. A maintenance programmer shall be implemented on all items of equipment and proper records shall to be kept of inspections, testing's and work performed on these items, as required by the Occupational Health and Safety Act.
xi. The Principal Contractor shall be responsible for inspecting and maintaining all his own tools, equipment and personal protective equipment.
xii. The Principal Contractor shall enforce the correct application, maintenance and use of the equipment and tools.

v) Explosive Powered Tools: The use of explosive power tools shall be executed in accordance with Regulation 19 of the Construction Regulations. No Principal Contractor shall use or permit any person to use an explosive powered tool, unless:
i. It is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
ii. The firing mechanism is so designed that the explosive powered tool will not function unless;
iii. it is held against the surface with a force of at least twice its weight; and
iv. the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:
v. Provided that the provisions of this sub-regulation shall not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel

w) Stacking and Storage of Articles: The stacking and storage of articles on construction sites shall be undertaken in terms of Regulation 26 of the Construction Regulations.
i. The Principal Contractor shall ensure that stacks are safe.
ii. Stacking is to be executed by a person with specific knowledge and experience of this type of work.

x) Vessels under Pressure: The Principal Contractor shall ensure that an Approved Inspection Authority tests all compressors and other pressure vessels the contractor intends to use on the specific site. Gas cylinders must always be stored in an upright position and properly chained. (Vessels Under Pressure Regulations 15, 16 and 17)

y) Record Keeping: It is recommended as a result OF; the onerous requirements stemming from the Construction Regulations that Line Management (the Client requesting the service) keep copies of all Contractor health and safety plans indefinitely depending on the nature of the risks that were identified in the required risk assessments.

z) Transportation of Staff (34-317): As the health, safety and wellbeing of all persons working in the Eskom environment is of paramount importance to the organisation, no person shall be transported on the back of open vehicles or in the canopy of a vehicle. This excludes:

i. persons being transported in an enclosed approved crew cab;
ii. or in a canopy fitted with proper seats and seat belts;
iii. or at the back of an open vehicle where it is not reasonably practicable, namely, where vehicles are used during line inspections on sites or private roads, or similar cases, when such vehicles must be driven at less than 30 km per hour.
iv. The organisation fully commits itself to achieving and maintaining best practices as it continually strives, as far as it is reasonably practical, to provide a healthy and safe working environment.
v. Contractors and Contractor employees are exempt from obtaining Eskom Driver permits.
vi. Diligently and consistently managing substance abuse practices within the workplace (Refer to DPC 34- 367);
vii. Effectively managing all employees utilising fleet resources by regularly checking the validity and legitimacy of driver's licences and managing changes in the employee's current health condition when brought to his/her attention;
viii. Working with Construction Vehicles near Power lines: Where work is conducted with the aid of a construction vehicle with an extendable articulated component or a conductive body extending device that could encroach the safe working clearance tabled in 34-846, the work is deemed close proximity work as defined and specified in 34-846.
ix. All construction vehicles will meet the specifications of 34-487 and all work with construction vehicles will meet the requirements of Procedure 34-445.
x. Where work is to be performed under a permit on Medium or High Voltage Power lines that has been opened, isolated and earthed in terms of 34-846, equipotential earthing will be applied by the contractor as specified by the Procedure 34-444 employing earths specified by Specification 34-487. Any work on apparatus will be conducted in a touch potential free working environment as required by the referenced documents.

aa) All vehicles and earth- moving or materials- handling equipment should:

i. be of good design and construction taking into account as far as possible ergonomic principles particularly with reference to the seat;
ii. be maintained in good working order;
iii. be properly used with due regard to health and safety;
iv. be operated by workers who have received appropriate training, by their employers, in accordance with legislative requirements.
v. All drivers have the relevant valid licences.
vi. The employer of all drivers and operators of vehicles and earthmoving or materials handling equipment shall ensure that the employees are medically fit, trained and tested in accordance with legislative requirements.

bb) On all construction sites on which vehicles, earthmoving or material handling equipment are used:

i. safe and suitable access ways should be provided for them;

ii. traffic should be organised and controlled as to secure their safe operation
iii. Adequate signalling or other control arrangements or devices should be provided to guard against danger from the movement of vehicles and earth moving or material-handling equipment. Special safety precautions should be taken for vehicles and equipment when manoeuvring backwards.
iv. The assistance of a trained and authorized signaller should be available when the view of the driver or operator is restricted. All involved should understand the signalling code.
v. The Principal Contractor shall see to it that all his employees obey road traffic signs and speed limits at all times.
vi. Any person ignoring or violating traffic rules on site may be prevented from driving on the site or even prevented from entering the premises.
vii. When earth-moving or material-handling equipment is required to operate in dangerous proximity to live electrical conductors, adequate precautions should be taken, such as isolating the electrical supply or erecting overhead barriers of a safe height.
viii. Preventive measures should be taken to avoid the fall of vehicles and earth- moving or materials- handling equipment into excavations or into water.
ix. Contractor owned construction vehicles and mobile equipment shall be in a roadworthy condition at all times in accordance with the National Road Traffic Act. (Refer to Regulation 21 of the Construction Regulations for details of all requirements under the heading of Construction vehicles and mobile plant.)
x. Contractor owned vehicles shall display their own company logo on their vehicles used during the duration of the Eskom contract.

Content of the Contractor Health and Safety File

a) Contract appointing Contractor.
b) Health and Safety Specification
c) Approved Health and Safety Plan.
d) The Contractor's organogram.
e) Company Health and Safety Policy.
f) Agreements as contemplated in terms of Section 37(2) of the OHS Act.
g) Organisational organogram (detailing all statutory appointments). List all possible appointments.
h) OHS Act, Section 17 –Appointment of the Health and Safety Representatives
i) Specific Construction Regulation Appointments:
i. Regulation 4 (1) (c) –Appointment of the Principal Contractor
ii. Regulation 4 (5) –Appointment of the Client Agent
iii. Regulation 5 (3) (b) –Appointment of the Contractor
iv. Regulation 6 (1) –Appointment of the Construction Supervisor
v. Regulation 6 (6) –Appointment of the Construction Site Health and Safety Officer
vi. Regulation 7 (1) –Appointment of the Construction Site Risk Assessor
vii. Regulation 8 (1) (a) –Appointment of the Fall Protection Plan Developer
viii. Regulation 10 (a) –Appointment of the Formwork and Support Work Supervisor
ix. Regulation 11 (1) –Appointment of the Excavation Work Supervisor
x. Regulation 12 (1) –Appointment of the Demolition Work Supervisor
xi. Regulation 14 (2) –Appointment of the Scaffolding Supervisor
xii. Regulation 15 (1) –Appointment of the Suspended Platform Supervisor
xiii. Regulation 17 (8) –Appointment of the Material Hoist Inspector
xiv. Regulation 18 (1) –Appointment of the Batch Plant Supervisor
xv. Regulation 19 (2) (g) (i) – Appointment of the Explosive Powered Tools Issuer
xvi. Regulation 21 (1) (j) –Appointment of the Construction Vehicles and Mobile Plant Inspector
xvii. Regulation 22 (e) –Appointment of the Temporary Electrical Installation controller
xviii. Regulation 26 (a) –Appointment of the Stacking and Storage Supervisor
xix. Regulation 27 (h) –Appointment of the Fire Extinguisher Inspector

j) Copies of relevant Appointment letters.
k) Certificates of Compliance for electrical installations.
l) Exemptions and/or notifications.
m) COID Registration
i. Registration number
ii. Letter of good standing
n) Risk assessments and analysis
i. Task and Job Listing
ii. Task analysis
iii. Risk assessments
iv. Risk Control Strategies
v. Safety work procedures
vi. Fall protection plan
vii. Fall protection risk assessment
viii. Scaffold plan and inspection records
o) In case of Modifications, the revised Health and Safety Specifications and Approved Health and Safety Plans and relevant Risk Assessments
p) Evacuation plans and Emergency contact details
q) PPE – Personal Protective Equipment
i. List of PPE
ii. Issue list
iii. Inspection of PPE
iv. Material Safety Data Sheets
r) Training records
i. The relevant training records of all employees
ii. Health and safety induction
iii. Risk assessment training
iv. Responsible persons (ORHVS)
s) Medical Records
i. Proof of medical surveillance plan
ii. Minutes of all site and statutory meetings
iii. Agenda
iv. Minutes
t) Incident reporting and investigation reports
i. Report of incident to the Department of Labour
ii. Report of incident to Eskom (The Project Manager)
iii. Report to COID
iv. OHS Act Annexure 1
v. Proof of follow-up and close out of incident recommendations
vi. Non-conformance reports including Disciplinary action records pertaining to safety managements
u) Monthly Audit reports
v) Maintenance Plans for Machinery and equipment
w) Project Close-out/review reports
x) Health and Safety File: Copy of the Health and Safety File must be available on site
i. It must contain a copy of the organisational organogram specifically depicting the appointment of the Construction Supervisor
ii. OHS Act Appointments
iii. Copies of the relevant OHS Act appointments for that specific work site
iv. List of names of persons working under the supervision of the Construction Supervisor
v. Design and work specifications
vi. Technical drawings
vii. Technical specifications
viii. Relevant Eskom Policies, Standards and Procedures
ix. Risk analysis, Risk profiling and Job Observations

x. Relevant task analysis
xi. On-site risk assessments
xii. Specific written safe work procedures
xiii. Personal protective equipment (PPE)
xiv. Proof of job observations conducted
xv. Sub-Contractors
xvi. List sub-contractors and contract details (where applicable)
xvii. Proof of sub- contractor competencies
xviii. ORHVS authorisations
y) Inspections (site specific)
i. Record of relevant / required inspections (site specific)
ii. Occupational Health and Hygiene Surveys
iii. Proof of survey reports (where applicable)
z) Incident investigations
i. Copies of the incident report to the Department of Labour
ii. Copies of the incident reporting to Eskom (Project Manager)
iii. Copies of report to COID (where applicable)
aa) Copies Of OHS Act Annexure 1's

Health and Safety Plan

I/We ……will prepare and submit Health and Safety Plan to Project Manager before the commencement of each Task and Resource Capacity Schedule, as per the following in 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.

Company Name:…….

Contractors Signature:……..

3.2 Environmental constraints and management

The Contractor shall control his activities and processes in accordance with Eskom Environmental Aspects, Impacts, Objectives and Programme (240-91213801). The Contractor shall establish a refuse control system. All waste is to be collected and disposed of as required by the Local Authority and Eskom's Waste Management Procedure (32-245).

All vegetation is to be managed in accordance to any environmental authorisations issued by relevant Authorities and Eskom's Vegetation Management Procedure (32-247).

No animals are to be hunted, poached, killed or harmed while conducting the duties under this contract.

The Contractor shall respond to any environmental emergencies according to the Environmental Emergency Preparedness and Response Instruction Document Identifier: 240-147240322. Should

any environmental incident occur, the contractor is expected to report and manage that incident according to Environmental Incident Management Procedure (240-133087117).

3.3 Quality assurance requirements

The *Contractor* shall control their activities and processes in accordance with Eskom's Quality Assurance Standard **QM58: Supplier contract quality requirements specification.**
The notification period for Eskom to conduct the quality inspections is within 21 days upon completion. The written notification must be sent to the relevant Eskom Official who will do the verification of the completed work against the invoice.
The quality checking points must be clearly indicated in the work programme submitted at the commencement of the work or after every progress or review meeting. The *Contractor* will be responsible for the verification and signing of the quality inspection points which must be maintained by the *Contractor* and presented to Eskom on request.

General Quality Requirements to be used during the contract duration.

(a) The *Contractor* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide and maintain Quality Policy and Method statement or Contract Quality Plan.
(b) The *Contractor* agrees to control and professionally preserve and store appropriate documents , records and recordings to guarantee the traceability of the services rendered and inspection thereof;
(c) The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
(d) Eskom shall have the right to conduct surveys and perform surveillance of the *Contractor's* facilities.
(e) Eskom reserves the right to inspect any or all of the work. Verification by Eskom shall not absolve the *Contractor* of the responsibility to provide acceptable services, nor shall it preclude subsequent rejection by
(f) The services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by Eskom shall be remedied by the *Contractor* upon demand by Eskom without undue delay and at no extra cost. The *Contractor* shall continuously monitor and identify non-conformances,
relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence
(g) The *Contractor* shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.
(h) Nothing contained in the Contract shall relieve in any way the *Contractor* from the obligation of Quality control thereof.
(i) The *Contractor* guarantees that the quantity, Quality and outward appearance of the delivered services will comply with the requirements of the contract and/or relevant specifications.
(j) The *Contractor* shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the *Contractor* intends to perform the Contract.
(k) The *Contractor* shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.
(l) Eskom reserves the right to assess and measure , in the selection process, the qualifications , capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all *Contractor* to confirm the Quality evaluation.
(m) The personnel who will be conducting the service will be available on a continuous basis until the conclusion of the project.
(n) The *Contractor* shall demonstrate experience in comparable projects or specific aspects of the project and / or performance in similar projects.
(o) The Quality of the services and the contents thereof will be in accordance with approved and acceptable standards.

(p) Through individual monitoring, the *Contractor* shall ensure that wildlife and biodiversity monitoring will be carried out and preserved, using standardised protocols, as may be necessary.
(q) The Contractor is required to provide a competent Supervisor for the duration of the project to implement workmanship quality checks and ensure The *Contractor* shall further execute the works in accordance with the requirements of all applicable legislation/regulations, whether referred to in the contract or otherwise.
(r) The *Contractor* needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
(t) The *Contractor's* Performance will be assessed in accordance with a Performance Appraisal Process. Any non-compliances arising from this contract shall be addressed using Eskom Notification of Defect process where the Contractor shall respond within the stipulated time from the issue date of the Notification of Defect.

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

• All of the *Contractor*'s staff must to be able to communicate in English.
• All of the *Contractor*'s staff must have the necessary qualifications and applicable Eskom Authorization's to execute the designated functions
• All of the *Contractor*'s staff who are not South African citizens, must have valid work permits.

4.1.2 BBBEE and preferencing scheme

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

1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one

B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

2. Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

3. Procurement spend on entities with a minimum 51% black ownership

The tenderers are encouraged to procure/spend on designated groups on the following paid invoices for both:

• the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and

• direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	
Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	

4. Jobs

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Jobs to be created	Jobs to be retained

5. Skills Development

Tenderers to take note of the skills below for developing the skills of unemployed candidates in

the country. Skills development is intended to address Eskom's core, scarce and critical skills.

These skills are also included in a 2020 list of occupations in high demand as stipulated in the

Government Gazette 43937. Candidates shall only be from **Kwa Zulu Natal** and their composition shall be representative of the population demographics of South Africa

Skill type / Occupation
Meter Reading Training
SAMTRAC
Customer Service Training
K53 Driver Training

***Note*: Successful supplier/s to deliver on 1 Skill (from the list above) for every R3 000 000 invoiced to Eskom.**

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives.

SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the Purchase Order Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain 2.5% of the invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Reporting and Monitoring

- The suppliers shall on a yearly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

4.2 Subcontracting

4.2.1 Preferred subcontractors

N/A as subcontracting is not permitted

4.2.2 Subcontract documentation, and assessment of subcontract tenders

N/A

4.2.3 Limitations on subcontracting

N/A as subcontracting is not permitted

4.2.4.Attendance on subcontractors

N/A

4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

N/A

4.3.3 Contractor's procurement of Plant and Materials

N/A

4.3.4 Tests and inspections before delivery

N/A

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

N/A

4.3.6 Cataloguing requirements by the *Contractor*

N/A

5 Working on the Affected Property

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

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

The *Contractor* and all of his staff shall undergo Eskom induction prior to entering the Affected Property
• The Contractor's staff will be subject to all security measures, rules and regulations of the Eskom Security Services
• The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
• All persons entering Eskom sites may be subjected to alcohol testing.
• All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.
• If an employee is no longer in the employ of the *Contractor*, the *Contractor* shall notify the *Employer* in advance, and replacements communicated to the Employer as well, whereby they will have to attend induction as well.

5.2 People restrictions, hours of work, conduct and records

• The *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors and the *Service Manager* shall have access to these records at any time.

5.3 Health and safety facilities on the Affected Property

N/A

5.4 Environmental controls, fauna & flora

See section 3

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* will cooperate with the *Service Manager*, his delegates and support structures, in matters relating to this contract.

The *Contractor* will cooperate with the management staff of the *Affected Property*.

The *Contractor* will cooperate with all statutory authorities or inspection agencies.

The *Contractor* will cooperate with customers of the *Employer* when on the customer's property.

5.6 Records of *Contractor*'s Equipment

Prior to starting work on the Affected Site, the *Contractor* will compile a list of his equipment, either owned or hired, which will be used for the execution of this contract. It should include the make, type, year of manufacture, colour and function or use. This list will be signed off by the *Contractor* and the *Service Manager.*

The equipment required to be used and supplied by the *Contractor* for the execution of this contract is detailed in Part 3: Scope of Work C3.1: Employer's Service Information Section 1. 2 *Employer*'s requirements for the *service.*

5.7 Equipment provided by the *Employer*

Hand Held Data Capture devices (for the capturing of the reads obtained)
Magnetic stickers for vehicle identification

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

None as the *Contractor* will not be working on the *Employer's* premises.
The *Contractor* shall provide everything else necessary for providing the Service.

5.8.2 Provided by the *Contractor*

Life Saving Safety Rules
Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Lifesaving safety 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 cardinal 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

WE _____ HEREBY ACCEPT THE ABOVE TERM FOR BREACHING OF LIFE SAVING SAFETY RULES.

Company Representatives Name:……..

Company Name:…….

Contractors Signature:……..

Date:……

5.9 Control of noise, dust, water and waste

Comply with the Occupational Health and Safety Act, Act 85 of 1993

5.10 Hook ups to existing works

N/A

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Representatives of the *Employer* will periodically carry out a site inspection on *Contractor* staff while out in the field to ensure compliance to the contract requirements and adherence to safety policies and procedures.

5.11.2 Materials facilities and samples for tests and inspections

N/A

6 List of drawings

6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title
Not Applicable		