



NEC3 Term Service Contract (TSC3)

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

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

for The establishment of an enabling agreement with a panel of 20 service providers for the provision of auditing, capturing, disconnections, reconnections and replacement of prepaid, faulty and tampered meters with smart meters for the Central East Cluster (Kwa-Zulu Natal Operating Unit and Free State Operating Unit) on an 'as and when' required basis for a period of thirty-six (36) months.

Contents:

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Part C2 Pricing Data

Part C3 Scope of Work

Enquiry Number: E3302DXKZNOU

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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C1.2a Contract Data provided by the <i>Employer</i>	
C1.2b Contract Data provided by the <i>Contractor</i>	

C1.1 Form of Offer & Acceptance

Offer

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

The establishment of an enabling agreement with a panel of 20 service providers for the provision of auditing, capturing, disconnections, reconnections and replacement of prepaid, faulty and tampered meters with smart meters for the Central East Cluster (Kwa-Zulu Natal Operating Unit and Free State Operating Unit) on an 'as and when' required basis for a period of thirty-six (36) months.

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	Rates Based
	Value Added Tax @ 15% is	Rates Based
	The offered total of the amount due inclusive of VAT is ¹	Rates Based

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Eskom Holdings SOC Limited
25 Valley View Road, New Germany, 3610

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

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	_____	Eskom Holdings SOC Limited 25 Valley View Road, New Germany, 3610
Name & signature of witness	_____	_____
Date	_____	_____

C1.2a TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <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): KZN OU	Lwazi Nzama
	Address	Eskom Holdings SOC Ltd 25 Valley View Road, New Germany
	Tel	031 710 5328
	e-mail	nzamalw@eskom.co.za

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

The <i>Service Manager</i> is (name): FS OU		Ntsebeng Makana
Address		Eskom Holdings SOC Ltd 120 Henry Street Westdene Bloemfontein 9301
Tel		051 505 5044
e-mail		makanane@eskom.co.za
11.2(13)	The <i>service</i> is	The establishment of an enabling agreement with a panel of 20 service providers for the provision of auditing, capturing, disconnections, reconnections and replacement of prepaid, faulty and tampered meters with smart meters for the Central East Cluster (Kwa-Zulu Natal Operating Unit and Free State Operating Unit) on an 'as and when' required basis for a period of thirty-six (36) months.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	27 May 2027
30.1	The <i>service period</i> is	36 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	From the 26th day of each month to the 25th day of the next month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Fourteen (14) days after the receipt of a valid TAX invoice for EME & QSE companies

		Thirty (30) days after the receipt of a valid TAX invoice for LME companies
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	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	To be advised on Purchase Order issue if applicable
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	1 week

11 Data for Option W1

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

12 Data for secondary Option clauses

X1	Price adjustment for inflation																						
X1.1	The <i>base date</i> for indices is	[•].																					
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td>non-adjustable</td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable	
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X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																					
X17	Low service damages																						
X17.1	The <i>service level table</i> is in	[•]																					

X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Employer’s limitation of liability

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

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

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

Z11 Ethics

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

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

83.2 The *Contractor* provides the insurances stated in the Insurance Table A

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.

C1.2b Contract Data

Part two - Data provided by the *Contractor*

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
	CV's (and further key person's data including CVs) are in .	
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R
C	Target contract with price list	
11.2(12)	The <i>price list</i> is in	

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

PART C2: PRICING DATA

TSC3 Option C

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

C2.1 Pricing assumptions: Option C

How work is priced and assessed for payment

Clause 11 in the core clauses and Option C clauses of the NEC3 Term Service Contract (TSC3) state:

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.
		(18) The Price for Services Provided to Date is the Defined Cost which the <i>Contractor</i> has paid plus the Fee.
		(20) 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.

The Prices in the Price List 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

In this Option the Price List is used as a means of arriving at a target price. Clause 54.1 in Option C 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.

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 related to items of service priced in the *price list*.

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 C 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 C;
- Understands the Price List is only used as a means of arriving at a target and that work done is paid for at Defined Cost and the resulting Fee;
- 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*

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 *price list* includes 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 *price list* includes 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 *price list* includes 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*

PPU Audit Contract			
Item nr	Description	Unit	Unit Rate
	Capture Electronic Data & GPS Co-Ordinates, Full Name, Surnames, Transformer CNL, Township Name, National ID Number of Legal Occupant Electronically. Test Meter According To Prescribed Procedure/Standard & Seal If Required - EXISTING CUSTOMERS (Audit & clean up whole transformer before moving to the next transformer zone)	Each	
	Capture Electronic Data & GPS Co-Ordinates ,Full Name, Surnames, Township Name, Transformer Cnl National ID Number of Legal Occupant Electronically. NON-ELECTRIFIED, (Audit & clean up whole transformer before moving to the next transformer zone)	Each	
	Sealing of all unsealed meters and capturing of digital photos before and after - Common base meter	Each	
	Sealing of all unsealed meters and capturing of digital photos before and after - Non-common base meter	Each	
	On Split/Smart Meters Capture Electronic Data & GPS Co-Ordinates, Full Name, Surnames, Transformer CNL, Township Name, National ID Number of Legal Occupant Electronically, Test Meter According To Prescribed Procedure/Standard & Seal If Required	Each	
	Tampered split/smart meter disconnection/removal, issue tamper notice & data capturing	Each	
	Capture Electronic Data & GPS Co-Ordinates, Full Name, Surnames, Transformer CNL, Township Name, National ID Number of Legal Occupant Electronically, Test Meter According To Prescribed Procedure/Standard & Seal If Required - EXISTING CUSTOMERS (Audit & clean up whole transformer before moving to the next transformer zone) – TARGETED AUDITS	Each	
Preliminary & General		Unit	Unit Rate
	Accommodation <i>Accommodation allowance to ONLY be used on request from Eskom and approval by designated Eskom representative for contractor staff. This can only be claimed if contractor is requested to work outside the sector base-supporting invoice is required for your claim</i>	Night (pp/pn)	
	Transport <i>Travel kilometres will be claimed from the nearest CNC in the allocated zone to the relevant site. Kilometres from the contractor's head office to the allocated zone cannot be claimed. (Subject to tracker) Google map can only be used when the tracker is faulty for one month and upfront approval from Contract Manager.</i>	Km	

	Health & Safety, including PPE & safety file (% of labour cost only, excluding preliminary and general items)	%	
	Tools and equipment (% of labour cost only, excluding preliminary and general items)	%	
	Allowance for storage and safe-keeping of free-issue material (% of labour cost only, excluding preliminary and general items)	%	
	<i>Penalties for not dealing with Tampered customers - contractor will be charged 2 times the normal rate of item No. 10, to be deducted from the invoice</i>	R/installation	
	<i>Penalties for not dealing with faulty meters - contractor will be charged 2 times the normal rate of item No. 11 or 12, to be deducted from the invoice</i>	R/installation	
	Meter installation and accessories	Unit	Unit Rate
	Stringing of LV service cable direct to dwelling (from the pole top box to the pre-paid meter) (Type A) to brick dwelling	m	
	Stringing LV service connection to house from cable	m	
	Stringing of LV service connection with service pole (from the pole top box to the pre-paid meter) (Type B) to mud dwelling	m	
	Installation of Smart /Slit METER BS FOOTPRINT 60A PLC	Ea	
	Installation of DIN RAIL SINGLE PHASE PLC SMART SPLIT METER WITH CIU 60A	Ea	
	Installation of DIN RAIL SINGLE PHASE PLC SMART SPLIT METER WITH CIU 20A	Ea	
	Installation of BS FOOTPRINT SINGLE PHASE SMART SPLIT METER WITH CIU + INTERNAL/PLUG-IN GSM MODEM	Ea	
	Installation of BS FOOTPRINT SINGLE PHASE SMART SPLIT METER WITH CIU + EXTERNAL GSM MODEM	Ea	
	Installation of GATEWAY/DATA CONCENTRATORS (DCU) + EXTERNAL GSM MODEM	Ea	
	Installation of READYBOARD,SPLIT METER 2x16A SKTS D3176	Ea	
	CUSTOMER INTERFACE UNIT(CIU)	Ea	
	Smart Split meter or split meter communication test	Ea	
	CABLE ELECT:1000 V; TCU GSW;10 MM2 in 2.9m long, 25mm pipe(DDT3127). Underground service cable.	Ea	
	Dismantling of POLE,WOOD 5M- 7M	Ea	
	Hand planting of POLE,WOOD 5M-7M	Ea	

Document reference	Title	No of pages
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C3.2	<i>Contractor's</i> Service Information	
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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

The establishment of an enabling agreement for the provision of auditing, capturing, disconnections, reconnections and replacement of prepaid, faulty and tampered meters with smart meters for the Central East Cluster (Kwa-Zulu Natal Operating Unit and Free State Operating Unit) on an 'as and when' required basis for a period of thirty-six (36) months.

2 Executive overview

The generic scope of work is stated below.

Capture (Audited) of Eskom prepaid meters and capturing of all data by means of a Trimble device, Data capturing will include the following fields, GPS, Coordinates and All Customer Details as Well as Replacement of Identified Faulty and Tampered Meters Disconnections/Reconnections and for Remedials Identified During the Previous Contract Period and Not Actioned. The contractor needs to replace any fault meters with the Smart meter.

3 Employer's requirements for the service

ON SPLIT/SMART METERS, ECU'S AND ED'S CAPTURE (AUDITED) DATA BY MEANS OF ELECTRONIC DEVICES, CAPTURING, GPS, CO-ORDINATES AND ALL CUSTOMER DETAILS AS WELL AS REPLACEMENT OF IDENTIFIED FAULTY AND TAMPERED METERS DISCONNECTIONS/RECONNECTIONS AND ALSO FOR REMEDIALS IDENTIFIED DURING THE PREVIOUS CONTRACT PERIOD AND NOT ACTIONED. THE CONTRACTOR NEED TO REPLACE PROPRIETARY AS WELL AS MAG CARDS METERS. LABEL INSTALLATIONS AS AND WHERE REQUIRED. IMPLEMENT KRN 2(KEY REVISION NUMBER IF APPLICABLE)

1) Function One: Capturing of Customer's Data

2) Function Two: Remedial Action

1) Function One: Capturing of Customer's Data.

- This contract will cover the collection and capture of data as well as revisits of "No Access" (Visits) @ electrified and **non-electrified** installations and capturing of GPS co-ordinates as per ESKOM's standards as well as on instruction by the project controller, as per 2) REMEDIAL ACTIONS, replacement of identified faulty or non-common base or Tampered meters removal & Reconnections. Hereinafter referred to as the "WORKS".

Mandatory Action.

A. PRIOR TO WORKING IN THE PROJECT, THE CONTRACTOR'S REPRESENTATIVE AS WELL AS AN ESKOM REPRESENTATIVE MUST NEGOTIATE WITH **ALL** THE LOCAL COMMUNITY LEADER/S AND/OR COUNCILLOR/S. NEGOTIATIONS MUST EG INCLUDE THE FOLLOWING:

A) HOW CONTRACTOR PERSONNEL WILL BE IDENTIFIED BY THE LOCAL COMMUNITY, (PHOTO PERMITS SHOWN ON DEMAND). B) AUDIT PROCESS THAT INCLUDES OBTAINING CUSTOMER'S PERSONAL DETAILS EG NATIONAL ID, FULL NAMES & SURNAME. C) FAULTY METER CHANGE-OUTS AS WELL AS DISCONNECTION OF IDENTIFIED TAMPERED METERS, ILLEGAL METERS/INSTALLATIONS, PROPRIETARY AND MAG CARD METERS. WRITTEN PROOF OF NEGOTIATIONS/MEETING MINUTES AS WELL AS SIGNED ATTENDANCE LIST WILL BE REQUIRED TO SUBSTANTIATE PROCESS FOLLOWED.

B. THESE ESKOM PERSONNEL MUST BE INFORMED: THE LOCAL CNC SUPERVISOR/WORKS CO-ORDINATOR, DELIVERY CONTROLLER AND THE REVENUE PROTECTION TEAM LEADER THAT THE CONTRACTOR WILL BE WORKING IN THAT PROJECT. THIS IS TO BE DONE IN WRITING AND THE ESKOM PERSON NEEDS TO SIGN THE DOCUMENT. – DOCUMENTS TO BE AUDITED / VERIFIED.

The contractor will be responsible for ensuring that the Transformer number in the field matches that in the Electrical Schematic Diagrams (known as the line drawings or supplied network maps) and must correlate with the Alt ID assigned to customers off that transformer zone. This will be entered into the 1st line of the address (designated for the Alt ID) and NOT in the house number filed (which is for the numeric as it appears on the house. The official ESKOM Line drawings or supplied map must be used as the reference for the correct Transformer number. The electronic captured audit data the Excel spreadsheet described below, containing the collected customer data as specified as in addendum 1. It is therefore important for the contractor to follow the feeder line from the transformer and record **ALL** the customers/installations on that feeder. This is to ensure that the whole transformer supply zone was recorded).

- ESKOM will be responsible to ensure that all data collected and submitted per Transformer/Township/Network meets its Data Quality criteria, i.e. GPS points of Customers lie within the acceptable zone space of the corresponding Transformer GPS point, Transformer names on Line drawings/Network breakers correlate with Customer AltID's as specified in this document. ESKOM (RP) will return unacceptable data records with reasons for correction to the contractors for rework. (Contractor Reports)
- In the event of a field being empty, for example, no telephone number, this must be indicated with a blank field and note in the "Remarks" field of the Excel spreadsheet.
- The supplied Excel spreadsheet will be designed in such a way that it can easily be copied into ESKOM's PCS upload, FAT or CNL tools, as it sees fit to upload the data to CC&B.

Eskom Customer Services personnel in the specific Customer Service Area that the audit is done will be responsible for the PCS files uploads with specific KPIs in place to ensure that all work given to them is actioned timeously.

Separate workbooks per Network Breakers/township/project must be used. After testing the meters and found nothing wrong, i.e. meter not tampered or faulty, plastic inserts that are protecting the fastening screws, still in place, the meter must be sealed. (Tool less Seals will be supplied by the affected CNC that requested the audit)

Seal numbers used to be captured unto spreadsheet

Process in the event of 'Nobody at home':

Indicate all stand numbers of all houses with ESKOM numbers (whether connected or not).

TWO (2) visits minimum will be made to these customers. These visits must be made on different dates, i.e. once in the week and 2nd time during the weekend.

"NO ACCESS/NOT AT HOME" MUST BE RECORDED UNTO SPREADSHEET FOR RECORD PURPOSES. (Also to ensure that the required minimum 80% visit target was achieved for invoice payment)

On first visit, leave a note for the customer advising of planned second visit, and then if second visit also finds nobody at home, then leave a second note for the customer to contact Customer Service Centre to give required details. (08600 37566)

(Not AT Home leaflets are available from ESKOM Revenue Protection.)

Indicate that the customer was not at home by stating "NO" in the "At Home" and "NO" in the "No A

NO	FIELD	COMMENT	MANDATORY?
1	AUDIT DATE (CCYY/MM/DD)	MUST BE IN THE FORMAT OF CCYY/MM/DD - NO SPACES	MANDATORY
2	TOWNSHIP NAME (AS PER PROJECT LIST)	TOWNSHIP NAME AS PER THE LIST OF PROJECTS ISSUES	MANDATORY
3	TRANSFORMER CNL (AS PER LINE DRAWINGS)	TRANSFORMER ALPHA & NUMERIC AS IT APPEARS ON THE DD'S. (NO SPACES, LEADING ZEROS OR SYMBOLS)	MANDATORY
4	PREPAID OR CONVENTIONAL	IS THE SUPPLY A PREPAID SUPPLY OR CONVENTIONAL SUPPLY? MUST ENTER	MANDATORY

	(P/C)	EITHER YES OR NO.	
5	PREPAID HOUSE NUMBER (NUMERIC AS ON HOUSE)	FOR PREPAID SUPPLIES ONLY. IF NO NUMBER ON THE HOUSE, ASK CUSTOMER FOR METER CARD OR APPLICATION TO SEE IF YOU CAN FIND A HOUSE NUMBER.	TRY EVERYTHING POSSIBLE TO GET THIS (IF NUMBER DEFINITELY NOT AVAILABLE LEAVE BLANK)
6	CONVENTIONAL INSTALLATION NUMBER (AS ON METER)	FOR CONVENTIONAL SUPPLIES ONLY. WHAT IS INSTALLATION NUMBER ON THE METER?	TRY EVERYTHING POSSIBLE TO GET THIS (IF NUMBER DEFINITELY NOT AVAILABLE LEAVE BLANK)
7	CONVENTIONAL ADDRESS (IF MORE DATA AVAILABLE)	FOR CONVENTIONAL SUPPLIES ONLY. PHYSICAL ADDRESS, INCLUDING LOT/STAND NUMBERS	TRY EVERYTHING POSSIBLE TO GET THIS (IF NUMBER DEFINITELY NOT AVAILABLE LEAVE BLANK)
8	LATITUDE (DDMMSS.SSSS)	MUST BE IN THE LATITUDE FORMAT (SOUTH) DDMMSS.SSSS (I.E. 6NUMERIC.3NUMERICS)	MANDATORY
9	LONGITUDE (DDMMSS.SSSE)	MUST BE IN THE LONGITUDE FORMAT (EAST) DDMMSS.SSSE (I.E. 6NUMERIC.3NUMERICE)	MANDATORY
10	AT HOME (YES/NO)	MUST ENTER EITHER YES OR NO. NO BLANK FIELDS WILL BE ACCEPTED. THIS IF THE CUSTOMER WAS HOME OR NOT EVEN IF ACCESS WAS NOT GRANTED.	MANDATORY
12	CONNECTED (YES/NO)	MUST ENTER EITHER YES OR NO. NO BLANK FIELDS WILL BE ACCEPTED	MANDATORY
13	ABANDONED (YES/NO)	MUST ENTER EITHER YES OR NO. NO BLANK FIELDS WILL BE ACCEPTED	MANDATORY
14	VANDALISED (YES/NO)	HAS THE METER BEEN VANDALISED? IF NO ACCESS TO THE HOUSE (I.E. "AT HOME" IS NO) - LEAVE FIELD BLANK	MANDATORY - WHERE "ACCESS" AND "CONNECTED" ARE YES (LEAVE BLANK WHERE "ACCESS" IS NO)
15	ACCOUNT (IF AVAILABLE)	THIS IS THE CUSTOMER'S ESKOM ACCOUNT NUMBER - THE CUSTOMER MAY NOT HAVE A RECORD OF THIS.	TRY EVERYTHING POSSIBLE TO GET THIS (IF NUMBER DEFINITELY NOT AVAILABLE LEAVE BLANK)
16	ID NUMBER (13 CHARACTERS)	THIS IS THE CUSTOMER'S NATIONAL ID NUMBER AS PER THEIR IDENTITY DOCUMENT.	MANDATORY
17	SURNAME	SURNAME OF OWNER OF HOUSE	MANDATORY
18	FULL NAMES	FIRST NAMES OF OWNER OF HOUSE	MANDATORY
19	PHONE CODE (NO SPACES & NO SYMBOLS)	TELEPHONE CODE OR 1ST 3 DIGIT OF CELL PHONE	WHERE AVAILABLE (IF NUMBER DEFINITELY NOT AVAILABLE LEAVE BLANK)
20	PHONE NUMBER (NO SPACES & NO SYMBOLS)	TELEPHONE NUMBER OR REMAINING 7 DIGITS OF CELL PHONE	WHERE AVAILABLE (IF NUMBER DEFINITELY NOT AVAILABLE LEAVE BLANK)
21	NORMAL VENDOR	WHERE DOES THE CUSTOMER USUALLY	MANDATORY

	(WHERE TOKENS USUALLY BOUGHT)	BUY THEIR ELECTRICITY TOKENS? PROVIDE THE NAME OF THE SHOP/BUSINESS ETC	
22	MOST RECENT VENDOR (WHERE LAST TOKEN BOUGHT)	WHERE DID THE CUSTOMER BUY THEIR MOST RECENT ELECTRICITY TOKEN?	MANDATORY
NO	FIELD	COMMENT	MANDATORY?
23	PREPAID METER NUMBER (NO SPACES & NO SYMBOLS)	METER SERIAL NUMBER OF THE PREPAID METER INSTALLED IN THE HOUSE	MANDATORY "CONNECTED" ARE YES
24	METER TYPE (MANUFACTURER)	MANUFACTURER OF METER	MANDATORY
25	TARIFF INDEX OF METER (AS PER LIST AND METER)	TARIFF INDEX AS PER THE CODING ON THE METER. EXAMPLE: 01, 02, 03, 04, 06, 07, 07, 08, 09, 10, 11, 13, 14, 15, 16, 50, 51, 52, 52, 53, 54, 55, 56.	MANDATORY
26	AMP LIMIT (2.5, 10, 20 OR 60)	AMP LIMIT OF THE METER IN THE HOUSE - CHOOSE FROM THE OPTIONS IN THE HEADING	MANDATORY
27	COMMON OR NON-COMMON BASE METER (C/NC)	ONLY ENTER C FOR COMMON BASE OR NC FOR PROPRIETARY/ NON-COMMON BASE	MANDATORY
28	MAG CARD OR KEY PAD (M/K)	ONLY ENTER A M FOR MAG CARD OR K FOR KEY PAD	MANDATORY
29	CONVENTIONAL METER IN PLACE? (YES/NO)	FOR PREPAID AND CONVENTIONAL. IF THE SUPPLY IS CONVENTIONAL OR HAS A PREPAID METER, BUT CONVENTIONAL METER ALSO IN PLACE, INDICATE WITH A YES.	MANDATORY
30	CONVENTIONAL METER DISK RUNNING? (YES/NO)	IS THE CONVENTIONAL METER RUNNING CORRECTLY? ENTER EITHER YES OR NO.	MANDATORY
31	CONVENTIONAL METER NUMBER	METER SERIAL NUMBER OF THE CONVENTIONAL METER INSTALLED IN THE HOUSE. IF 3 PHASE, NOTE ALL 3 NUMBERS IN THIS FIELD SEPARATED WITH '&'. .	MANDATORY
32	ILLEGAL CONNECTION (YES/NO)	DOES THE CONNECTION APPEAR TO ILLEGAL? PREPAID & CONVENTIONAL.	MANDATORY
33	TAMPERED (YES/NO)	HAS THE METER BEEN TAMPERED WITH? PREPAID & CONVENTIONAL.	MANDATORY
34	TAMPERED REMOVED (YES/NO)	STATE IF YOU REMOVED THE TAMPERED METER OR NOT (YES IF REMOVED, NO IF NOT REMOVED)	MANDATORY
35	TAMPER NOTICE NUMBER (WHERE	ENTER THE UNIQUE NUMBER OF THE TAMPER NOTICE ISSUED FOR THIS	MANDATORY - WHERE "TAMPER REMOVED" IS

	TAMPER REMOVED)	INSTALLATION.	YES
36	CARD TRIP (PASS/FAIL)	RESULT OF TEST	MANDATORY
37	E/L TEST (PASS/FAIL)	RESULT OF TEST	MANDATORY
38	FAULTY (YES/NO)	IS THE METER FAULTY? IF IT IS CHANGE THE METER AND COMPLETE THE NECESSARY FIELDS THAT FOLLOW. PREPAID & CONVENTIONAL.	MANDATORY
39	FAULTY REPLACED (YES/NO)	IF THE METER IS FAULTY, NOTE IF YOU CHANGED IT OR NOT. PREPAID ONLY.	MANDATORY
40	KRN 2	ENSURE THAT THE METER IS ON KRN2	MANDATORY
41	METER CHANGE- OUT FORM NO (AS PER METER CHANGE FORM)	ENTER THE UNIQUE NUMBER OF THE METER CHANGE OUT FORM USED FOR THIS INSTALLATION.	MANDATORY - WHERE METER REPLACED
NO	FIELD	COMMENT	MANDATORY?
42	NEW METER NUMBER (WHERE FAULTY METER REPLACED)	WHERE FAULTY METER IS REPLACED, THE NEW METER NUMBER MUST BE NOTED HERE. PREPAID ONLY.	MANDATORY - WHERE METER REPLACED
43	NEW METER TYPE	MANUFACTURER OF METER	MANDATORY - WHERE METER REPLACED
44	CARD TRIP ON NEW METER (PASS/FAIL)	RESULT OF TEST	MANDATORY - WHERE METER REPLACED
45	E/L TEST ON NEW METER (PASS/FAIL)	RESULT OF TEST	MANDATORY - WHERE METER REPLACED
46	COC DATE	ENTER DATE OF COC OF NEW METER REPLACEMENT	MANDATORY - WHEN METER REPLACED
47	SEALED (YES/NO)	AFTER REPLACING FAULTY OR RE- CONNECT A PAID TAMPERED METER, METER MUST BE SEALED	MANDATORY - WHEN METER REPLACED
48	SEAL NUMBER	SEAL NUMBER OF SUPPLIED PAIR NUMBERED SEALS USED TO SEAL METER	MANDATORY - WHERE METER SEALED BY YOU
49	KRN 2	CONFIRM THAT THE METER IS ON KRN 2	MANDATORY
50	REMARKS	ANY COMMENTS OF IMPORTANCE	NOTE ANY ABNORMALITY

2) Function Two: Remedial Action.

PROCESS TO BE FOLLOWED WHEN TESTING METERS IN THE FIELD AND THE REPLACEMENT/ DISCONNECTION/SERVICE REMOVAL/ RECONNECTION THEREOFF.

IDENTIFIED TAMPERED/ILLEGAL AND FAULTY METERS OF THE FIRST PROJECT MUST BE DISCONNECTED AND/OR REPLACED BEFORE ANOTHER TASKORDER WILL BE ISSUED.

THE RATE/SIZE OF ISSUE OF PROJECTS WILL DEPEND ON RESOURCES COMMITTED BY THE CONTRACTOR TO THIS CONTRACT.

NB. ALL operators DOING REMEDIAL WORK must BE AUTHORISED by an authorized Central East field services representative.

- a) USE EXISTING HOUSE NUMBER. IF NO NUMBER CAN BE FOUND, USE ALL MEANS AVAILABLE TO TRACE THE CORRECT NUMBER.
- b) IF THE ABOVE PROCESS STILL DOES NOT ENABLE THE FIELD WORKER TO IDENTIFY A NUMBER, THE FIELDWORKER SHALL ALLOCATE A NUMBER CORRESPONDING TO THE NEAREST DWELLING AND SHALL HAVE A SEQUENTIAL ALPHABETICAL LETTER, DEPENDS ON THE AMOUNT OF NON-NUMBERED DWELLINGS. "A" ONWARDS.
- c) ALL DATA SHALL BE CAPTURED AND RECORDED ON THE SUPPLIED EXCEL SPREADSHEET.
- d) Training Required AS PER DWN 34-372: All contractors employed by Eskom to perform prepaid meter installation/REMEDIALS shall be required to be authorized for LV Live Work Procedure SCSPVACH8 (Replacement of ED's and ECU's under live conditions), SCSPVABL6. (Connecting new S1 customer to an energized service box) and DISASADJ7 (Management of Certificate of Compliance for Electrical Installations).
THE CONTRACTOR SHALL ALSO COMPLY WITH CENTRAL EAST OPERATING UNIT REQUIREMENTS
ADDED ADVANTAGE:
ORHVS FOR RESPONSIBLE PERSONS (MODULES 1, 2, 3, 4 & 7)
- e) THE CONTRACTOR NEEDS TO SEND THE TEAM LEADERS ON A TRAINING COURSE FOR ACCREDITATION PRIOR TO STARTING THE CONTRACT IF REQUIRED. THE TEAM LEADERS NEED TO PASS THIS COURSE.
- f) CENTRAL EAST OPERATING UNIT AUTHORITY PERMITS MUST BE SUBMITTED TO THE ESKOM TECHNICAL SUPPORT REPRESENTATIVE AS PROOF OF BEEN AUTHORIZED BY ESKOM CENTRAL EAST OPERATING UNIT.
- g) Contractor's Authority Permits ARE ONLY VALID FOR A SPECIFIC PERIOD. Contractor to ensure that the authority PERMIT IS renewed timeously. If permit HAS EXPIRED, a Notification of Default will be issued.

1 DESCRIPTION OF THE WORKS

- a) THE CONTRACTOR WILL BE REGISTERED ON MATS (METER ASSET TRACKING SYSTEM) BY THE CNC STOREPERSON. NEW/SERVICEABLE METERS WILL BE SCANNED OUT TO THE CONTRACTOR. THE CONTRACTOR MUST ENSURE THAT THE METERS ARE KEPT SECURE
- b) THE PROJECT WILL BE DEFINED BY THE NAME/NETWORK USED BY ESKOM.

Faulty / Non-Common Base Meters

- c) IDENTIFY THE CUSTOMER AND THAT THERE IS A FAULTY OR PROPRIETARY/NON COMMON BASE METER. (THE PROPRIETARY METER CAN ONLY BE CHANGED OUT IF THE CUSTOMER HAS GOT AN EARTH LEAKAGE IN THE DISTRIBUTION BOARD. ED WITH ED, ECU WITH ECU.)
- d) PROPRIETARY METERS, THESE ARE METERS THAT DON'T HAVE A BARCODE OR STS LOGO ON THEM EG SERIAL NUMBER NORMALLY STARTS WITH AN "A" OR "C". NON – COMMON BASE/Magnetic cards meters. EG ELFA METERS MUST be replaced also. METERS ON FREE SUPPLY MODE MUST BE DISCONNECTED. TREAT SAME AS TAMPERED METER, BUT DO NOT ISSUE A TAMPER NOTICE.
- e) DOWNLOAD THE EXISTING METER TO IDENTIFY THE CREDITS, COMPLETE THE Meter Movement Form AND THEN ARRANGE FOR THE CREDITS TO BE DONE. CAPTURE INFO UNTO METER MOVEMENT FORM.
- f) TEST THE METER FOR NOT METERING (FREE SUPPLY MODE) AND RECORD. (PROCESSES TO BE FOLLOWED ARE ACCORDINGLY TO ESKOM'S STANDARDS AND

PROCEDURES: (I) REPLACEMENT OF ED'S & ECU'S DPC 34-1529, 34-120 AND SCSPVACH8)

- g) Meter Movement Forms to be delivered at least weekly, preferably daily, to the local Customer Services offices.

Tampered Meter.

- a) IDENTIFY THE CUSTOMER AND THAT THERE IS A TAMPERED METER.
- b) IF TAMPERED, THE METER MUST BE DISCONNECTED AS PER DPC 34-1529, 34-120 AND SCSPVACH8). I.E. CONNECTION MUST BE ISOLATED AT THE POLE MOUNTED SERVICE BOX (RED TAMPER STICKER MUST BE STICKED TO THE DISCONNECTED "LIVE" CONDUCTOR, METER CHECKED FOR "DEAD", METER REMOVED FROM INSTALLATION, CONDUCTOR DISCONNECTED FROM INSTALLATION.
- c) IF NEED BE, APPROX. LENGTH ATTACHED UNTO ROLLED CONDUCTOR. (SERVICE REMOVAL)
- d) REMOVED MATERIAL, (CONDUCTOR & METERS) TO BE KEPT SECURED IN STORAGE AREA FOR AT LEAST 10 DAYS AND DISPOSED OF VIA THE ESKOM "RETURN TO STORES" (IM104) PROCESS.
- e) PAYMENT WILL BE MADE ON DISCONNECTIONS/RECONNECTIONS AFTER TAMPER NOTICES ARE DELIVERED TO THE LOCAL CUSTOMER SERVICES OFFICES AND METERS WERE RETURNED TO STORES.
- f) CONTRACTOR TO ENSURE THAT TAMPER NOTICES ARE DELIVERED @ LEAST WEEKLY TO CUSTOMER SERVICES OFFICES. (DAILY IF POSSIBLE.)

Here follows a typical example.

- h) DISCONNECT THE POWER.
- i) REMOVE EXISTING METER AND REPLACE WITH NEW METER (SUPPLIED BY ESKOM), IF A FAULTY METER WITH A COMMON BASE, INCLUDING THE WIRING, WHERE APPLICABLE.
- j) IF NON-COMMON BASE, REMOVE OLD BASE AND INSTALL A NEW KEY PAD
- k) USING A PERMANENT MARKER, WRITE THE ALT ID ON THE BASE, INDICATE FAULT UNTO "Faulty ED Information" STICKER & AFFIX UNTO REMOVED FAULTY METER. THEN INSTALL THE NEW METER.
- l) RESTORE THE POWER, TEST THE METER, AND TEST THE EARTH LEAKAGE & POLARITY. ENTER EARTH LEAKAGE TRIP READING & POLARITY TEST INFORMATION ON METER MOVEMENT FORM.
- m) SEALING OF METERS – SEAL ALL NEW REPLACED METERS WITH THE PAIRED NUMBERED SEALS, IN ACCORDANCE WITH ESKOM PROCEDURE (DST 34-749 STANDARD FOR SEALING OF METERING EQUIPMENT) ENTER SEAL NUMBER ON THE METER MOVEMENT FORM. (IN THE "PLIER" BLOCKS SPACE) (SEALS WILL BE PROVIDED BY ESKOM AND MUST BE KEPT SECURED / CONTROLLED BY THE CONTRACTOR. UNUSED SEALS MUST BE RETURNED TO ESKOM ON COMPLETION OF THE CONTRACT)
- n) NEW METERS, THAT ARE FAULTY MUST NOT BE DAMAGED FURTHER AND MUST BE RETURNED TO ESKOM INDICATING THE FAULT.
- o) ENSURE THAT ALL THE RELEVANT INFORMATION IS CAPTURED. THIS INFORMATION MUST BE CAPTURED AT THE SAME TIME AS THE TEST IS CARRIED OUT. TAKE SPECIAL NOTE THAT THE NAME OF THE CONTRACTOR'S BUSINESS NAME IS ENTERED INTO THE "TSU REG / CONTR" SPACE.
- p) IF A TAMPERED METER IS TO BE REMOVED & CUSTOMER REFUSE ENTRY OR AFTER LEAVING A "NOT @ HOME" NOTICE, STILL WITHOUT SUCCESS. DISCONNECT THE CUSTOMER FROM THE POLE MOUNTED SERVICE BOX.
- q) COMPLETED METER MOVEMENT FORMS MUST BE HANDLED AS FOLLOWS: 1) First White form: THIS IS THE ORIGINAL SHEET WHERE ALL THE REQUIRED INFO IS WRITTEN. THIS SHEET MUST BE HANDED PREFERABLY WEEKLY TO THE CUSTOMER SERVICES OFFICES TO BE CAPTURED INTO THE MATS DATABASE. 2) Yellow form: THE YELLOW CARBON COPY SERVES AS THE CERTIFICATE OF COMPLIANCE THAT WILL BE HANDED TO THE CUSTOMER ON COMPLETION OF THE MMF AND THE JOB. 3) Blue form: THE BLUE CARBON COPY WILL BE ATTACHED TO THE MAXIMO WORK ORDER. 4) Pink form: THE PINK CARBON COPY WILL BE USED AS THE VENDOR SLIP IN THE EVENT THAT THE CUSTOMER IS TO RECEIVE A REFUND ON HIS/HER REMOVED

PREPAID METER. 5) Last white form (NOT PERFORATED): THIS WHITE CARBON COPY OF THE MMF WILL REMAIN IN THE MMF BOOK IN THE EVENT THAT A RECORD OF THE METER MOVEMENT IS REQUIRED .INSERT A HARD BACK PAGE OR PRESS HARD TO ENSURE BETTER QUALITY SELF INKING ON PAGES. FULL BOOKS TO BE RETURNED TO ESKOM.

r) HAND OUT ANY SAFETY AWARENESS INFORMATION, IF SUPPLIED BY ESKOM, TO THE CUSTOMER.

s) RETURN THE REMOVED METER AND BASE TO YOUR STORAGE SPACE. KEEP SECURED UNTIL RETURNED TO ESKOM'S RDC/CNC STORES. ENSURE THAT THE METERS ARE BOXED SEPARATE AS PER MANUFACTURER'S MAKE, AS WELL AS "FAULTY" AND "SCRAP" (NON – COMMON BASES & PROPRIETARY) METERS.

t) IF THE CONTRACTOR CANNOT ACCESS THE CUSTOMERS METER THEN THE "NO ACCESS" NOTIFICATION LETTERS (SUPPLIED BY ESKOM, MUST BE ISSUED TO ENSURE ACCESS ON A SPECIFIED DATE. IN CASES WHERE CUSTOMERS DO NOT COMPLY, SUCH SUPPLY SHALL BE TERMINATED IN A MANNER SPECIFIED BY ESKOM. THE POSITION AND RELEVANT INFORMATION FOR THESE INSTALLATIONS MUST BE CAPTURED EVERY TIME THE INSTALLATION IS VISITED.

u) THE OLD AND/OR DAMAGED PROPRIETARY METERS (NON-STs) OR FAULTY NON-COMMON BASE METERS THAT WERE REMOVED, NEED TO BE MADE DYSFUNCTIONAL PRIOR TO RETURNING TO ESKOM STORES. (DRILL A 10MM HOLE THROUGH THE DISPLAY AND THE CIRCUIT BOARD OF THE METER.)

v) ON RETURNING THE REMOVED/NOT USED SERVICEABLE METERS TO THE ESKOM STORE PLEASE COMPLETE THE "RETURN TO STORES"(IM – 104) FORM. AN ESKOM REPRESENTATIVE TO AUTHORIZE THIS FORM. ATTACH A LIST WITH THE FOLLOWING REQUIRED INFORMATION:

w)

Old Meter Number	Coc Number	New Meter Number	New Meter Type	Remedial Date	Remarks (Indicating Type Of Fault Or "Scrap")
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4 Management strategy and start up.

5 Management meetings

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

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.

6 Documentation control

Copies of all documents are to be submitted to Eskom as per the service information. The service providers are to keep their own copies of submitted documentation

All contractual documentation must have relevant contract number and purchase order number as reference as per Eskom Holdings SOC Ltd. Standards. Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC3 template and urgent contractor meetings can be in the form of sms. The use of sms's , emails does not override the use of applicable and relevant NEC3 standard templates, forms and Eskom Holdings SOC Limited procedures.

7 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

and include on each invoice the following information:

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

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

8 Contract change management

As per terms and conditions of the NEC TSC3 core clause 6.

9 Insurance provided by the *Employer*

The insurance provided by the Employer is addressed in the Contract Data

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

11 Equipment

None

12 Information and other things

As Requested

13 Management of work done by Task Order

As per task order

Notification To Be Given To The Relevant CLN Prior To Any Work Being Undertaken. Establish And Conduct Health And Safety Committee Meetings. For Further Details Refer To 34-316: Occupational Health And Safety Committee Systems

14 Health and safety, the environment and quality assurance

Health and safety risk management

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

Safety Specification

Stakeholder management, relations and accountabilities

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

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

Statutory Relationships

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

a) The overall responsibility for occupational health and safety requirements at the Division sites and work to be carried out on public property of Local Authorities shall remain with the Principal Contractor and his sub-contractor/s.

b) All documents referred to in this procedure will be made available to the Principal Contractor by the Procurement Department who will consult with the necessary role players (i.e. Line Management, Risk Management, Environmental Management, and/ or other specialist as the need may be).

c) The Client may however from time to time order variations, alternations, modifications, amendments, additions, changes, revisions, cancellations or insertions to health and safety requirements to be met by

Principal Contractors, via the organisational documentation control processes, provided that such requirements are communicated in writing to the other party.

d) Note: No extension of time will be allowed as a result of any action taken by Eskom in terms of, point c mentioned above, and the Principal Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to Legislation or the Regulations or reasonable amendments to Eskom's Safety and Operating procedures shall entitle the Principal Contractor to claim any additional costs incurred in complying therewith from Eskom.

e) If a Principal Contractor considers any of the requirements in the procedure as being too onerous, exemption from specific clauses may be requested in writing through the Procurement Department who will consult with the relevant role players (i.e. Risk Management, Field Services, Major Engineering Works and Capital Programme).

f) Any difficulty experienced with the interpretation of this procedure may be discussed at any time with the Procurement Department who will consult with the necessary role players.

g) The OHS Act Requirements "Acknowledgement of Receipt form for Principal Contractors" shall be completed and signed by the Principal Contractor on award of the contract.

15 Health and safety risk management

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

Working above Ground Level

a) The Principal Contractor shall ensure that employees are issued with a Fall Arrest System as the minimum personal protective equipment in accordance with the following procedure – DPC_34-1402 Procedure for Using Fall Arrest System.

b) The team must have an appointed Supervisor when work is performed above ground level at all times.

c) Ladders shall be in accordance with Eskom specifications and regular inspections shall be conducted. For further details refer to DPC_34-724: Inspection of fiberglass extension ladders.

Supervision:

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

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

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

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

a) A Flash Report to be submitted within 24 hrs. after the incident to the designated Eskom Official e.g. the Project Manager, Risk Management Representative;

b) Conduct a Preliminary Investigation within 24 hrs. after the incident;

c) Conduct the Formal Investigation within 7 working days after the incident.

Non-compliance

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

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

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

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

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

Contractor Occupational Health and Safety Program

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

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

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

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

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

OHS Act Legal Appointments:

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

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

General Safety Specifications

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

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

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

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

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

- ii. All combustible refuse must be removed from the inside of all buildings at the close of each day. All other waste must be removed at least once a week.
 - iii. The construction site should be suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorised persons.
 - iv. Waste and debris shall not be disposed of from a high place with a chute, unless the chute complies with the requirements as set out in Construction Regulation 12(6).
 - v. Material left lying about after completion of the contract will be removed by Eskom and the cost debited to the contract price.
 - vi. Eskom will not be held responsible for the loss of any material dealt with in this manner.
 - vii. The Principal Contractor must ensure that the work site is kept tidy for the duration of the contract.
 - viii. Construction sites in built- up areas or along traffic routes should be fenced off to prevent the entry of unauthorised persons.
 - ix. Visitors should not be allowed access to construction sites unless accompanied by or authorized by a competent person and provided with the appropriate protective equipment.
 - x. Fire extinguishing equipment shall be properly maintained and inspected at suitable intervals by a competent person.
 - xi. Access to fire extinguishers such as hydrants, portable extinguishers and connections for hoses shall be kept clear at all times.
 - xii. All Supervisors and a sufficient number of workers shall be trained in the use of fire extinguishing equipment, so that adequately trained personnel are readily available during all working periods.
 - xiii. Workers shall be suitably trained in the action to be taken in the event of fire, including the use of means of escape.
 - xiv. Where appropriate, safety symbolic signs shall be provided to indicate clearly the direction of escape in the case of fire.
 - xv. Sufficient and suitable means to give warning in case of fire shall be provided, where this is necessary, to prevent danger. Such warning should be clearly audible in all parts of the site where persons are liable to work. There should be an effective evacuation plan so that all persons are evacuated speedily without panic and accounted for and all plant and processes shut down.
 - xvi. Notices should be posted at conspicuous places indicating: the nearest fire alarm and the telephone number and address of the nearest emergency services.
- d) Use and Storage of Flammable Liquids, Solids and Gases
- i. The Principal Contractor shall ensure that none of his/her employees work in an area where the vapour of any flammable liquid, solid or gas generated is of such an extent that a potential fire or explosion hazard is created, endangering the safety of any persons.
 - ii. The Principal Contractor shall ensure that all flammable liquids, solids and gases are stored in stores built for that purpose.
 - iii. Secure storage areas should be provided for flammable liquids, solids and gases in order to prevent trespassers.
 - iv. Flammable liquids on site should be stored in a well- ventilated, reasonably fire resistant container, cage or room and kept locked with proper access control measures in place.
 - v. When decanting, the metal containers should be bonded or earthed.
 - vi. The appropriate type and adequate amount of fire- fighting equipment shall be installed in suitable locations around the flammable liquid, solid or gas store/handling areas.
 - vii. The appropriate safety symbolic signs shall be affixed at all entrances/handling areas, prohibiting smoking and naked flames.
 - viii. Combustible materials such as packing materials, sawdust, greasy/oily waste and scrap wood or plastic should not be allowed to accumulate in workplaces but should be kept in closed metal containers in a safe place.
- e) First Aid and Facilities
- i. The Principal Contractor shall ensure that a sufficient number of trained first aiders are appointed for the number of employees on site.
 - ii. Taking into account the type of injuries that are likely to occur on site, the nature of the activities performed and the number of employees at such a work site, the Principal Contractor shall ensure that the first aid box contains the minimum requirements in accordance with the General Safety Regulations.
 - iii. First aid kits or boxes shall not contain anything besides material for first aid emergencies.

- f) Hazardous Chemical Substances (Act 36 of 1947)
- i. If the Principal Contractor's activities in performing the work, involve the handling of any hazardous chemicals or substances the Contractor shall implement such precautionary measures as may be required by the relevant legislation.
 - ii. The Principal Contractor must conduct an assessment to determine which employees are exposed to which hazardous chemical substances and shall provide the affected employees with the required training and personal protective equipment.
 - iii. Training shall also be provided by the Principal Contractor on the correct use, care and limitations of such personal protective equipment.
- g) Personal Protective Equipment
- i. The provision and use of personal protective equipment by employees is the Principal Contractor's responsibility. The Contractor shall be responsible to ensure that such equipment is worn at all material times.
 - ii. It is also the responsibility of the Principal Contractor to do a risk assessment to establish what type of PPE his employees are required to wear based on the nature of the hazard and the type, range and performance of the protection required.
 - iii. The Principal Contractor shall ensure that contractor employees are trained in the correct use, care, maintenance and limitations of PPE.
 - iv. Workers working alone on construction sites in confined spaces, enclosed premises or in remote or inaccessible places should be provided with an appropriate alarm and the means to rapidly summons assistance in an emergency.
 - v. All personal protective clothing provided by the Principal Contractor to his/her employees should clearly display its' Company logo.
 - vi. Construction Welfare Facilities
 - vii. An adequate supply of wholesome drinking water should be provided at or within reasonable access of every construction site
 - viii. The following facilities should, depending on the number of workers and the duration of the work, be provided, kept clean and maintained at or within reasonable access of every construction site:
 - ix. Sanitary and washing facilities or showers.
 - x. Facilities for changing and for the storage and drying of clothing.
 - xi. Men and women workers should be provided with separate sanitary and washing facilities.
- h) Information and Training
- i. The training of Principal Contractor employees in occupational health and safety matters relevant to their work is the responsibility of the Principal Contractor, unless other arrangements have been made contractually.
 - ii. The Principal Contractor shall ensure that his officials and employees are acquainted with all relevant provisions of the Occupational Health and Safety Act, the Regulations and the requirements of all relevant Environmental Legislation.
 - iii. The Principal Contractor shall provide his/her employees with information on potential health and safety hazards to which they may be exposed at their workplace.
 - iv. The Principal Contractor shall instruct and train his/her employees in the measures available for the prevention, control and protection against those hazards.
 - v. No person shall be employed in any work at a construction site unless that person has received the necessary information, instruction and training so as to be able to do the work competently and safely.
 - vi. The information, instruction and training should be given in a language understood by the worker and written, oral, visual and participative approaches should be used to ensure that the worker has assimilated the material.
 - vii. The Principal Contractor shall provide his employees with all personal protective equipment and the appropriate tools required for the safe and proper execution of the work.
 - viii. The Principal Contractor shall, if requested to do so by the Procurement Department, demonstrate to the satisfaction of the Risk Management Department, that his employees and any sub- contractors have completed site and job orientation and any other qualifications and safety training that may be required by Eskom.
 - ix. The Project Manager shall ensure that the Principal Contractor and his staff undergo compulsory on site safety induction prior to commencing work on Eskom work sites.

- i) Symbolic Safety Signs: The Principal Contractor shall display all the necessary health and safety warning signs in accordance with the identified hazards for the applicable work site. (General Administration Regulation 13)
- j) Communication: The Principal Contractor shall have a system in place to ensure the immediate communication to his/her employees and the on-site application, of any new Legislation, Regulations or relevant Eskom Standard that may come into effect during the course of the contract.
- k) Reporting of incidents and accidents
 - i. Incidents, accidents and diseases shall be reported to the relevant authorities as stipulated in the Occupational Health and Safety Act, the Compensation for Occupational Injuries and Diseases Act and the various Environmental Legislation.
 - ii. These incidents shall also be reported to the Eskom Representative as it happens, before end of shift and or within 24 hours after the incident, who will be responsible for reporting it to the relevant Eskom Divisional Risk Manager.
 - iii. The Principal Contractor shall collect all safety- related statistics and shall report it to the Eskom Representative at the end of each month.
- l) Investigations of incidents and accidents
 - i. All incidents and accidents shall be investigated as stipulated in the Occupational Health and Safety Act and Environmental Legislation.
 - ii. Thereafter corrective actions and recommendations agreed upon shall be followed-up on to assess the effectiveness of the remedial measures taken.
 - iii. Damage Incidents: All damage to Eskom or Contractor buildings, structures, vehicles equipment and the environment shall be reported to the Project Manager and investigated promptly by the Contractor to ensure that action is taken to minimize possible production delays.
 - iv. Monthly Incident/Accident Statistical Information Reports: At the end of each month the Principal Contractor on site shall submit the following information to the Project Manager and forward a copy to the relevant Eskom Risk Co- coordinator/Practitioner.
- m) Injury types
 - i. The number of fatal incidents.
 - ii. The number of diagnosed and reported occupational diseases.
 - iii. The number of disabling injuries.
 - iv. The number of medical incidents.
 - v. The number of first aid incidents
- n) Incident types
 - i. The number of electrical contact incidents.
 - ii. The number of public incidents.
 - iii. The number of vehicle incidents.
 - iv. The number of environmental incidents.
 - v. The number of damage incidents.
 - vi. The number of near-miss incidents.
 - vii. The Principal Contractor shall, briefly, provide the relevant details for each incident reported monthly.
- o) The Identification of Occupational Health and Safety Hazards: The Principal Contractor shall, before proceeding with work, visit and inspect the site and shall establish whether there are any additional hazards to the health and safety of persons involved, in any work, which is to be performed there. The Principal Contractor shall report any additional hazards identified to Eskom
- p) Each person working on a site or visiting a site, and the surrounding community shall be made aware of the dangers likely to arise from operations at the site and the precautions to be observed to avoid or minimise those dangers. The necessary signage shall be posted at all times.
- q) On Site Risk Assessments: A risk assessment shall be conducted in accordance with Regulation 7 of the Construction Regulations.
- r) An Onsite toolbox talk including a risk assessment shall be conducted prior to the commencement of work. The team leader, after conducting pre-task planning and after facilitating the onsite risk assessment

shall share all the tasks at hand, the identified risks and control measures with all his team members before commencing a specific task. This shall be done to ensure common understanding of the tasks, risks and control measures required.

s) Supervision of Contractor Employees

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

t) Fall Protection: The Principal Contractor shall designate a competent person to prepare a fall protection plan, which will include a risk assessment of all work carried out from an elevated position. This shall be done in accordance with Regulation 8 of the Construction Regulations and DST_34-1131: Standard for a Fall Arrest System.

- i. Suspended Platforms: The Principal Contractor shall ensure that all suspended platform work operations are carried out under the supervision of a competent person who has been appointed in writing and that all suspended platform erectors, operators and inspectors are competent to carry out their work. The Principal Contractor shall ensure that proof of their training is kept on site. (In accordance with the requirements of the Construction Regulation 15)
- ii. Boatswain's Chairs: The Principal Contractor shall ensure that the boatswain's chair is securely suspended and constructed in such a manner to prevent any occupant from falling there from. Ensure inspections are carried out prior to use and performance tests are carried out immediately after erection and a visual inspection daily.
- iii. Material Hoists: A Principal Contractor shall ensure that every material hoist and its tower have been constructed of sound material in accordance with the generally accepted technical standards and are strong enough and free from defects.

u) Hand Tools and Safeguarding of Machinery. Machinery and equipment, including hand tools, should:

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

- v) Explosive Powered Tools: The use of explosive power tools shall be executed in accordance with Regulation 19 of the Construction Regulations. No Principal Contractor shall use or permit any person to use an explosive powered tool, unless:
- It is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
 - The firing mechanism is so designed that the explosive powered tool will not function unless;
 - it is held against the surface with a force of at least twice its weight; and
 - the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle;
 - Provided that the provisions of this sub-regulation shall not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel
- w) Stacking and Storage of Articles: The stacking and storage of articles on construction sites shall be undertaken in terms of Regulation 26 of the Construction Regulations.
- The Principal Contractor shall ensure that stacks are safe.
 - Stacking is to be executed by a person with specific knowledge and experience of this type of work.
- x) Vessels under Pressure: The Principal Contractor shall ensure that an Approved Inspection Authority tests all compressors and other pressure vessels the contractor intends to use on the specific site. Gas cylinders must always be stored in an upright position and properly chained. (Vessels Under Pressure Regulations 15, 16 and 17)
- y) Record Keeping: It is recommended as a result OF; the onerous requirements stemming from the Construction Regulations that Line Management (the Client requesting the service) keep copies of all Contractor health and safety plans indefinitely depending on the nature of the risks that were identified in the required risk assessments.
- z) Transportation of Staff (34-317): As the health, safety and wellbeing of all persons working in the Eskom environment is of paramount importance to the organisation, no person shall be transported on the back of open vehicles or in the canopy of a vehicle. This excludes:
- persons being transported in an enclosed approved crew cab;
 - or in a canopy fitted with proper seats and seat belts;
 - or at the back of an open vehicle where it is not reasonably practicable, namely, where vehicles are used during line inspections on sites or private roads, or similar cases, when such vehicles must be driven at less than 30 km per hour.
 - The organisation fully commits itself to achieving and maintaining best practices as it continually strives, as far as it is reasonably practical, to provide a healthy and safe working environment.
 - Contractors and Contractor employees are exempt from obtaining Eskom Driver permits.
 - Diligently and consistently managing substance abuse practices within the workplace (Refer to DPC 34- 367);
 - Effectively managing all employees utilising fleet resources by regularly checking the validity and legitimacy of driver's licences and managing changes in the employee's current health condition when brought to his/her attention;
 - Working with Construction Vehicles near Power lines: Where work is conducted with the aid of a construction vehicle with an extendable articulated component or a conductive body extending device that could encroach the safe working clearance tabled in 34-846, the work is deemed close proximity work as defined and specified in 34-846.
 - All construction vehicles will meet the specifications of 34-487 and all work with construction vehicles will meet the requirements of Procedure 34-445.
 - Where work is to be performed under a permit on Medium or High Voltage Power lines that has been opened, isolated and earthed in terms of 34-846, equipotential earthing will be applied by the contractor as specified by the Procedure 34-444 employing earths specified by Specification 34-487. Any work on apparatus will be conducted in a touch potential free working environment as required by the referenced documents.

- aa) All vehicles and earth- moving or materials- handling equipment should:
- i. be of good design and construction taking into account as far as possible ergonomic principles particularly with reference to the seat;
 - ii. be maintained in good working order;
 - iii. be properly used with due regard to health and safety;
 - iv. be operated by workers who have received appropriate training, by their employers, in accordance with legislative requirements.
 - v. All drivers have the relevant valid licences.
 - vi. The employer of all drivers and operators of vehicles and earthmoving or materials handling equipment shall ensure that the employees are medically fit, trained and tested in accordance with legislative requirements.
- bb) On all construction sites on which vehicles, earthmoving or material handling equipment are used:
- i. safe and suitable access ways should be provided for them;
 - ii. traffic should be organised and controlled as to secure their safe operation
 - iii. Adequate signalling or other control arrangements or devices should be provided to guard against danger from the movement of vehicles and earth moving or material-handling equipment. Special safety precautions should be taken for vehicles and equipment when manoeuvring backwards.
 - iv. The assistance of a trained and authorized signaller should be available when the view of the driver or operator is restricted. All involved should understand the signalling code.
 - v. The Principal Contractor shall see to it that all his employees obey road traffic signs and speed limits at all times.
 - vi. Any person ignoring or violating traffic rules on site may be prevented from driving on the site or even prevented from entering the premises.
 - vii. When earth-moving or material-handling equipment is required to operate in dangerous proximity to live electrical conductors, adequate precautions should be taken, such as isolating the electrical supply or erecting overhead barriers of a safe height.
 - viii. Preventive measures should be taken to avoid the fall of vehicles and earth- moving or materials- handling equipment into excavations or into water.
 - ix. Contractor owned construction vehicles and mobile equipment shall be in a roadworthy condition at all times in accordance with the National Road Traffic Act. (Refer to Regulation 21 of the Construction Regulations for details of all requirements under the heading of Construction vehicles and mobile plant.)
 - x. Contractor owned vehicles shall display their own company logo on their vehicles used during the duration of the Eskom contract.

Content of the Contractor Health and Safety File

- a) Contract appointing Contractor.
- b) Health and Safety Specification
- c) Approved Health and Safety Plan.
- d) The Contractor's organogram.
- e) Company Health and Safety Policy.
- f) Agreements as contemplated in terms of Section 37(2) of the OHS Act.
- g) Organisational organogram (detailing all statutory appointments). List all possible appointments.
- h) OHS Act, Section 17 –Appointment of the Health and Safety Representatives
- i) Specific Construction Regulation Appointments:
 - i. Regulation 4 (1) (c) –Appointment of the Principal Contractor
 - ii. Regulation 4 (5) –Appointment of the Client Agent
 - iii. Regulation 5 (3) (b) –Appointment of the Contractor
 - iv. Regulation 6 (1) –Appointment of the Construction Supervisor
 - v. Regulation 6 (6) –Appointment of the Construction Site Health and Safety Officer
 - vi. Regulation 7 (1) –Appointment of the Construction Site Risk Assessor
 - vii. Regulation 8 (1) (a) –Appointment of the Fall Protection Plan Developer
 - viii. Regulation 10 (a) –Appointment of the Formwork and Support Work Supervisor
 - ix. Regulation 11 (1) –Appointment of the Excavation Work Supervisor
 - x. Regulation 12 (1) –Appointment of the Demolition Work Supervisor
 - xi. Regulation 14 (2) –Appointment of the Scaffolding Supervisor
 - xii. Regulation 15 (1) –Appointment of the Suspended Platform Supervisor
 - xiii. Regulation 17 (8) –Appointment of the Material Hoist Inspector

- xiv. Regulation 18 (1) –Appointment of the Batch Plant Supervisor
- xv. Regulation 19 (2) (g) (i) – Appointment of the Explosive Powered Tools Issuer
- xvi. Regulation 21 (1) (j) –Appointment of the Construction Vehicles and Mobile Plant Inspector
- xvii. Regulation 22 (e) –Appointment of the Temporary Electrical Installation controller
- xviii. Regulation 26 (a) –Appointment of the Stacking and Storage Supervisor
- xix. Regulation 27 (h) –Appointment of the Fire Extinguisher Inspector
- j) Copies of relevant Appointment letters.
- k) Certificates of Compliance for electrical installations.
- l) Exemptions and/or notifications.
- m) COID Registration
 - i. Registration number
 - ii. Letter of good standing
- n) Risk assessments and analysis
 - i. Task and Job Listing
 - ii. Task analysis
 - iii. Risk assessments
 - iv. Risk Control Strategies
 - v. Safety work procedures
 - vi. Fall protection plan
 - vii. Fall protection risk assessment
 - viii. Scaffold plan and inspection records
- o) In case of Modifications, the revised Health and Safety Specifications and Approved Health and Safety Plans and relevant Risk Assessments
- p) Evacuation plans and Emergency contact details
- q) PPE – Personal Protective Equipment
 - i. List of PPE
 - ii. Issue list
 - iii. Inspection of PPE
- iv. Material Safety Data Sheets
- r) Training records
 - i. The relevant training records of all employees
 - ii. Health and safety induction
 - iii. Risk assessment training
 - iv. Responsible persons (ORHVS)
- s) Medical Records
 - i. Proof of medical surveillance plan
 - ii. Minutes of all site and statutory meetings
 - iii. Agenda
 - iv. Minutes
- t) Incident reporting and investigation reports
 - i. Report of incident to the Department of Labour
 - ii. Report of incident to Eskom (The Project Manager)
 - iii. Report to COID
 - iv. OHS Act Annexure 1
 - v. Proof of follow-up and close out of incident recommendations
 - vi. Non-conformance reports including Disciplinary action records pertaining to safety managements
- u) Monthly Audit reports
- v) Maintenance Plans for Machinery and equipment
- w) Project Close-out/review reports
- x) Health and Safety File: Copy of the Health and Safety File must be available on site
 - i. It must contain a copy of the organisational organogram specifically depicting the appointment of the Construction Supervisor
 - ii. OHS Act Appointments
 - iii. Copies of the relevant OHS Act appointments for that specific work site
 - iv. List of names of persons working under the supervision of the Construction Supervisor
 - v. Design and work specifications
 - vi. Technical drawings
 - vii. Technical specifications
 - viii. Relevant Eskom Policies, Standards and Procedures
 - ix. Risk analysis, Risk profiling and Job Observations

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

Health and Safety Plan

I/Wewill prepare and submit Health and Safety Plan to Project Manager before the commencement of each Task and Resource Capacity Schedule, as per the following in details:-

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

Company Name:.....

Contractors Signature:.....

16 Environmental constraints and management

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

17 Quality assurance requirements

	Supplier Quality Management: List of Tender Returnables Documents		Unique Identifier	240-12248862
			Revision	7
			Effective Date	2022/01/26
			Specification	240-105658000
Category 3 : Quality Requirements		Deliverables to be evaluated indicator = 1		
SECTION A : Quality Management System Requirements (ISO 9001) Objective evidence of documented QMS that is not certified but complies with ISO 9001				
				Apply =1
A.1 QMS Manual or a document that defines and describes the QMS and its scope				1
A.2 Quality Policy Approved by top management				1
A.4 Control of documented Information (i.e. document and record control) Clause 7.5 of ISO 9001:2015				1
A.6 Documented Information for Nonconformity and Corrective action Clause 10.2 of ISO 9001:2015				1
A.7 Documented Information for Internal audit Clause 9.2 of ISO 9001:2015				1
Section A Score Option 2				5
SECTION B : Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000)				
				Apply =1
B.1 Documented Information for defined roles, responsibilities and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015)				1
B.2 Documented Information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Clause 8.4 of ISO 9001:2015)				1
Section B Score				2
SECTION C: Contract Quality Plan Requirements (Ref 240-105658000 and 240-109253698). Draft Contract Quality Plan specific to the scope of work as described in the tender documents (Ref ISO 10005)				
NB! Draft Contract/Project Quality Plan has important QA deliverables				Apply (Yes=1)
Section C Score				1
SECTION D: Quality Control Plan Requirements (Ref 240-105658000 or 240-109253698) QCP /Checklists/ ITP (Quality Control Plans) as per Scope of Works (Ref ISO 10005)				
				Apply = 1
NB! Draft/ Example of an Inspection and Test Plan (ITP) or Quality Control Plan (QCP) on similar and/ or previous work done				1
Section D Score				1
SECTION E: User defined additional Requirements & miscellaneous (Ref 240-105658000) Customer specific requirements & other standards and required can be listed and evaluated here				
E.1 Form A is completed and signed.				Apply (Yes=1)
Section E Score				1
NAME OF ESKOM REPRESENTATIVE		Nosolo Mngedl		
DATE ISSUED		30-Jun-26		
PROJECT: TENDER TITLE		PPU Audit		
SIGNATURE				

18 Procurement

19 People

Local Procurement Content

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

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

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

Procurement spends on entities with a minimum 51% black ownership

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

- the indirect expenses (e.g. overheads) on goods and services supplied to the service provider/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

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

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

Skills Development

Tenderers to take note of the skills below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall only be from Kwa Zulu Natal and Free State, and their composition shall be representative of the population demographics of South Africa

Skill type / Occupation
Samtrac
Drivers Licence
N4 Electrical Engineering (FET/TVET College)

N5 Electrical Engineering (FET/TVET College)
N6 Electrical Engineering (FET/TVET College)

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

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

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

20 Minimum requirements of people employed

Jobs

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

Jobs to be created	Jobs to be retained

21 BBBEE and preferencing scheme

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Not Applicable

23 Subcontracting

Contractors to provide Subcontract intent agreement. Contractors are advised that only Eskom Approved Consultants and Contractors who have completed the necessary Eskom Contractor Training & Accreditation may be used.

Contractors are requested to submit names of proposed "Subcontractors" to be utilized on this project. Contractors are advised that only Eskom Approved Consultants and Contractors who have completed the necessary Eskom Contractor Training & Accreditation may be used.

Subcontractor	Section of Work to be Subcontracted	Vendor No.

Company Representatives Name:.....

Company Name:.....

Contractors Signature:.....

24 Plant and Materials

25 Specifications

26 Access to the Eskom Web Page

All contractors must make sure that they can access Eskom Web page at any given time to get the latest drawings and specifications before commencement of any task. Web Access applications can be done through the assistance of Brenda Morrison @ 011 629 5266 or MorrisEF@eskom.co.za

Acknowledgement of Web Access

Ido hereby acknowledge having access to the Eskom Distribution Website with all Distribution Procedures, Standards and Drawings as they will be listed in the index of the Purchase order documents.

I undertake to study and abide by these requirements at all times. If for any reason I cannot access or open any of the files on the web, I will contact the Employer immediately.

Signed at: on the day of20...

Company Name:.....

Contractors Signature:.....

27 Contractor's procurement of Plant and Materials

28 Tests and inspections before delivery

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

30 Working on the Affected Property

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

Access protocol should be followed as per the property owners' requirements and Eskom's Access to farms 34-190: (TGL 41-340) including strategy on dealing with game farms

All Contractors should adhere to respective sites' specific requirements, i.e Private property, Farms, Game reserves, Plantations, Mines, e.t.c.

32 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the. State that the Service Manager shall have access to them at any time. These records may be needed when assessing compensation events.

33 Health and safety facilities on the Affected Property

Employer to state if there are any additional H & S measures to be taken on the affected property

34 Environmental controls, fauna & flora

Employer to state if there are any additional environmental measures

35 Cooperating with and obtaining acceptance of Others

All Contractors should adhere to respective sites' specific requirements, i.e Private property, Farms, Game reserves, Plantations, Mines, e.t.c..

36 Records of *Contractor's* Equipment

None

37 Equipment provided by the *Employer*

None

38 Site services and facilities

39 Provided by the *Employer*

None

40 Provided by the *Contractor*

Life Saving Safety Rules (Refer to the attached document)

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

The five Eskom Life Saving Rules are as follows:

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

Rule 2:*Hook up at height*

Rule 3:*Buckle Up*
Rule 4*Be Sober*
Rule 5:*Ensure that you have a permit to work*

ACCEPTANCE NOTE

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

Company Representatives Name:.....

Company Name:.....

Contractors Signature:.....

Date:.....

41 Control of noise, dust, water and waste

42 Hook ups to existing works

43 Tests and inspections

44 Description of tests and inspections

45 Materials facilities and samples for tests and inspections