



NEC3 Term Service Contract (TSC3)

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

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

for Provision of LV Maintenance and Refurbishment for
Eskom Distribution Network, on an as-and-when
required basis for a period of three (3) years in
Gauteng Cluster

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
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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:

Provision of LV Maintenance and Refurbishment for Eskom Distribution Network, on an as-and-when required basis for a period of three (3) years in Gauteng Cluster

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	Rate Based
	Sub total	Rate Based
	Value Added Tax @ 15% is	Rate Based
	The offered total of the amount due inclusive of VAT is ¹	Rate Based
	(in words) Rate 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)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature

Name

Capacity

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

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X13: Performance Bond (if applicable)
		X17: Low Service damage
		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 <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	[Insert at contract award]
	Address	[Insert at contract award]
	Tel	[Insert at contract award]
	Fax	[Insert at contract award]
	e-mail	[Insert at contract award]

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

11.2(2)	The Affected Property is	All sites within Gauteng Cluster
11.2(13)	The <i>service</i> is	Provision of LV Maintenance and refurbishment for Eskom Distribution Network in Gauteng Cluster
11.2(14)	The following matters will be included in the Risk Register	1. Loss and /or theft of Eskom's Assets 2. Damage to Eskom property due to crime 3. Safety of Eskom staff and contractors due to criminal activity
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One (1) week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Five (5) days of each Task Order
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	Three (3) years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	Once work is complete as stated on the Task Order.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	For contracts valued below R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying Suppliers within 30 days of submission of a tax compliant invoice with a GR number to Eskom Financial Shared Services. For contracts valued above R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying suppliers within 60 days of submission of a tax compliant invoice with a GR number to Eskom Financial Shared Services.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from

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

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Depends on Total Task Order issued
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee

- if the arbitration procedure does not state who selects an arbitrator, is **of the Association of Arbitrators (Southern Africa) or its successor body.**

12 Data for secondary Option clauses

X1	Price adjustment for inflation														
X1.1	The <i>base date</i> for indices is	A month prior to tender closing													
		The proportions used to calculate the Price Adjustment Factor for Labour are:	Proportion	linked to index for	Index prepared by										
			0.70	Labour -Table C3	SEIFSA										
			0.15	CPI -Table D2	SEIFSA										
	The proportions used to calculate the Price Adjustment Factor for Transport are:	0.15	non-adjustable												
		1.00													
		The proportions used to calculate the Price Adjustment Factor for Transport are:	Proportion	linked to index for	Index prepared by										
			0.85	Transport-Table L2	SEIFSA										
	0.15		non-adjustable												
	Prices are fixed and firm for the first 12 months thereafter CPA will apply	1.00													
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.												
X13	Performance bond														
X13.1	The amount of the performance bond is		To be advised at contract award stage.												
X17	Low service damages														
X17.1	<table><tr><th>Item No</th><th>Description</th><th>Damages</th></tr><tr><td>1</td><td>SHEQ Noncompliance</td><td>R 2000 per incident for missing safety file, expired PPE or improper waste disposal</td></tr><tr><td>2</td><td>Quotation Submission delays</td><td>R 1000 per day capped to 10% of Task Order</td></tr><tr><td>3</td><td>Key date not met</td><td>5% of TO value per day</td></tr></table>			Item No	Description	Damages	1	SHEQ Noncompliance	R 2000 per incident for missing safety file, expired PPE or improper waste disposal	2	Quotation Submission delays	R 1000 per day capped to 10% of Task Order	3	Key date not met	5% of TO value per day
	Item No	Description	Damages												
	1	SHEQ Noncompliance	R 2000 per incident for missing safety file, expired PPE or improper waste disposal												
	2	Quotation Submission delays	R 1000 per day capped to 10% of Task Order												
3	Key date not met	5% of TO value per day													
X18	Limitation of liability														
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to		The total sum of all task orders issued.												

X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductibles listed on Eskom ACAR policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles listed on Eskom ACAR Policy
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	24 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Five (5) days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:
- If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the

Contractor ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover

83

83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

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

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is

decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

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

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities:	

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

Qualifications:

Experience:

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

A	Priced contract with price list		
11.2(12)	The <i>price list</i> is in _____		
11.2(19)	The tendered total of the Prices is	R	_____

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract

[Note to contract compiler:

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

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

Option X13: Performance Bond

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

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

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs

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

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

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

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

the Contract.

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

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	14

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

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*

			Unit	Rate
1 . Prelims and General				
1.2		PPE and site safety including job specific risk assessment. (1% of labour cost, excluding material, transport and VAT)	per task order	
1.3		Environmental Compliance & Site maintenance (1% of labour cost, excluding material, transport and VAT)	per task order	
P&G Total				
Foundations				
2.4		Excavation, backfilling and compacting of a hole 1,3 meter (7 meter pole) in soil type.		
A		Class 1 soft soil per hole (using spade)	Ea	
B		Class 2 pickable soil per hole (including rock and boulders)	Ea	
C		Class 3 clay soil (loose / non binding) per hole	Ea	
D		Class 4 marshy soil per hole (submerged) silt	Ea	
E		Rock hole	Ea	
2.5		Excavation, backfilling and compacting of a hole, 1,5 meter (9 meter pole and stays) in soil type.		
A		Class 1 soft soil per hole (using spade)	Ea	
B		Class 2 pickable soil per hole (including rock and boulders)	Ea	
C		Class 3 clay soil per hole	Ea	
D		Class 4 marshy soil per hole (submerged) silt	Ea	
E		Rock hole	Ea	
2.6		Excavation, backfilling and compacting of a hole 1,3 meters (LV stay hole) in soil type		
A		Class 1 soft soil per hole (using spade)	Ea	

B		Class 2 pickable soil per hole (including rock and boulders)	Ea	
C		Class 3 clay soil per hole	Ea	
D		Class 4 marshy soil per hole (submerged) silt	Ea	
E		Rock hole	Ea	
2.7		Excavation, backfilling & compacting of a 500mm strut hole in soil type		
A		Class 1 soft soil per hole (using spade)	Ea	
B		Class 2 pickable soil per hole (including rock and boulders)	Ea	
C		Class 3 clay soil per hole	Ea	
D		Class 4 marshy soil per hole (submerged) silt	Ea	
E		Rock hole	Ea	
2.16		Insulation and polarity test on ABC feeders	Ea	
2.17		Planting of 5 to 7m poles	per structure	
3. LV STRUCTURES				
ASSEMBLE AND ERECTION OF STRUCTURES FOR LV SINGLE PHASE.PHASE AND 3 PHASE AREAL BUNDLE CONDUCTOR				
The rates exclude the cost of Excavation,and stays but all other costs are included.				
		A. List of single-phase ABC wood pole drawings		
3.A.1	D-DT-1153	ABC Suspension Assembly 0-30	Ea	
3.A.2	D-DT-1154	ABC Terminal Assembly	Ea	
3.A.3	D-DT-1155	ABC Strain Assembly (0-60°)	Ea	
3.A.4	D-DT-1156	ABC Strain Assembly (60-90°)	Ea	
3.A.5	D-DT-1157	ABC T from Intermediate	Ea	
3.A.6	D-DT-1158	ABC Cross Intermediate Suspension Assembly	Ea	
3.A.7	D-DT-1159	ABC T from Strain	Ea	
3.A.8	D-DT-1160	ABC X Intermediate-Strain Assembly	Ea	
		B. List of Dual - phase ABC wood pole drawings		
3.B.1	D-DT-1145	ABC Suspension Assembly 0-30	Ea	
3.B.2	D-DT-1146	LABC Terminal Assembly	Ea	
3.B.3	D-DT-1147	ABC Strain Assembly (0-60°)	Ea	
3.B.4	D-DT-1148	ABC Strain Assembly (60-90°)	Ea	

3.B.5	D-DT-1149	ABC T from Intermediate	Ea	
3.B.6	D-DT-1150	ABC Intermediate Suspension Assembly	Ea	
3.B.7	D-DT-1151	ABC T from Strain	Ea	
3.B.8	D-DT-1152	ABC X Intermediate-Strain Assembly	Ea	
		C. List of Three-phase ABC wood pole drawings		
3.C.1	D-DT-1100	ABC Suspension Assembly 0-30	Ea	
3.C.2	D-DT-1120	LABC Terminal Assembly	Ea	
3.C.3	D-DT-1121	ABC Strain Assembly (0-60°)	Ea	
3.C.4	D-DT-1122	ABC Strain Assembly (60-90°)	Ea	
3.C.5	D-DT-1140	ABC T from Intermediate	Ea	
3.C.6	D-DT-1141	ABC Intermediate Suspension Assembly	Ea	
3.C.7	D-DT-1142	ABC T from Strain	Ea	
3.C.8	D-DT-1143	ABC X Intermediate-Strain Assembly	Ea	
4. MISCELLANEOUS				
The rates exclude the cost of excavation and Stays but all other costs are included.				
4.1	D-DT-1165	LV ABC stay assembly components	Ea	
4.2	D-DT-0354	LV Wood streetlight assembly	Ea	
4.3	D-DT 1010	METER KIOSK PLINTH DETAILS (CAST ON SITE)	Ea	
4.4		METER KIOSK PLINTH DETAILS (PRE-CAST)	Ea	
METERING				
		A. Underground Network		
4.A.1	D-DT-0865	Install Pre-Cast Plinth	Ea	
4.A.2	D-DT-3236	4 Way High Risk Steel Kiosk	Ea	
4.A.3	D-DT-3236	6 Way High Risk Steel Kiosk	Ea	
4.A.4	D-DT-3236	8 Way High Risk Steel Kiosk	Ea	
4.A.5	D-DT-3236	12 Way High Risk Steel Kiosk	Ea	
4.A.6	D-DT-3236	16 Way High Risk Steel Kiosk	Ea	
4.A.7		Modify Kiosk to add a meter and MCB	Ea	
4.A.8		Install single phase MCB with wiring(complete)	Ea	

4.A.9		Install Three phase MCB with wiring(complete)	Ea	
4.A.10		Install Single Rate Single Phase Meter	Ea	
4.A.11		Install Single Rate Three Phase Meter	Ea	
4.A.12		Install single phase smart meter with Customer Interface Unit	Ea	
4.A.13		Install three phase smart meter with Customer Interface Unit	Ea	
4.A.14		Install external smart metering modern with antenna	Ea	
4.A.15		Commission a Data Concentrator/Gateway onto a back plate	Ea	
4.A.16		Install Data Concentrator/Gateway with standard modem (Minisub/Ground Mount Kiosk)	Ea	
4.A.17		Install Data Concentrator/Gateway with external antenna (Minisub/Ground Mount Kiosk)	Ea	
4.A.18		Disconnect supply point if meter found bypassed / tampered or illegally connection and issue tamper fine for 1Ø supply point and take 2 photos. (PPU or SPU)	Ea	
4.A.19		Disconnect supply point if meter found bypassed / tampered or illegally connection and issue tamper fine for 3Ø supply point and take 2 photos. (PPU or SPU)	Ea	
4.A.20		Reconnect supply point remedial charge has been paid for 1Ø supply point and take 2 photos. (PPU or SPU)	Ea	
4.A.21		Reconnect supply point remedial charge has been paid for 3Ø supply point and take 2 photos. (PPU or SPU)	Ea	
4.A.22		Investigate PPU meter by performing meter trip test, seal all meters that has passed trip and capture field data using own handheld Units (HHU) for a 1Ø & 3Ø supply point.	Ea	
4.A.23		Investigate SPU meter using a meter verifier and capture field data, perform meter accuracy test, observe and capture remarks using own handheld Unit (HHU) for a 1Ø phase supply point.	Ea	
4.A.24		Investigate SPU using a meter verifier and capture field data, perform meter accuracy test, observe and capture remarks using own handheld Unit (HHU) for a 3Ø phase supply point.	Ea	
4.A.25		Coding of an STS meter	Ea	
4.A.26		Removal of ground mount Kiosk	Ea	

4.A.27		Removal of Plinths	Ea	
4.A.28		Vermor Proofing	Ea	
4.A.29		Stenciling	p/letter	
4.A.30		Install Labels	Ea	
		B. Overhead Network	Ea	
4.B.1	D-DT-3236	2 Way Fibre Glass Box for Split Metering	Ea	
4.B.2	D-DT-3236	4 Way Fibre Glass Box for Split Metering	Ea	
4.B.3	D-DT-3055	8 Way Fibre Glass Box for Split Metering	Ea	
4.B.4	D-DT-3236	2 Way Steel Box for Split Metering	Ea	
4.B.5	D-DT-3236	4 Way Steel Box for Split Metering	Ea	
4.B.6	D-DT-3236	6 Way Steel Box for Split Metering	Ea	
4.B.7	D-DT-3236	8 Way Steel Box for Split Metering	Ea	
4.B.8	D-DT-3236	12 Way Steel Box for Split Metering	Ea	
4.B.9		Remove LV Pole Top Boxes	Ea	
4.B.10		Install Single Rate Single Phase Meter	Ea	
4.B.11		Install Single Rate Three Phase Meter	Ea	
4.B.12		Install single phase smart meter with Customer Interface Unit	Ea	
4.B.13		Install three phase smart meter with Customer Interface Unit	Ea	
4.B.14		Install external smart metering modern with external antenna	Ea	
4.B.15		Install Data Concentrator/Gateway with standard modem inside a Pole Top Box	Ea	
4.B.16		Install Data Concentrator/Gateway with external antenna inside a Pole Top Box	Ea	
		C. LPU Metering	Ea	
4.C.1	D-DT-0865	Install LPU Meter Kiosk	Ea	
4.C.2		Installation of LPU Metering panels – indoor including all connection	Ea	
4.C.3		Installation of LPU Metering panels – outdoor including all connections	Ea	
4.C.4	D-DT-0338	Installation of LPU meters - H-Pole F Frame mounted sheet 2	Ea	
		D. Repairing trenching, driveways and paving with appropriate material (180 to 200mm wide) subject to negotiations with the Project Co-ordinator of the necessity to subcontract		

4.D.1		Tar	m2	
4.D.2		Paving	m2	
4.D.3		Cement/Driveways	m2	
4.D.4		Gardens	m2	
4.D.5	D-CT 22 S1C R0	Concrete Trench Cover	m2	
4.D.6		Remove and re-install the existing LV cable at K-clamp or mechanical clamp / gland	Ea	
4.D.7		10KA TO 25KA (Circuit Breaker) single pole/double pole	Ea	
4.D.8		10KA to 25 KA (Circuit Breaker) tripple pole	Ea	
4.D.9		Single Phase Meter	Ea	
4.D.10		Three phase Meter	Ea	
4.D.11		Split Meter	Ea	
4.D.12		ABC Midspan Joint 35mm ² (2 core)	Ea	
4.D.13		ABC Midspan Joint 35mm ² (4 core)	Ea	
4.D.14		ABC Midspan Joint 70mm ² (4 core)	Ea	
4.D.15		ABC Midspan Joint 35mm ² (3 core)	Ea	
4.D.16		ABC to ABC IPC connection	Ea	
4.D.17		Bare Neutral to Insulated Neutral IPC	Ea	
4.D.18	D-DT-3055	ABC to pole top connection-2-way	Ea	
4.D.19	D-DT-3055	ABC to split meter pole top box 2-way	Ea	
4.D.20	D-DT-3055	ABC to pole top connection-4 way	Ea	
4.D.21	D-DT-3055	ABC to split meter pole top box 4-way	Ea	
4.D.22	D-DT-3055	ABC to pole top connection-8 way	Ea	
4.D.23	D-DT-3055	ABC to split meter pole top box 8-way	Ea	
4.D.24	D-DT-0247	Under-strung earth wire/LV bare wire spool tie assembly	Ea	
4.D.25	D-DT-0248	Under strung wire/LV bare wire shackle helical dead end assembly	Ea	
4.D.26	D-DT-0260	200/400kVA isolation transformer statistical metering assembly	Ea	
4.D.27	D-DT-0309	3 phase lv fuse holder (sheet 1 of 3)	Ea	
4.D.28		Feeder Label	Ea	

4.D.29	D-DT-0309	dual phase lv fuse holder (sheet 2 of 3)	Ea	
4.D.30	D-DT-0309	1 phase lv fuse holder (sheet 3 of 3)	Ea	
4.D.31	D-DT-0338	LV services, pole mounted spu (sheet 3 of 6) Including Fuse Labelling where necessary	Ea	
4.D.32	D-DT-0338	LVservices, pole mounted lpu (sheet 2 of 6) Including Fuse Labelling where necessary	Ea	
4.D.33	D-DT-0338	LV services, ground mounted spu (sheet 5 of 6)	Ea	
4.D.34	D-DT-0338	LV services, ground mounted lpu (sheet 4 of 6)	Ea	
4.D.35		Single phase pre wired meter kiosk including the cable termination to the kiosk and all connections to mcb's and meters excluding strapping	Ea	
4.D.36		Three phase pre wired meter kiosk including the cable termination to the kiosk and all connections to mcb's and meters excluding strapping	Ea	
4.D.37		Installation of raptor protector	Ea	
4.D.38	05TI-09	Installation of an anti climbing device-pole	Ea	
4.D.39	05TI-09	Installation of an anti climbing device-stay	Ea	
4.D.40	09TB-01	Installation of bird flapper	Ea	
5. RECOVERING OF STRUCTURES, INSULATORS, LINE HARDWARE AND CABLE COMPONENTS				
Prices are to include the recovery in good condition of poles, crossarms, insulators and line hardware, the transporting of these items to the nearest Eskom Regional Distribution Centre store (Minor works) TSC SAP store for Field Services work, and the backfilling consolidation and levelling of soil from excavations.				
Prices shall be in terms of meters of conductor/cable recovered and shall include for the coiling of the recovered conductor onto drums provided by Eskom, and the transporting of the conductor/cable as coiled to the nearest Eskom Operational Store.				
5.1		Woodpoles 5-7m dismantling of complete structure including loading and return to Eskom.	Ea	
5.2		Removal of SPU unit with rails	Ea	
5.4		Removal of LPU unit (indoor and outdoor)	No	
5.5		Mv & Lv Stay assemblies complete excluding stay rod	Ea	
5.6		Reposition of stay		
5.7		Mv & Lv Recovering of conductor per phase(Coductor Fox, Mink, Oak, Hare, Squirrel, Pine Magpie, 35)	M	
5.8		Recovering of LV (Cable above ground)	M	

5.9		Recovering of LV (Cable below ground)	M	
5.10		Removal of minisub circuit breaker	Ea	
5.11		Removal of poly meter	Ea	
5.12		Removal of split meter	Ea	
5.13		Removal of ED / ECU	Ea	
5.14		Removal of single phase meter box	Ea	
5.15		AP4 meter box + pipe	Ea	
5.16		Removal of JB02 meter box	Ea	
5.17		Removal of JB06 meter box	Ea	
5.18		Removal of LPU metering panel indoor	Ea	
5.19		Removal of LPU metering panel outdoor	Ea	
5.20		Removal of stay rod , cut 500m below ground	Ea	
DISMANTLE GROUND OR POLE MOUNTED TRANSFORMERS				
5.21		5 – 100 kva- single pole (including CT/VT units)	Ea	
5.22		200 – 500 kva- platform pole mounted/ground/ 400-630A LPU mv switchgear(RMU) indoor	Ea	
5.23		1MVA	Ea	
5.24		Freestanding RMU		
5.25		Breakers pole mount	Ea	
6.TRANSFORMER & ASSEMBLY (LATEST REVISION APPLIES)				
6.1	D-DT-0627	MV AND LV earthing	Set	
6.2		Installation of waterproofing and sealant	m2	
Miscellaneous				
6.3		Installation of conductive cement	MM	
Prices quoted shall be in terms of "m of conductor strung" (route length) and shall include for the carting of full drums of conductor to site,the running off and stringing of conductor,tensioning to correct tension or sag,the installation of armour rods				
7.STRINGING				
7.1		Stringing of LV Bundle conductor per metre of conductor + Tensioning	M	

7.2		50% of span length LV abc and service connections can be claimed for stringing for strain structure replacement per circuit	M	
7.3		Stringing of Airdac conductor per metre of conductor + Tensioning	M	
Cable ends to be looped to provide slack				
LV CABLE,(Less than 1000 volt)(SHEET 6 OF 8) D-DT 0854				
7.4		General trench excavations to a depth of 750 mm, backfilling and compacting per metre		
A		In Class 1 soft soil	M	
B		In Class 2 pickable soil	M	
C		In Class 3 clay soil	M	
D		In Class 4 marshy soil	M	
E		Rock trench	M	
F		Road Crossing – Digging	M	
G		Road Crossing – Bulleting	M	
H		Install Sleeves	Ea	
H		Dispose of Excavated Material at approved disposal site	m3	
7.11		LV cable termination onto LV ABC- unfused		
A	D-DT 0831	LV cables ≤ 70 mm ² 3-core shall be terminated using a cable end cap (see D-DT-3148) and tubing set (see D-DT-3138). The LV cable shall be securely strapped to the pole at 1 m intervals using 12 mm stainless steel strapping (see D-DT-3131) and strap buckles (see D-DT-3110). 1xIPC per phase connection and 2x IPC for the neutral connections shall be used. An electrical warning / hazard sign (see D-DT-3202) shall be fitted to the pole. The warning sign shall be installed at a height of 3 m or immediately below the barbed wire anti-climbing device.	Ea	

B	D-DT 0831	LV cables $\geq 70 \text{ mm}^2$ 4-core shall be terminated using an outdoor termination kit with break out boot(see D-DT-3147). The LV cable shall be securely strapped to the pole at 1 m intervals using 12 mm stainless steel strapping (see D-DT-3131) and strap buckles (see D-DT-3110). 1xIPC per phase connection and 2x IPC for the neutral connections shall be used. An electrical warning / hazard sign (see D-DT-3202) shall be fitted to the pole. The warning sign shall be installed at a height of 3 m or immediately below the barbed wire anti-climbing device.	Ea	
7.12		LV cable termination onto transformer- unfused		
A	D-DT 0833	LV cables $\leq 70 \text{ mm}^2$ 3-core shall be terminated using a cable end cap (see D-DT-3148) and tubing set (see D-DT-3138). The LV cable shall be securely strapped to the pole at 1 m intervals using 12 mm stainless steel strapping (see D-DT-3131) and strap buckles (see D-DT-3110). LV cable phase and neutral conductors shall be connected to the transformer bushings using lugs having M12 fixing holes (see D-DT-3102).	Ea	
B	D-DT 0831	LV cables $\geq 70 \text{ mm}^2$ 4-core shall be terminated using an outdoor termination kit with break out boot(see D-DT-3147). The LV cable shall be securely strapped to the pole at 1 m intervals using 12 mm stainless steel strapping (see D-DT-3131) and strap buckles (see D-DT-3110). LV cable phase and neutral conductors shall be connected to the transformer bushings using lugs having M12 fixing holes (see D-DT-3102).	Ea	
7.13		LV cable termination onto LV ABC- fused,		
A	D-DT0834	LV cables $\leq 70 \text{ mm}^2$ 3-core shall be terminated using a cable end cap (see D-DT-3148) and tubing set (see D-DT-3138). The LV cable shall be securely strapped to the pole at 1 m intervals using 12 mm stainless steel strapping (see D-DT-3131) and strap buckles (see D-DT-3110). 1xIPC per phase connection and 2x IPC for the neutral connections shall be used. An electrical warning / hazard sign (see D-DT-3202) shall be fitted to the pole. The warning sign shall be installed at a height of 3 m or immediately below the barbed wire anti-climbing device. The correct LV fuse holder to accomodate the specified NH00 or NH02 fuses shall be used.	Ea	

B	D-DT0834	LV cables $\geq 70 \text{ mm}^2$ 4-core shall be terminated using an outdoor termination kit with break out boot(see D-DT-3147). The LV cable shall be securely strapped to the pole at 1 m intervals using 12 mm stainless steel strapping (see D-DT-3131) and strap buckles (see D-DT-3110). 1xIPC per phase connection and 2x IPC for the neutral connections shall be used. An electrical warning / hazard sign (see D-DT-3202) shall be fitted to the pole. The warning sign shall be installed at a height of 3 m or immediately below the barbed wire anti-climbing device. The correct LV fuse holder to accommodate the specified NH00 or NH02 fuses shall be used.	Ea	
7.14		LV cable termination onto transformer-fused,		
A	D-DT0836	LV cables $\leq 70 \text{ mm}^2$ 3-core shall be terminated using a cable end cap (see D-DT-3148) and tubing set (see D-DT-3138). The LV cable shall be securely strapped to the pole at 1 m intervals using 12 mm stainless steel strapping (see D-DT-3131) and strap buckles (see D-DT-3110). LV cable phase and neutral conductors shall be connected to the transformer bushings using lugs having M12 fixing holes (see D-DT-3102). The correct LV fuse holder to accommodate the specified NH00 or NH02 fuses shall be used.	Ea	
B	D-DT0836	LV cables $\geq 70 \text{ mm}^2$ 4-core shall be terminated using an outdoor termination kit with break out boot(see D-DT-3147). The LV cable shall be securely strapped to the pole at 1 m intervals using 12 mm stainless steel strapping (see D-DT-3131) and strap buckles (see D-DT-3110). LV cable phase and neutral conductors shall be connected to the transformer bushings using lugs having M12 fixing holes (see D-DT-3102). The correct LV fuse holder to accommodate the specified NH00 or NH02 fuses shall be used.	Ea	
A		16 mm ² 2-core	Ea	
B		16, 25 mm ² 4-core	Ea	
C		70 mm ² 4-core	Ea	
D		150 mm ² 4-core	Ea	
7.20		Laying of the cable only	M	
7.21		Strapping of the cable to the pole (MV & LV) every 500mm	Ea	
7.22		Cable Joint (Install Only)		
A		Make-Off a Cable Joint - 4-Core 16mm sq LV Cable	Ea	

B		Make-Off a Cable Joint - 4-Core 25mm sq LV Cable	Ea	
A		Make-Off a Cable Joint - 4-Core 70mm sq LV Cable	Ea	
B		Make-Off a Cable Joint - 4-Core 120mm sq LV Cable	Ea	
A		Make-Off a Cable Joint - 4-Core 185mm sq LV Cable	Ea	
B		Make-Off a Cable Joint - 4-Core 240mm sq LV Cable	Ea	
8. LV service connections (rates includes excavations/planting/backfilling/ compaction for poles. Concentric cables between dwellings and ABC tie in up to 40m)				
8.1		Lv service connection direct to dwelling (Type A) complete –DDT0360 (Stringing of concentric UP TO 40M ANYTHING GREATER THEREAFTER CHARGE PER METER, ecu/ed installation, installation certificate and all connections) (sheet 1,2 & 3 of 5)	Ea	
8.2	DDT 0361	Lv service connection with service pole (Type B) complete (as above) DDT0361 (this entails only the service connection hardware assembly, the planting for the pole is priced under item 2.9)	Ea	
8.3	DDT 360	LV ECU / ED / passive base installation DDT360. (sheet 4 of 5)	Ea	
8.4		Split meter (D-DT-3145) installation		
8.5	DDT 0189/0363	LV ABC Service distribution box assembly DDT0180 / DDT0363	Ea	
8.6		Retrofit / conversion from conventional to S tariff (complete)	Ea	
8.7		Retrofit / conversion from S tariff to conventional (complete)	Ea	
8.8		Sealing of meter	Ea	
		9. Service Connections		
9.1		Installation only of pre-paid energy dispenser units, including SPU back-plate	Ea	
9.2		Stringing only of Airdac Conductor and drill access duct hole	M	
9.3		Installation only of Pole Top Boxes (4 way and 8 way) with stainless steel strapping	Ea	
9.4		Morsdorfer Installation	Set	
9.5		Conversion (Removal of existing and replace with proposed) Prepaid Energy Dispensary Units (e.g. 20A replaced by 60A) <i>or shifting</i> of meter	Ea	
9.6		Excavate cable trenches not exceeding 600mm wide and 800mm deep in the pickable material. Including backfilling with excavated material and compact	M	

9.7		Laying of conductor in excavated trenches	M	
9.8		Dig Holes, plant 7m poles, backfilling and compact: Pickable	Ea	
9.9		Dig Holes, plant 7m poles, backfilling and compact: Rocky	Ea	
9.10		Upload of PCS file and completion of application form with meter number, date of installation and other relevant technical information still outstanding on application form	per connection	
9.11		Airdac From pole top box to 7m service pole only	M	
9.12		Dig hole in a rocky area by means of a pneumatic drill	Ea	
9.13		Mount meterbox to 7m pole	Ea	
9.14		Connect service cable to meter per dwelling including drip loop	Ea	
9.15		Connect 2 core cable from meter to the socket inside the <i>dwelling</i>	Ea	
9.16		Secure backing board to the dwelling	Ea	
9.17		Mount socket outlet to the backing board	Ea	
9.18		Connect socket outlet per dwelling	Ea	
9.19		Test installation and provide COC (<i>ED and ECU</i>)	Ea	
9.20		Shifting of Meter (from informal to formal house)	Ea	
9.21		Mounting/ Installation of Split Metering	Ea	
9.22		Mounting of Ready Board & Keypad	Ea	
BoQ Total Activities				
10		For any material purchased the tax invoice should be submitted and the handling fee will be paid as follows: Invoice plus 7% mark up		
11. TRANSPORT				
		Transport cost will include the distance from contractor's office to the site		
		NOTE: Contractors will only get paid for additional trips if these are specifically requested and authorised by the Employer's Representative		
11.1		LDV	km	
11.2		Personnel Transport for Staff	km	

11.3		8 ton truck	km	
11.4		8 ton truck with crane (4 x4) &(2 x 4)	km	
Transport Total				

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

Executive overview

1.1 Background

Historically, the Low Voltage (LV) network operated without a formal maintenance strategy. Equipment was run to failure, resulting in frequent outages, reduced reliability, and limited control over operational costs. This reactive approach hindered both performance and revenue recovery.

Recognizing these challenges, the business has now adopted a preventative maintenance strategy. This new approach emphasizes:

- Performance and reliability of supply: Ensuring consistent service delivery to customers.
- Revenue recovery: Reducing losses associated with downtime and equipment failure.

LV Maintenance and Refurbishment contract will align with the latest industry practices, with rapidly growing capacity demands and improved technology, this initiative represents a significant step forward. The preventative strategy not only enhances operational efficiency but also positions the network to meet future requirements with resilience and sustainability

1.2 Scope of Work

The scope of work / specification for LV Maintenance is detailed below as follows:

- Poles, Stays and Structures
- Excavations for pole holes and, stays
- Planting of poles
- Dismantling of damaged poles
- Assemblies of LV structures
- Installation of stays
- Correct Earthing and Bonding

Stringing

- Re-stringing of conductor for upgrading purposes and tensioning
- Repair/Replace line hardware's and other line accessories,

Cable Trenches

- Road Crossing - Digging
- Road Crossing - Bulleting
- Supply and Install Sleeves
- Excavations for cable trenches
- Installation of bedding and blanket soil

LV service connections

Equipment:

- Installation of ground mounted transformer
- Installation of pole top transformer
- Installation of Morsdorf fuse bases

- Installation of smart meters for overhead
- Installation of smart meter for underground network
- Installation of pole top meter boxes for PPU, SPU and LPU connections
- Installation of ground mounted meter boxes for PPU, SPU and LPU connections
- Replacement of LV bare conductor with ABC bundle,
- Installation of pole top boxes,
- Re-conditioning of LV kiosk boxes, and
- Installation of high-risk steel ground mounted kiosks
- Installation of high-risk pole top mounted kiosks
- Installation of smart metering data concentrators
- Labelling/Numbering of poles and kiosks after replacement or new installation
- Installation of ready boards
- Installation of MCB
- Installation or repair of LV underground cables
- Replacement of LV underground cables
- Planned maintenance
- Breakdown maintenance

Dismantling

- Dismantling of pole top mounted transformer
- Dismantling of minisub
- Dismantling on any LV Kiosk
- Removing Plinth
- Dismantle ground or pole top mounted transformers
- Dismantle free standing RMU
- Dismantling of existing Ready boards
- Dismantle and Removal of structures-Wood Poles
- Dismantle and Removal of structures-Stays and Plates
- Dismantle and removal of MV or LV Conductor
- Dismantle Service Cable

Disconnections

- Disconnect of illegal connections and issue tamper fine for 1Ø supply point and take 2 photos. (PPU or SPU)
- Disconnect supply point if meter found bypassed / tampered or illegally connection and issue tamper fine for 3Ø supply point and take 2 photos. (PPU or SPU)
- Reconnect supply point remedial charge has been paid for 1Ø supply point and take 2 photos. (PPU or SPU)
- Reconnect supply point remedial charge has been paid for 3Ø supply point and take 2 photos. (PPU or SPU)
- Investigate PPU meter by performing meter trip test, seal all meters that has passed trip and capture field data using own handheld Units (HHU) for a 1Ø & 3Ø supply point.
- Investigate SPU meter using a meter verifier and capture field data, perform meter accuracy test, observe and capture remarks using own handheld Unit (HHU) for a 1Ø phase supply point.
- Investigate SPU using a meter verifier and capture field data, perform meter accuracy test, observe and capture remarks using own handheld Unit (HHU) for a 3Ø phase supply point.
- Coding of meters

Employer's requirements for the service

The contractor is to ensure compliance with the following:

- a) Wireman's license (Single Phase Tester, Installation Electrician or Master Electrician)
- b) Department of Labour registration as Electrical Contractor
- c) Operation Regulation for High Voltage System
- d) MV and LV authorisation (Eskom accreditation)
- e) CIDB registration, updating and maintenance of registration

- f) CSD registration and continuous compliance maintenance. Should the Contractor not maintain their compliance status of their CSD, no work can be issued during the period of non-compliance. Should the non-compliance not be rectified within 4 weeks of becoming aware, this will be treated as a default and the Employer will be entitled to contractual remedy in terms of Clause 90 of the core clauses in the main conditions of contracts as per the NEC3 TSC, the default will be seen as "Hindering the Employer."




1.3.1 Interpretation and terminology





The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
GC	Gauteng Cluster
PSIRA	Private Security Industry
CIDB	Construction Industry Development Board
CSD	Central Supplier Database
NEC3 TSC	New Engineering Contract version 3 – Term Service Contract
MS	Microsoft
LV	Low Voltage

1.3.2 Acceptance of Eskom SHEQ Policies and Procedures

The attached documents form part of this legal binding contract; the Contractor confirms that he has familiarized himself with all the embedded documents from **1 to 7** as indicated.

No	Unique Identifier	Revision	Document Title
1	240-DX-GP-003T	1	ENVIRONMENTAL SPECIFICATIONS  Environmental%20Specification%20Criteria
2	240-77471499	3	Annexure B: Acknowledgement Form for Eskom SHE Rules and other Requirements  Annexure B.pdf
3	SHE SPEC	X	SHE Specification High Risk / Construction Project  SHE SPEC LV MAINTENANCE AND

4	240-77471651	3	Annexure C 1: OHS Tender Evaluation Template (High risk)  Annexure C OHS Tender Evaluation.pdf
5	QM 58	3	Supplier Quality Management: Specification  240-105658000 Supplier Quality Manag
6	240-68099512	9	Tender & Contract Quality Requirements  Cat 1 Form A Tender & Contract Quality Re
7	240-12248652	7	Supplier Quality Management: List of Tender Returnable Documents  240-12248652 (Rev 7)_List of Tender Retu

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

FORMAT OF THE PLAN

The *Contractor* shall submit his Plan in terms of the conditions of contract. The *Contractor* is to submit a first Plan for acceptance within **5 working days** before the issue of a Project Task Order. The *Contractor* is to submit a revised Plan for acceptance at each site meeting when instructed to do so by the Project Manager.

The Plan shall be in the form of an approved **Gantt Chart** containing the following information:

- **All construction activities**, including milestones, initial tasks, critical path, required Outages, and target *Dates*. All potential risk activities should be clearly indicated on the **critical path**.
- Every activity on the programme will be clearly linked to **labour** resources and **equipment** required to perform the specific activity.
- **Weather delays** in accordance with the requirements of the core clauses of the main contract conditions.
- **Projected weekly progress** on *site* for the entire duration of the project, where the project will exceed a duration of 1 week.
- **Completion and hand-over Dates** for formal inspection by the site supervisor must be indicated.
- A column showing the **daily tempo of all the construction activities** must be indicated next to the activity on the programme.
- **Project expenditure** on a weekly basis for the entire duration of the contract.

The following project phases and activities are minimum requirements for the Plan:

- **Site Establishment** and Material Delivery – Lead times to be specified.

- **Preparation work** – Work that can be completed without the necessity of power outages
- **Outage work** – Work that must be completed under outage conditions.
- **Planned outages** to be included in the Plan
- **Contractors float** to be included and indicated on the Plan.
- **The Plan will always be on site and in the possession of the Contractor's Site Manager.** In addition to the maintaining of this programme, the *Contractor* will report progress to the *Project Manager* at each site meeting or at request of the *Project Manager*.
- The *Contractor* shall also provide an organisation chart **showing the personnel to be employed for the works**, along with a detailed CV of all key personnel.
- Should any deviations to the Plan be required, the *Contractor* shall submit a revised Plan to the *Project Manager* within one week of such deviations being brought to the *Contractor's* attention.
- The Outages must be arranged with *Employer* via the Outage arrangement procedures, as a pre-requisite for the acceptance of the Plan by the *Project Manager*.
- Acceptance of any Plan by the *Project Manager* shall have no contractual status other than an indication that the *Project Manager* is satisfied as to the order in which the work is to be carried out, and that the *Contractor* undertakes to perform all work in accordance with the accepted Plan.
- The *Project Manager* retains the right to alter the accepted Plan should circumstances on *site* necessitate such a change.

OTHER INFORMATION TO BE SHOWN ON THE PLAN.

The following Statutory non-working days are included within the contract period:

- All Public Holidays during the duration of the works.

The plan must clearly indicate the non-working days for the entire project period.

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:
Risk register and compensation events	Weekly	On site or MS Teams	<i>Employer, Contractor</i> and all required stakeholders
Overall contract progress and feedback	Monthly	On site or MS Teams	<i>Employer, Contractor</i> and all required stakeholders
Scope of Work	Daily before work commencement	On site or MS Teams	<i>Employer, Contractor</i> and all required stakeholders

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

All Contractor Management, Supervision and Key People are to be in compliance with the Construction regulations and Eskom Requirements. The *Contractor* is to submit an organogram showing all key people involved in the contract Seven (7) days after contract award. All Key Personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2.5 Documentation control

- Document management control will be handled as per the *Employer's* document and records management procedure 32-6,32-21 which is obtainable from the *Employer's* representative.
- All correspondence is to be addressed to the *Project Manager* with a chronological numbering system.
- All NEC standard forms shall be used, e.g., Task orders, Early warnings, defect certificates and assessments.

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
Accounts Payable Section
Megawatt Park
No. 1 Maxwell Drive
Sunninghill

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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

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

2.7 Contract change management

- The *Employer* may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the *Contractor* in writing to be valid.
- Any compensation event will be done with the use of ISO approved Task Order Modification form

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

To substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. State in what form these records are to be kept and how accessed by the Employer

2.9 Insurance provided by the *Employer*

Refer to Annexure A - General ACAR Confirmation of Insurance which is updated annually for information of the limits of cover to be provided by the Contractor.

The contractor is to ensure that all deductible limits are updated on their insurance policies as they are made available by the Employer annually.

2.10 Training workshops and technology transfer

The Contractor's employees are to be trained on all required courses, if they do not have.

2.11 Design and supply of Equipment

Not Applicable.

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

2.12.1 Equipment

Operating manuals are to be provided to the Employer for all equipment supplied by the Contractor to the Employer.

2.12.2 Information and other things

The *Contractor* shall take photos and video of the new / existing LV cable route before and after construction. Photos and Video to be stored on digital media and submitted to Eskom. Photos to be date and time stamped and clearly visible and should accurately represent the conditions on-site before and after construction.

The photos and video is to protect Eskom and the contractor from claims that may arise from statutory bodies, non-statutory bodies, service providers, or any other third parties. Where the contractor fails to adhere to this condition, it will be concluded that the contractor is at fault and that the contractor would need to reinstate as may be required by Eskom, statutory bodies, non-statutory bodies, service providers, or any other third parties at the contractor's own cost.

2.13 Management of work done by Task Order

Work will be executed by the administration of Task Orders

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

Task Orders may include things to be provided by the Employer under a Task Order and the conditions under which the Employer or Others are to work.

Task Orders shall be issued for approved scope and compensation events, which at the time of the award could not be foreseen.

The Contractor may not under any circumstance execute any additional work outside the parameters of the issued Task Order. Prior approval from the Project manager must be obtained.

There might be delays in providing approval of additional works to the Contractor by the Project Manager due to internal governance processes of the Employer requiring to be fulfilled. The Project Manager is to agree with the Contractor a suitable time period for providing acceptance or rejection of any additional cost where required.

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 Section 1.3.2. to this Service Information.

3.2 Environmental constraints and management

The *Contractor* shall comply with the health and safety requirements contained in Section 1.3.2. to this Service Information

3.3 Quality assurance requirements

The *Contractor* shall comply with the health and safety requirements contained in Section 1.3.2. to this Service Information

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

All people employed by the *Contractor* to perform LV Maintenance repairs should have Police Clearance before work can commence.

The *Contractor's* employees shall be sober when carrying out their duties and may be subjected to random breathalyser tests.

Work will only commence after the instruction via Task Order and permit to work has been issued to the Contractor.

4.1.2 BBBEE and preferencing scheme

The criteria set out as per the Invitation to Tender shall apply

4.1.3 SDL & I Requirements

Refer to the SDL&I requirements attached to the tender enquiry.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Subcontracting does not form part of mandatory requirements for pre-qualification.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

There are no subcontracting requirements under this contract

4.2.3 Limitations on subcontracting

It is not feasible to sub-contract since this project is for emergencies.

4.3 Plant and Materials

4.3.1 Specifications

The *Contractor* shall supply only Eskom approved material or products, approved at the time when Eskom request the material to be supplied. The onus lies with the *Contractor* to ensure the latest Eskom approved material and products are supplied and take note that material or products may vary over time. Eskom authorised engineering department(s) can be approached for more information on Eskom approved material. Where Eskom authorised engineering department(s) cannot supply details regarding approved material, the *Contractor* will be notified, and the *Contractor* shall then make material proposal(s) to meet the requirements of the Eskom authorised engineering department(s).

The *Contractor* shall also supply drawings, specifications, test certificates or any other documents that may be required by the Eskom authorised engineering department(s) related to such material proposals. The Eskom authorised engineering department(s) will then advise which products may be used. Only after the Eskom authorised engineering department(s) have specified the approved material products or selected the most suitable material product; may the *Contractor* source the material.

The *Contractor* shall test the thermal resistivity of imported bedding and blanket soil at an accredited SANAS laboratory, after installation, at intervals of 500m along the LV cable route length in accordance with SANS 10198-5 and prove that the imported soil meets the required thermal resistivity values as per the requirements of the bill of quantities. Test certificates to be documented and stored on an electronic media and submitted to Eskom. Where the imported soil test results (as described above) does not meet the requirements of the BOQ, the *Contractor* will remove and replace the imported soil at its own cost, until the required thermal resistivity values are met. Eskom will not take over and pay for imported soil that has not been tested as described above

4.3.2 Correction of defects

The *Contractor* shall guarantee workmanship on all work performed for up to 2 years after formal completion and formal handover of work performed on Eskom assets, back to Eskom. Should any material or asset failure or deterioration occur, then the *Contractor* shall replace or reinstate the material or asset at its own cost. The *Contractor* shall also perform labour to replace or reinstate the material or asset at its own cost. This condition becomes null and void if it can be proven that the failure or deterioration was not due to *Contractor* negligence. Without any proof, the condition remains in full force.

4.3.3 Contractor's procurement of Plant and Materials

Material will be issued as per fault identification and derived scope of work.

4.3.4 Tests and inspections before delivery

All materials shall be regularly tested at the manufacturers' factories. The *Contractor* shall make sure that regular quality control tests are carried out to ensure that good quality of the materials is maintained.

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

The Employer requires warranties from the *Contractor* to be in favour of the Employer and not just to the favour of the *Contractor* during the life of the contract.

4.3.6 Cataloguing requirements by the *Contractor*

Not Applicable.

5 Working on the Affected Property

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

- a) The *Contractor* shall ensure a Responsible person (in terms of the ORHVS) is available and on-site, during site meetings, inspections, work being performed or any other instances where the contractor's employees are on-site. Contractor to acquire all Eskom Permits, as well as other permits from other statutory bodies of which includes but is not limited to the following:
- National roads agency.
 - Provincial and/or metropolitan roads agencies;
 - Dept. of Water and Forestry;
 - Dept. of Environmental Affairs and Tourism;
 - Local metropolitan / municipal town councils; and
 - Any other statutory body that may be considered a stakeholder
- b) Applications to the water, rail and local authorities shall be made in accordance with 34-820, 34-1812 and 34-822.

5.2 People restrictions, hours of work, conduct and records

- a) The *Contractor* shall ensure that Eskom approved and specified PPE is worn by all employees during site meetings, inspections, work being performed or any other instance where the *Contractor's* employees are on-site.
- b) The *Contractor* shall ensure that all contractor specific Risk Assessment Procedures, Quality Management Systems, Health and Safety Specifications, Environmental Plans, Safety Inspections, OHSA appointments, and Non-Conformance Process are in place and available on-site and can be presented to Eskom when requested to do so.
- c) *Contractor* to keep record of working hours and number of staff in the project file. To also file records of subcontractors

5.3 Cooperating with and obtaining acceptance of Others

- a) The *Contractor* shall ensure the wayleaves and approvals from all statutory bodies, non-statutory bodies, service providers, or any other third parties for the new / existing cable route obtained from Eskom have not expired, prior to and during to construction. The *Contractor* shall ensure wayleaves and approvals are renewed as necessary, throughout the duration of the construction or site works until the work is completed and Eskom assets are formally handed back to Eskom. The *Contractor* shall furthermore ensure that all requirements from the statutory bodies, non-statutory bodies, service providers, or any other third parties are adhered to, and will complete and submit project close out and project completion documentation as may be

required by these statutory bodies, non- statutory bodies, service providers, or any other third parties to them. Copies of these documents to be submitted to Eskom as well.

Eskom Permits and permits from other statutory bodies from which permission may have to be obtained are:

- National roads agency;
- Provincial and/or metropolitan roads agencies;
- Dept. of Water and Forestry;
- Dept. of Environmental Affairs and Tourism;
- Local metropolitan / municipal town councils; and
- Any other statutory body that may be considered a stakeholder.

b) Applications to the water, rail and local authorities shall be made in accordance with 34-820, 34-1812 and 34-822.

5.4 Records of *Contractor's* Equipment

Records of *Contractor's* equipment are to be kept on file on site whereby the *Project Manager* has access to this file at all times.

5.5 Equipment provided by the *Employer*

The *Employer* provides no equipment to the *Contractor*.

5.6 Site services and facilities

5.6.1 Provided by the *Employer*

No site services and facilities will be supplied by the *Employer* for the execution and completion of this project

5.6.2 Provided by the *Contractor*

The *Contractor* shall provide all facilities and services needed for execution of the works as the provision of Preliminaries and General and Bill of Quantities

5.7 Control of noise, dust, water and waste

The *Contractor* must comply with Safety, Health and Environment (SHE) Requirements

5.8 Hook ups to existing works

The *Contractor* must comply with Safety, Health and Environment (SHE) Requirements

5.9 Tests and inspections

5.9.1 Description of tests and inspections

The *Contractor* shall perform soil compaction testing along the LV cable route length in intervals of 300m. Test results shall be signed off and submitted to Eskom on a test certificate in paper and electronic format.

The *Contractor* shall also perform soil compaction testing in all areas where reinstatement occurred and/or where required by statutory bodies, non-statutory bodies, service providers, or any other third parties.

5.9.2 Materials facilities and samples for tests and inspections

For Eskom soil compaction testing, a DCP (dynamic cone penetrometer) must be used. Five blows on a given test with this device may not exceed 150mm in soil depth. (Equivalent to 90% Mod AASHTO.) If the depth is exceeded, then the Eskom engineer must be notified immediately. For statutory bodies, non-statutory bodies, service providers, or any other third parties, the *Contractor* shall adhere and comply to the requirements of these bodies, service providers, or any other third parties.

6 List of drawings

Drawings issued by the *Employer*

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

Drawing number	Revision	Title

Annexure A



To whom it may concern

This letter serves to confirm the insurance cover as follows:

Insurer	:	ESCAP SOC Ltd
Insured	:	Eskom SOC Ltd including National Transmission Company of South Africa (NTCSA) SOC Ltd, Eskom Rotek Industries SOC Ltd, and other its wholly owned subsidiaries
Additional Insureds	:	Entities dictated by financial or operational interest of the Insured, each for their respective rights and interest

All contractors undertaking work for or on behalf of the Named Insured but only in respect of the execution of any contract(s) (the "Contracts") between the contractor and Named Insured (it being understood that where the Named Insured undertakes the work they shall be deemed to be the "Contractor" provided that their rights hereunder shall not exceed the rights of any independent contractor working on behalf of the Named Insured) (hereinafter called the "Contractor").

All subcontractors employed by the Contractor and all other subcontractors (whether nominated or otherwise engaged but only in respect of the fulfilment of the contract(s)) (hereinafter called the "Subcontractor") for their respective rights and interests.

Any reference to Insured in this Policy shall apply to the Named Insured and where applicable the Additional Insured listed above. Cover in respect of contractors and subcontractors shall only be provided to the extent that the Named Insured undertakes in the contracts with the

ESCAP SOC Ltd
Maxwell Drive Megawatt Park Sunninghill Sandton
PO Box 1091 Johannesburg 2000 SA
Tel +27 11 800 6804 Fax +27 11 800 4737 www.eskom.co.za

Escap SOC Ltd Reg No 1993/003340/30

A

Additional Insured between the Named Insured and Contractor and/or Subcontractor to provide the

Insurance coverage found in this policy (hereinafter called the "Insurance Cover") for such parties

Policy name	:	Annual Construction All Risks
Period of insurance	:	01 April 2026 – 31 March 2027
Policy limit	:	<p>Section I - Contract Works:</p> <p>Basic project value of R 500 million up to R 1 billion and 60 months at inception, thereafter unlimited in value and project time up to completion.</p> <p>Section II - Contract Works Public Liability:</p> <p>R25 million, any occurrence or series of occurrences arising out of one event</p>
Policy coverage	:	Direct physical loss of or damage to any part of the Works and property insured including while in transit or at storage, including third party liability.
Policy deductibles	:	As per table below

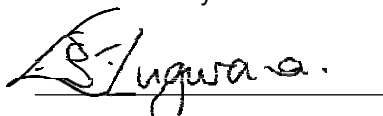
Deductible	Division / Coverage
Section I – Contract Works	
R 500,000	Physical Damage to Property
R10 000 000	Transmission – Theft and Vandalism
R 5,000,000	Distribution - Theft & Vandalism
R1 000 000	Eskom Rotek Industries – Theft and Vandalism
R 50,000	Debris Removal
R 50,000	Debris Removal (No Damage)
R 25,000	Borrowing of plant for commission purposes
R 1,000	Documentation
Section II – Contractors' Public Liability	
R 50,000	Damage resulting from Fire and Spread of Fire
R 20,000	All other losses

Note:

Cover is only limited to projects declared for the insurance period stipulated above and as verified and finalised by the Insurer.

Should you have any queries relating to this insurance cover, please contact the Insurer at SivhunTS@eskom.co.za

Yours sincerely

A handwritten signature in black ink, appearing to read 'S. Sivhugwana', is written over a horizontal line.

Shadrack Sivhugwana

Escap SOC Ltd – Chief Executive Officer

Date: 16 April 2026