



## NEC3 Term Service Contract (TSC3)

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

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

**for An Enabling Agreement for the Inspection and Treatment of wooden poles on an “as and when” required basis in the Central East Cluster (Kwa-Zulu Natal and Free State Operating Units) for a period of three years.**

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**CONTRACT No.**

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## **PART C1:      AGREEMENTS & CONTRACT DATA**

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## C1.1 Form of Offer & Acceptance

### Offer

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

**An Enabling Agreement for the Inspection and Treatment of wooden poles on an “as and when” required basis in the Central East Cluster (Kwa-Zulu Natal and Free State Operating Units) for a period of three years.**

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 | The offered total of the Prices exclusive of VAT is                  | <b>R [•] RATES BASED</b> |
|         | Value Added Tax @ 15% is                                             | <b>R [•] RATES BASED</b> |
|         | The offered total of the amount due inclusive of VAT is <sup>1</sup> | <b>R [•] RATES BASED</b> |
|         | (in words) [•]                                                       |                          |

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

<sup>1</sup> 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)          | <b>Nozipho Mpanza</b>                                                         |  |
| Capacity         | <b>Senior Manager – Maintenance &amp; Operations</b>                          |  |
| for the Employer | <b>Eskom Holding SOC Ltd<br/>25 Valley View Road<br/>New Germany<br/>3620</b> |  |

Name &  
signature of  
witness

Date

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

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

Note:

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

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

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

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

### For the tenderer:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

On behalf of \_\_\_\_\_  
(Insert name and address of organisation)

Name & signature of witness \_\_\_\_\_

Date \_\_\_\_\_

### For the Employer

\_\_\_\_\_

**Nozipho Mpanza**

**Senior Manager – Maintenance & Operations**

**Eskom Holding SOC Ltd**

**25 Valley View Road**

**New Germany**

**3620**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Part one - Data provided by the *Employer*

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

| Clause | Statement                                                                               | Data                                                                                                                                          |
|--------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | <b>General</b>                                                                          |                                                                                                                                               |
|        | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: |                                                                                                                                               |
|        |                                                                                         | <b>A: Priced contract with price list</b>                                                                                                     |
|        | dispute resolution Option                                                               | <b>W1: Dispute resolution procedure</b>                                                                                                       |
|        | and secondary Options                                                                   |                                                                                                                                               |
|        |                                                                                         | <b>X1: Price adjustment for inflation</b>                                                                                                     |
|        |                                                                                         | <b>X2 Changes in the law</b>                                                                                                                  |
|        |                                                                                         | <b>X18: Limitation of liability</b>                                                                                                           |
|        |                                                                                         | <b>X19: Task Order</b>                                                                                                                        |
|        | of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)                        |                                                                                                                                               |
|        | The <i>Employer</i> is (name):                                                          | <b>Eskom Holdings SOC Ltd (Reg 202/015527/30) a juristic person incorporated in terms of the company laws of the Republic of South Africa</b> |
|        | Address                                                                                 | <b>Registered office at Megawatt Park, Maxwell Drive, Sandton , Johannesburg</b>                                                              |
|        | The <i>Service Manager</i> is (name): <b>KZN OU</b>                                     | <b>Lwazi Nzama</b>                                                                                                                            |
|        | Address                                                                                 | <b>Eskom Holdings SOC Ltd<br/>25 Valley View Road<br/>New Germany</b>                                                                         |
|        | Tel                                                                                     | <b>031 710 5328</b>                                                                                                                           |

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

|          |                                                                  |                                                                                                                                                                                                       |
|----------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | The <i>Service Manager</i> is (name): <b>FS OU</b>               | <b>Ntsebeng Makana</b>                                                                                                                                                                                |
|          | Address                                                          | <b>Eskom Holdings SOC Ltd<br/>120 Henry Street<br/>Westdene<br/>Bloemfontein<br/>9301</b>                                                                                                             |
|          | Tel                                                              | <b>051 404 5044</b>                                                                                                                                                                                   |
|          | e-mail                                                           | <b>makane@eskom.co.za</b>                                                                                                                                                                             |
| 11.2(2)  | The Service Information is in                                    | <b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>                                                                                                              |
| 11.2(13) | The <i>law of the contract</i> is the law of                     | <b>the Republic of South Africa</b>                                                                                                                                                                   |
| 11.2(14) | The <i>language of this contract</i> is                          | <b>English</b>                                                                                                                                                                                        |
| 11.2(15) | The <i>period for reply</i> is                                   | <b>1 week</b>                                                                                                                                                                                         |
| 12.2     | The <i>Contractor's</i> main responsibilities                    | <b>Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b> |
| 13.1     | The <i>Contractor</i> submits a first plan for acceptance within | <b>2 weeks of the Contract Date</b>                                                                                                                                                                   |
| 13.3     | Time                                                             |                                                                                                                                                                                                       |
| 2        | <b>The <i>starting date</i> is.</b>                              | <b>15 February 2027</b>                                                                                                                                                                               |
| 21.1     | The <i>service period</i> is                                     | <b>36 months</b>                                                                                                                                                                                      |
| 3        | <b>Testing and defects</b>                                       | <b>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</b>                            |
| 30.1     | Payment                                                          |                                                                                                                                                                                                       |
| 30.1     | The <i>assessment interval</i> is                                | <b>From the 26<sup>th</sup> day of each month to the 25<sup>th</sup> day of the next month .</b>                                                                                                      |
| 4        | <b>The <i>currency of this contract</i> is the</b>               | <b>South African Rand</b>                                                                                                                                                                             |
| 5        | <b>The period within which payments are made is</b>              | <p>Fourteen (14) days after the receipt of a valid TAX invoice for EME &amp; QSE companies</p> <p>Thirty (30) Days after the receipt of a valid TAX invoice for LME companies</p>                     |

|      |                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 50.1 | The <i>interest rate</i> is                                            | <p>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</p> <p>(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.</p> |
| 51.1 | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 51.2 | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 51.4 | Risks and insurance                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 80.1 | The <i>Employer</i> provides these insurances from the Insurance Table | <p>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|      | The <i>Employer</i> provides these additional insurances               | <p>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



|      |                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                              |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                                                                                                                                                                                                                                                                                                                                                             | From_1_April_2014_To_31_March_2015.aspx<br>(See Annexure A for basic guidance)                                                                                                                                                                                                                                                                                               |
|      | The <i>Contractor</i> provides these additional insurances:                                                                                                                                                                                                                                                                                                                 | [•]                                                                                                                                                                                                                                                                                                                                                                          |
| 83.1 | The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is                                                                                                                                                                                                                                      | the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> |
| 83.1 | The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of                                                                                                                                                                                              | [•]                                                                                                                                                                                                                                                                                                                                                                          |
| 83.1 | The minimum amount of cover for insurance in respect of 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 for any one event is: | whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .                                                                                                                                                                                                                                                                         |
| 83.1 | The minimum limit of indemnity for insurance in respect of 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 for any one event is:                                                                                                                                      | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..                                                                                            |
| 83.1 | 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.                                                                                                                                                                                                         |
| 83.1 | Data for main Option clause                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                              |
| 83.1 | <b>Priced contract with activity schedule</b>                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                              |
| E    | Data for Option W1                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                              |
| 20.4 | 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration       |

|           |                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                            |                            |                          |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------|
|           |                                                                                                                                                                                                                                                                                                                    | <b>Foundation of Southern Africa (AFSA).</b>                                                                                                                                                                                               |                            |                          |
|           | The <i>Adjudicator nominating body</i> is:                                                                                                                                                                                                                                                                         | <b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) or its successor body.</b> |                            |                          |
|           | The <i>tribunal</i> is:                                                                                                                                                                                                                                                                                            | <b>arbitration</b>                                                                                                                                                                                                                         |                            |                          |
|           | The <i>arbitration procedure</i> is                                                                                                                                                                                                                                                                                | <b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>                                                                                    |                            |                          |
| W1.2(3)   | The place where arbitration is to be held is                                                                                                                                                                                                                                                                       | <b>[•] South Africa</b>                                                                                                                                                                                                                    |                            |                          |
| W1.4(2)   | The person or organisation who will choose an arbitrator<br>- if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is                                                                                                                                    | <b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>                                                                                                           |                            |                          |
| W1.4(5)   | Data for secondary Option clauses                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                            |                            |                          |
|           | <b>Price adjustment for inflation</b>                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                            |                            |                          |
|           | - The <i>base date</i> for indices is                                                                                                                                                                                                                                                                              | <b>[•]. JUNE 2026</b>                                                                                                                                                                                                                      |                            |                          |
| <b>12</b> | <b>The proportions used to calculate the Price Adjustment Factor are:</b>                                                                                                                                                                                                                                          | proportion                                                                                                                                                                                                                                 |                            |                          |
| <b>X1</b> | The rates will be fixed and firm for the first year of the contract . Thereafter CPAP (Haylett Formula) will be applied at the anniversary of the contract                                                                                                                                                         | <b>0.</b>                                                                                                                                                                                                                                  |                            |                          |
| X1.1      |                                                                                                                                                                                                                                                                                                                    | <b>0.</b>                                                                                                                                                                                                                                  |                            |                          |
|           | The formula is as follows:                                                                                                                                                                                                                                                                                         | <b>0.</b>                                                                                                                                                                                                                                  | <b>linked to index for</b> | <b>Index prepared by</b> |
|           | $A = 0.85 \times V (X_e/X_o - 1)$<br>Where A = adjustment amount<br>0.85 = 15% non-adjustable element<br>V = current rate<br>X <sub>e</sub> = value of the index as per applicable work group on base month & year<br>X <sub>o</sub> = value of the index as per applicable work group on anniversary month & year | <b>0.</b>                                                                                                                                                                                                                                  | <b>[•]</b>                 | <b>[•]</b>               |

|       |                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |     |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|
|       |                                                                                                                                                                                    | 0.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | [•] | [•] |
|       |                                                                                                                                                                                    | [•]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | [•] | [•] |
|       |                                                                                                                                                                                    | 1.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | [•] | [•] |
| X13.1 | <b>Limitation of liability</b>                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |     |
| X17   | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |     |
| X17.1 | 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                                  | <b>R0.0 (zero Rand)</b><br><br><b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on</b><br><i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |     |
| X18   | The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to                                                                              | <b>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 in the <i>Employer's</i> assets and works / maintenance policies available on</b><br><i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>                                                                                                                                                                                                                        |     |     |
| X18.1 | 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 | <b>the total of the Prices other than for the additional excluded matters.</b><br><br><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b><br><br><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b><br><br><ul style="list-style-type: none"><li>• Defects due to his design, plan and specification,</li><li>• Defects due to manufacture and fabrication outside the Affected Property,</li><li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li><li>• death of or injury to a person and infringement of an intellectual property right.</li></ul> |     |     |

|            |                                                                                                                                                             |                                                               |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| X18.2      | The <i>end of liability date</i> is                                                                                                                         | <b>[•] months after the end of the <i>service period</i>.</b> |
| X18.3      | <b>Task Order</b>                                                                                                                                           |                                                               |
| X18.4      | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within                                                                   | • <b>5 days of receiving the Task Order</b>                   |
| <b>X20</b> | <b>The <i>additional conditions of contract</i> are</b>                                                                                                     | <b>Z1 to Z11 always apply.</b>                                |
| X20.1      |                                                                                                                                                             |                                                               |
| X20.2      | <b>Cession delegation and assignment</b>                                                                                                                    |                                                               |
| <b>Z</b>   | 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> . |                                                               |

Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z1**

### **Z1.1 Joint ventures**

**Z1.2** 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.

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**

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.

### **Z2.1**

### **Z2.2 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

**Z2.3** 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.

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**

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.

**Z3.1** 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.

### **Z3.2**

### Z3.3 Confidentiality

Z3.4 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.

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** 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.

Z4.1 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*.

Z4.2 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4.3

**Z4.4 Waiver and estoppel: Add to core clause 12.3:**

Z4.5 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.

### **Z5 Health, safety and the environment: Add to core clause 27.4**

Z5.1 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.

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.

## Z6

### Z6.1 • **Provision of a Tax Invoice and interest. Add to core clause 51**

Z6.2 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.

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

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.

### Z7.1

### Z7.2 **Notifying compensation events**

Z7.3 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.

## Z8

### ***Employer's limitation of liability***

Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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.

## Z9

Z9.1 **Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

Z9.2 or had a business rescue order granted against it.

## Z10

### **Ethics**

### Z10.1

## Z11

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.                                                                                                         |

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 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.

**Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)**

If the amount due for the *Contractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Contractor's* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

|                                                                     |                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z12</b>                                                          | <b>Ethics</b>                                                                                                                                                                                                                                             |
| For the purposes of this Z-clause, the following definitions apply: |                                                                                                                                                                                                                                                           |
| <b>Affected Party</b>                                               | 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 |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|                           | friends,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Coercive Action</b>    | 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,                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Collusive Action</b>   | 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,                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Committing Party</b>   | 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 Subcontractor or the Subcontractor's employees,                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Corrupt Action</b>     | 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,                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Fraudulent Action</b>  | 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,                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Obstructive Action</b> | 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                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Prohibited Action</b>  | means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Z12.1                     | A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Z12.2                     | The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason. |
| Z12.3                     | If the <i>Employer</i> terminates the <i>Contractor's</i> obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.                                                                                                                                                                                                                                                                                                                                                                                                           |
| Z12.4                     | A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.                                                                                                                                                                                                                                                                                                                |
|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Z13</b>                | <b>Insurance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Z 13.1</b>             | <b>Replace core clause 84 with the following:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



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| Insurance cover                                                                                                                                                                                                                                                   | 84                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |  |                   |                                                       |                                                             |                                                                                                                                                                                                        |                                |                      |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                     |                                           |
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|                                                                                                                                                                                                                                                                   | 84.1                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |  |                   |                                                       |                                                             |                                                                                                                                                                                                        |                                |                      |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                     |                                           |
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|                                                                                                                                                                                                                                                                   | 84.2                                                                                                                                                                                                                                                                                                                                                                                                                                                           | The <i>Contractor</i> provides the insurances stated in the Insurance Table A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   |  |                   |                                                       |                                                             |                                                                                                                                                                                                        |                                |                      |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                     |                                           |
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|                                                                                                                                                                                                                                                                   | 84.3                                                                                                                                                                                                                                                                                                                                                                                                                                                           | The insurances provide cover for events which are at the <i>Contractor's</i> risk from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                   |  |                   |                                                       |                                                             |                                                                                                                                                                                                        |                                |                      |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                     |                                           |
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|                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <table><tr><td colspan="2">INSURANCE TABLE A</td></tr><tr><td>Insurance against</td><td>Minimum amount of cover or minimum limit of indemnity</td></tr><tr><td>Loss of or damage to the <i>works</i>, Plant and Materials</td><td><p>The replacement cost where not covered by the <i>Employer's</i> insurance</p><p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p></td></tr><tr><td>Loss of or damage to Equipment</td><td>The replacement cost</td></tr><tr><td>Liability for loss of or damage to property (except the <i>works</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract</td><td><p><b><u>Loss of or damage to property</u></b><br/><b><u>Employer's property</u></b><br/>The replacement cost where not covered by the <i>Employer's</i> insurance</p><p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p><p><b><u>Other property</u></b><br/>The replacement cost</p><p><b><u>Bodily injury to or death of a person</u></b><br/>The amount required by applicable law</p></td></tr><tr><td>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</td><td>The amount required by the applicable law</td></tr></table> | INSURANCE TABLE A |  | Insurance against | Minimum amount of cover or minimum limit of indemnity | Loss of or damage to the <i>works</i> , Plant and Materials | <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> | Loss of or damage to Equipment | The replacement cost | Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract | <p><b><u>Loss of or damage to property</u></b><br/><b><u>Employer's property</u></b><br/>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><b><u>Other property</u></b><br/>The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b><br/>The amount required by applicable law</p> | 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 |
| INSURANCE TABLE A                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |  |                   |                                                       |                                                             |                                                                                                                                                                                                        |                                |                      |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                     |                                           |
| Insurance against                                                                                                                                                                                                                                                 | Minimum amount of cover or minimum limit of indemnity                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |  |                   |                                                       |                                                             |                                                                                                                                                                                                        |                                |                      |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                     |                                           |
| Loss of or damage to the <i>works</i> , Plant and Materials                                                                                                                                                                                                       | <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p>                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |  |                   |                                                       |                                                             |                                                                                                                                                                                                        |                                |                      |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                     |                                           |
| Loss of or damage to Equipment                                                                                                                                                                                                                                    | The replacement cost                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |  |                   |                                                       |                                                             |                                                                                                                                                                                                        |                                |                      |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                     |                                           |
| Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract | <p><b><u>Loss of or damage to property</u></b><br/><b><u>Employer's property</u></b><br/>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><b><u>Other property</u></b><br/>The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b><br/>The amount required by applicable law</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |  |                   |                                                       |                                                             |                                                                                                                                                                                                        |                                |                      |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                     |                                           |
| 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                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |  |                   |                                                       |                                                             |                                                                                                                                                                                                        |                                |                      |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                     |                                           |
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| Z 13.2                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Replace core clause 87 with the following:</b><br>The <i>Employer</i> provides the insurances stated in the Insurance Table B.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                   |  |                   |                                                       |                                                             |                                                                                                                                                                                                        |                                |                      |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                     |                                           |
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| 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                     |

|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z14</b>                                                          | <b>Nuclear Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Z14.1                                                               | The <i>Employer</i> 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.                                                                                                                                                                                                                                                                                                                                                                                                              |
| Z14.2                                                               | The <i>Employer</i> is solely responsible for and indemnifies the <i>Contractor</i> or any other person against any and all liabilities which the <i>Contractor</i> 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 <i>Contractor</i> or any other person or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> . |
| Z14.3                                                               | Subject to clause Z14.4 below, the <i>Employer</i> 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 <i>Contractor</i> or any other person, or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .                                                                                                                                |
| Z14.4                                                               | The <i>Employer</i> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Z14.5                                                               | The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Z15</b>                                                          | <b>Asbestos</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| For the purposes of this Z-clause, the following definitions apply: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AAIA</b>                  | means approved asbestos inspection authority.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>ACM</b>                   | means asbestos containing materials.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>AL</b>                    | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Ambient Air</b>           | means breachable 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Compliance Monitoring</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>OEL</b>                   | means occupational exposure limit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Parallel Measurements</b> | means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Safe Levels</b>           | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Standard</b>              | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>SANAS</b>                 | means the South African National Accreditation System.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>TWA</b>                   | means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Z15.1                        | The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> 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. |
| Z15.2                        | Upon written request by the <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.             |
| Z15.3                        | The <i>Employer</i> manages asbestos and ACM according to the Standard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|       |                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z15.4 | 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.                                                    |
| Z15.5 | The <i>Contractor's</i> 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.                                                                               |
| Z15.6 | The <i>Contractor</i> 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. |
| Z15.7 | Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.                                                                                                                                                |

## **Annexure A: Insurance provided by the Employer**

*These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.*

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_  
From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

## 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):<br>Address<br>Tel No.<br>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:<br><br>1      Name:<br>Job:<br>Responsibilities:<br>Qualifications:<br>Experience:<br><br>2      Name:<br>Job:<br>Responsibilities:<br>Qualifications:<br>Experience: |                                                             |
|          |                                                                                                                                                                                           | CV's (and further key person's data including CVs) are in . |

**PART 2: PRICING DATA**  
**TSC3 Option A**

| Document reference | Title                         | No of pages |
|--------------------|-------------------------------|-------------|
| C2.1               | Pricing assumptions: Option A | 2           |
| C2.2               | The <i>price list</i>         | [•]         |

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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



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

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

### **Format of the *price list***

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

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

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

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

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

## C2.1 Pricing assumptions: Option A

### C2.2 Price List

|      | POLE INSPECTION CONTRACT                                      |                |           |
|------|---------------------------------------------------------------|----------------|-----------|
| NO.  | DESCRIPTION                                                   | UNIT           | Unit Rate |
|      |                                                               |                |           |
| 1.   | <b>Preliminaries and General (Site establishment)</b>         | Ea             |           |
| 2.   | <b>SHEQS requirements</b>                                     | Ea             |           |
| 3.   | <b>Pole Inspection</b>                                        |                |           |
|      | <b>Medium Voltage (MV)</b>                                    |                |           |
| 3.1  | MV Class 1                                                    | Ea             |           |
| 3.2  | MV Class 2                                                    | Ea             |           |
| 3.3  | MV C3 Stubbing                                                | Ea             |           |
| 3.4  | MV C3 Replacement                                             | Ea             |           |
| 3.5  | MV Class 4                                                    | Ea             |           |
|      |                                                               |                |           |
|      | <b>Low Voltage (LV)</b>                                       |                |           |
| 3.6  | LV Class 1                                                    | Ea             |           |
| 3.7  | LV Class 2                                                    | Ea             |           |
| 3.8  | LV C3 Stubbing                                                | Ea             |           |
| 3.9  | LV C3 Replacement                                             | Ea             |           |
| 3.10 | LV Class 4                                                    | Ea             |           |
| 3.11 | External Treatment (As per Eskom standard 240-133791951)      | Ea             |           |
|      |                                                               |                |           |
| 4.   | <b>Data Capturing</b>                                         |                |           |
| 4.1  | Recording of Poles (As per Eskom standard 240-133791951)      | Ea             |           |
|      |                                                               |                |           |
| 5.   | <b>Bush clearing where applicable MV (max 5m<sup>2</sup>)</b> | m <sup>2</sup> |           |
|      |                                                               |                |           |
| 6.   | <b>Pole Numbering (As per Eskom standard 240-82737065)</b>    | Ea             |           |
| 7    | <b>Transport (Working outside designated OU)</b>              | Km             |           |

The above rates excluded VAT

## Document reference

No of  
pagesC3 TSC3 COVER PAGE

## C3.1: EMPLOYER'S SERVICE INFORMATION

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Otherwise insert list of contents manually.

#### Part 3: Scope of Work 1

#### C3.1: Employer's service Information 1

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## 1 Description of the service

### 1.1 Executive overview

The need for the contract originates from Operations and Maintenance Department and is required for the Inspection and Treatment of Wooden poles in Central East Cluster.

It is a statutory requirement that all poles be assessed on the Eskom Network to ensure public safety.

Maintenance policy Maintenance Inspection And Supplemental Treatment Of Treated Wood Utility Poles (240-133791951) states that all wooden poles must be tested every ten (10) years for wood rot, if the pole is condemned it needs to be replaced and if the pole is still serviceable, it must be treated.

The Inspections of wooden poles are regularly undertaken as determined by the business needs.

### Inspection of wooden poles

The Central East Cluster requires maintenance inspection and supplemental treatment of utility wood poles to throughout the fleet of HV, MV and LV networks

The contract will be based on an "as and when basis" for a period of 3 years. In each year, there is a select list of networks to undergo this exercise. It shall cover the intrusive inspection of in-service utility wood poles to determine damage to the poles by physical or biological factors (or both), and the supplemental treatments to be used to prolong the serviceability of utility wood poles.

The service must include the following

1 By a qualified inspector, as per the task manual 240-133791951 "Intrusive Maintenance Inspection and Supplemental Treatment of Treated Wood Utility Poles":

External inspection Visual above ground inspection

Excavation at a pole

Inspection of groundline region

Inspection of poles with cables

Internal intrusive inspection of wooden poles  $\geq 10$  m long

Intrusive inspection Classification of poles

- The inspection and treatment shall also include the drilling of inspection and treatment holes as well as the application of chemical rod and plugs, where applicable
- Marking of poles after intrusive inspection

Recording The results of each inspection must be recorded electronically using an Eskom approved device in a line pole inspection report. Full details of every inspected pole in the utility line shall be recorded on the line pole inspection report forms. Additional reporting requirements may also be put in place.

An audit report shall be written for each line inspected and presented to the OU after the completion of the allocated work.

A copy of the reports concerned, and a summary sheet of the line shall be given to the person concerned as indicated in the contract. The contractor shall keep a copy of the records for a period of 12 years.

1. Label MV/LV structures as per the standard 240-82737065 "MV AND LV POLE LABELLING":

- Pole / structure identification numbers must be clearly and indelibly stamped onto an aluminium plate as per Eskom specification D-DT – 3049

- Pole numbering sequence Option 4 must be followed - Annex D – Option 4 - MV & LV Pole labelling philosophy (KZN OU)

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

The Central East Cluster requires maintenance inspection and supplemental treatment of utility wood poles to throughout the fleet of HV, MV and LV networks

The contract will be based on an "as and when basis" for a period of 3 years. In each year, there is a select list of networks to undergo this exercise. It shall cover the intrusive inspection of in-service utility wood poles to determine damage to the poles by physical or biological factors (or both), and the supplemental treatments to be used to prolong the serviceability of utility wood poles.

The service must include the following

1. By a qualified inspector, as per the task manual 240-133791951 "Intrusive Maintenance Inspection and Supplemental Treatment of Treated Wood Utility Poles":
  - External inspection
    - Visual above ground inspection
    - Excavation at a pole
    - Inspection of groundline region
    - Inspection of poles with cables
    - Internal intrusive inspection of wooden poles  $\geq 10$  m long
  - Intrusive inspection
    - Classification of poles
  - The inspection and treatment shall also include the drilling of inspection and treatment holes as well as the application of chemical rod and plugs, where applicable
  - Marking of poles after intrusive inspection
  - Recording
    - The results of each inspection must be recorded electronically using an Eskom approved device in a line pole inspection report. Full details of every inspected pole in the utility line shall be recorded on the line pole inspection report forms. Additional reporting requirements may also be put in place.
    - An audit report shall be written for each line inspected and presented to the OU after the completion of the allocated work.
    - A copy of the reports concerned, and a summary sheet of the line shall be given to the person concerned as indicated in the contract. The contractor shall keep a copy of the records for a period of 12 years.
2. Label MV/LV structures as per the standard 240-82737065 "MV AND LV POLE LABELLING":
  - Pole / structure identification numbers must be clearly and indelibly stamped onto an aluminium plate as per Eskom specification D-DT – 3049
  - Pole numbering sequence Option 4 must be followed - Annex D – Option 4 - MV & LV Pole labelling philosophy (KZN OU)
  - The Contractor/s shall provide all labour, administration, management, PPE, workwear, equipment, tools, supplies and material required to perform the services specified herein.

A TOTAL OF 12 CONTRACTORS ARE REQUIRED FOR THIS PANEL CONTRACT

- The Contract will be a Cluster contract but there will be 8 contractors for KZN and 4 for FS OU.
- Contractors will work in their assigned OU's and costs will be as per the final approved negotiated rate per pole which includes the transport costs.
- The contract will make provision for allocation of contractors to move across Operating Units when required.
- The contract BOQ includes a line item for transport costs at a rate per kilometer (KM) for the trip from the one OU to the other and back.
- Movement of contractors between the OU's will be kept to a minimum and the work allocated when such movement is requested will be maximized to get the benefit of the additional costs incurred with moving contractors between OU's.
- This is an enabling contract and Purchase Orders will be allocated on an as and when required basis.

The Task Order Committee will approve and allocate work to the contractors as follows:

- Upon request from the end - user
- The quantity of poles to be inspected
- The resource capacity availability of the contractor (Number of Teams available to execute the works)
- To minimise transport cost, contractors based in a specific OU will be utilised first, before requesting contractors to move from the other OU.



## **2 Management strategy and start up.**

### **1 Management meetings**

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

- Meetings will be held to discuss future work requirements and any changes in the inspection report
- Prior to engaging in work, the CNC need to be notified that the contractor will be working in the area
- The contractor needs to verify with the CNC that there is complete access to the network that will be inspected and that no special permissions are required
- Any other meetings will schedule as and when required
- Allocation of work meetings to be held on a quarterly basis to ensure fair and equal work allocation

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

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

### **2. Documentation control**

The *Contractor* to ensure that all documentation relating to this contract is filed and kept on site for viewing by the *Project Manager* at any time. The *Contractor* must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the *Project Manager* at the end of the contract. Files are to be neatly labelled and indexed.

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

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

### **3. Invoicing and payment**

The *Contractor* provides a statement on the 10<sup>th</sup> and 25<sup>th</sup> of every month for the duration of the contract. The statement will reflect the following information of on all invoices submitted for payment, from the start of the contract:

- Date of Invoice
- Date of delivery of Service
- Invoice Number
- Invoice Amount excluding VAT

- PO Number
- Task Order Number
- GR Number
- Payment Status (either Paid or Unpaid)

The statement will also reflect the following summaries:

- Invoice payments outstanding <= 30days
- Invoice payments outstanding > 30days <=60 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 90days
- Total of Invoices where the *Contractor* has received payment
- Total of Invoices where the *Contractor* is awaiting payment

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

The *Contractor* shall address the tax invoice to  
ESKOM HOLDINGS SOC LIMITED

and include on each invoice the following information:

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

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

### **Payment Item Descriptions**

The descriptions given for the payment items in the Price List, indicate the work to be allowed for in the tendered rates and prices for such payment items, and are for the guidance of the *Contractor* and do not necessarily repeat all the details of work and materials required by and described in the Service Information.

### **Prices to be Inclusive**

The *Contractor* shall accept the payment provided in the Contract and represented by the rates and prices tendered by him in the Price List, as payment in full for executing and completing the work as specified.

Where the *Contractor* has priced an item as "nil" or "0-00" it will be deemed that no charges are or will be incurred against such an item. In the event of no price having been entered against any item, the tendered rate, price or sum will be taken as "nil" or "0-00".

## **4.Contract change management**

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

The *Contractor* shall request this form from the *Project Manager*

## 5. Insurance provided by the *Employer*

As per clause 83.1 insurance provided by *Employer*

## 6. Health and safety, the environment and quality assurance

### Health and safety risk management

The Contractor shall control his activities and processes in accordance with the Occupational Health & Safety Act, No. 85 of 1993 and Eskom's Construction Safety, Health and Environmental Management 32-136 (with the provided SHE Specification), Safety, Health, Environment and Quality Policy, EPC32-727 and SHE Requirements for the Eskom Commercial Process, ST32-726. The *Contractor* shall comply with the health and safety requirements contained in Section 1.3.2 of this Works Information.

The Contractors Project SHEQ File is to be updated on a continuous basis. The Contractor is to ensure that all relevant documentation and authorisations are contained in the file pertaining to the project. Upon completion of the project, the Contractor is to convert all documentation contained in the SHEQ file into electronic format and save it as a PDF File. The file name should contain the name of the Contractor and the project. The file should then be saved onto a disk or removal storage device and handed over to the Project Coordinator or Project Manager upon completion of the project.

The Contractor should adhere to the Life Saving Rules at all times.

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Life Saving Rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team will be punished together. There are five 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\*

The Contractor shall comply with the following health and safety requirements to this works information

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

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the

Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in PART 3 to this Service Information.

#### **Acknowledgement by Contractor**

I/WE, ..... DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS FROM 1 TO 25 IN SECTION 1.3.2 OF THIS CONTRACT.

I/WE UNDERTAKE TO STUDY AND ABIDE BY THESE REQUIREMENTS AT ALL TIME.

SIGNED AT: ..... ON THE ..... DAY OF  
.....20.....

**Note: Please return the above pages with the other tender returnables to the Eskom office that issued this enquiry after complying with the above.**

#### **Environmental constraints and management**

The Contractor shall comply with the environmental criteria and constraints contained in the FDP and attached in Annexure B to this Works Information and consist of the following documentation to comply with:

- ☐ TQTGS011 Rev0 Environmental Legal Compliance for KZN OU Projects with DESD's signed.
- ☐ TQTGP056 DESD Process for KZN OU.
- ☐ 240-71555318 Distribution generic EMP for operations Maintenance Standard
- ☐ DPC\_34-926 doc incorporating Water use issues draft 1 (3) (Repaired) draft 0A

In addition, the *Contractor* is required to ensure that all goods, services or works supplied in terms of this *Works Information* also conform to all applicable environment legislation(s), Safety, Health, Environment and Quality Policy, EPC32-727; SHE Requirements for the Eskom Commercial Process, ST32-726; (and additional requirements). The *Contractor* shall comply with the environmental criteria and constraints stated in Section 1.3.2.

The *Contractor* is to send a flash report for any environmental incidents that have occurred on site as soon as possible or within 24 hours to the *Eskom Environmental Representative* and *Project Manager* clearly stating any impact to the environment.

No environmental records shall be destroyed or discarded by the *Contractor*. Eskom as the *Employer* and the *Contractor* shall agree that the *Contractor* retains certain environmental records. Waste generated during the course of the project must be disposed at a registered site and the *Contractor* shall retain records of disposal.

Deviations from these requirements will be regarded as a non-conformance. Should there be concerns regarding environmental performance and non-conformance to environmental requirements, management engagements and interventions will be introduced to determine a means to addressing the shortfalls. Once these interventions have been explored and exhausted, then the *Eskom Supplier Disciplinary Process* will be followed.

The cost to the Contractor to obtain permits should it become necessary to cut a protected tree, ensure that waste is disposed of on a permitted, legal waste site and all relevant costs payable to dumping site as well as safe storage of all equipment which will be removed and replaced from site which will be transported upon instruction to the nearest designated disposal site within the KZN Operating Unit.

### **Notes and Requirements for Environmental Compliance**

- ☐ Contractors must be aware of environmental specifications in contracts and comply with them;
- ☐ Contractors building new lines and substations, and performing maintenance on existing infrastructure to attend environmental law course;
- ☐ Legal contraventions involving contractors to be communicated to all other contractors to avoid recurrence;
- ☐ Contractors to follow and comply with EMP's provided;
- ☐ Contractors building new assets or maintaining existing assets to always have a copy of the EMP, EA and any other permits (tree, water, heritage) available on site where such documents exist;
- ☐ Contractors assisting with self-build projects for third parties to attend the DESD course;
- ☐ Contractors assisting with self-build projects for third parties to ensure that the relevant documentation including the DESD is handed over to and approved by the Land Development section. Such contractors take
- ☐ liability for the completion of the DESD;
- ☐ All environmental incidents to be brought under the attention of the Eskom Holdings SOC Limited representative within 24 hours;
- ☐ Contractors must demand/request a copy of the DESD for their projects);
- ☐ Read and understand the DESD and EMP;
- ☐ (K) Ensure all relevant staff are aware of the conditions of the DESD and EMP;
- ☐ Review DESD and EMP before tendering;
- ☐ Authorisations are only issued for specific projects after submissions of the Basic Assessment

The Contractor shall at all times adhere to the Environmental Management Programme (EMP) and all referenced documents referred to in Section 2.4.

No fences, gates or locks may be damaged to obtain access onto a line route. Arrangements must be made in advance to obtain permission for access.

Use of private roads must be arranged in advance. Any damage to private roads must be repaired at the contractor's expense and to the satisfaction of the landowner.

No fires may be lit on private property. If fires are lit on Eskom's property or in the construction camp, provision must be made that no accidental fires are started. No firewood may be collected in the veld.

No trees may be cut or removed without prior permission from the landowner. Permits shall be obtained for protected trees (protected trees shall be dealt with in special conditions

The *Contractor* shall comply with the environmental criteria and constraints stated in PART 5

## Quality assurance requirements

Quality Assessment Criteria, Forms A of the QM-58 specification will be selected and completed by Eskom Representative who will identify the applicable *Contractor* quality requirements to be met. Form A of the QM-58 specification shall be signed by the *Contractor* responding to an Eskom Enquiry.

### **Contractor and Subcontractor Quality Management System Requirements**

The *Contractor* and *Subcontractor* shall have formal Quality Management System in place in accordance with the requirements of the QM-58 specification.

Such formal system shall consist of the appropriate documentations such as work procedures, work instructions, method statements, work flow documentation etc. as the case may be. This requirement constitutes the most basic Quality Management System requirements.

Unless specifically excluded in the Quality Assessment Criteria, as per the Level of Quality Requirements (Level 1, 2, 3 or 4). The *Contractor* shall have a fully documented, implemented and maintained Quality Management System that complies with ISO-9001 standard. In the event that the *Contractor* invariably requires the assistance of some *Subcontractor* in order to realise its own supply obligations.

The aforementioned requirement applies equally in all cases where any such *Subcontractor's* scope of responsibility includes the provision of any of the following activities viz. Design & Development, Manufacturing, Testing, Storage, Delivery, Installation, Commissioning, and Project Management.

Unless specifically excluded in Quality Assessment Criteria, such Quality Management System shall carry valid ISO-9001 certification from an accredited certification body, as indicated in the applicable Eskom invitation (This requirement applies equally to both the *Contractor* and any/all manufacturing third party organizations mentioned above).

Eskom reserves the right to request and perform necessary assessments at *Subcontractor* facilities.

The *Contractor* shall be responsible for defining the specific quality control elements applicable to the respective *Subcontractor's* scope of work/supply, and ensure that their *Subcontractor(s)* quality programmes support Eskom requirements

The *Contractor* shall inform Eskom of any proposed changes to the Quality Management System or staff that will affect the Quality System prior to implementation of these changes.

### **Quality Plan**

The information in this section constitutes the minimum requirements for a Quality Plan:

- All individual products and processes shall have a documented, implemented and maintained Contract Quality Plan and/or Quality Control Plan (Inspection and Test Plan).
- All production and/or service provision shall be carried out in accordance with documented Contract Quality Plan (CQP) and/ or Quality Control Plan (QCP)/ Inspection and Test Plan (ITP).
- The *Contractor* shall plan for the required Quality related activities and interfaces within the *Contractor's* Quality system, in order to demonstrate its ability towards both controlling and meeting specified Eskom requirements

## Contract Quality Plan

Contractor shall require Subcontractors to submit Contract Quality Plan (CQP) and associated documentation in accordance with requirements of Project Quality Management System processes applicable to Subcontractor Scope of Work.

Contractor shall, where applicable based on Scope of Work Criticality, ensure Procurement documents clearly and unambiguously require Subcontractor submission of a Subcontractor CQP for Contractor and Eskom review.

Contractor and Subcontractor CQP shall comply with Eskom "Quality Requirements Specifications" and shall be submitted prior to the initial Scope of Work Kick-off or initial Pre-fabrication meeting and prior to commencement of manufacturing, whichever is earlier

## Quality Control Plan

Contractor shall develop and implement processes and procedures which efficiently and effectively monitor, verify and document Quality of Scope of Work deliverables. Contractor shall ensure that Subcontractor QCP/ITP's are prepared at a level of detail sufficient to address all Quality Control related activities in chronological order, from contract review through materials verification, manufacturing, fabrication, assembly, final testing, documentation, and certification.

Where activities subject to Inspection and Test procedures are to be undertaken by a Subcontractor, the QCP/ITP shall make reference to this fact and shall include descriptive details of Subcontractors involvement. A separate QCP/ITP shall be required for each Subcontractor

Scope of Work.

Contractor may authorise use of Subcontractor QCP/ITP format providing it is in compliance with the above.

*Contractor* shall be ultimately responsible for the development and proper implementation of all Subcontractor QCP/ITPs, including those reviewed or developed by *Subcontractors*.

Eskom reserves the right to select witness and hold points within all developed *Subcontractor* QCP/ITPs for Eskom oversight of selected functions and to perform surveillance or audits of the Work.

*Contractor* shall establish processes and procedures for formal assessment of *Subcontractor* inspection and testing programs. These shall include review of *Subcontractor* inspection reports and other Quality Control documentation. Additional formal assessment of manufacturing, fabrication and assembly facility operations shall be conducted by *Contractor* to ensure continuing suitability, adequacy and effectiveness of the *Subcontractor* inspection and testing programs. Assessment frequency shall be established in consideration of *Subcontractor* Scope of Work, Criticality of Scope of Work deliverables and performance information. Assessment scope and schedule shall be developed in consultation with Eskom.

Mandatory pre-inspection meetings will be convened by Eskom or its Inspection Agency or AIA to be attended by the *Contractor* and *Subcontractors* representatives, including their Quality representatives who will be involved with the Works and records to be kept.

Eskom reserves the right to appoint resident quality inspectors that can be based at the *Contractor* or *Subcontractor's* premises and on site where the work is being performed. The *Contractor* is expected to provide work space at no cost to Eskom, for the inspector as required

## **Programming constraints**

A comprehensive and fully detailed programme is to be submitted within the seven (7) days after the introductory meeting and should indicate all milestones and critical dates. This programme must first be approved by the *Project Manager* and must be updated on an as and when required basis by the *Project Manager*

### **The following dates shall be clearly reflected on the programme:**

- Starting and completion dates for all activities as well as relevant key dates for hold or witness points. All relevant significant activities shall be shown in order to monitor the progress in the factory/workshop.
- The programme shall also reflect a 2-week period for inspection and correcting of Defects before the completion date.

Updated programmes must be available at all meetings reflecting progress to date and the date when delivery will take place through the use of task orders

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

The *Contractor* is to submit an organogram showing all key people involved in the contract 7 days after contract award. All key personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file. This would be essential if the *Contractor* is a Joint Venture.

The Contractor shall also provide a detailed organisation chart showing the personnel to be employed for the works, along with Training certificates of all key personnel. Contractors to submit proof to Eskom that their Contracts manager or delegated employee representative has NEC ECC training. A full definition of ONE team shall form part of the organisation chart per project and identity number shall form part of this document

## **7. Procurement**

### **Procurement**

#### **People**

All people employed by the *Contractor* to perform supervision of installation and commissioning should have Police Clearance before work can commence. The *Contractor's* employees shall be sober when carrying out their duties and may be subjected to random breathalyser tests

- The *Contractor* is solely responsible for the resolution of any dispute or problems that may occur between himself and his staff.

The *Contractor* undertakes to hold the *Employer* harmless against any determination or award made in terms of the Labour Relations Act No.66 of 1995 as amended

### **Minimum requirements of people employed on the Site**

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



## BBBEE and preferencing scheme

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, duly completed, dated and signed by both deponent and the commissioner of oaths, and stamped by the commissioner of oaths) for EME/QSE level 1 to 2

## SD&L Undertaking

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

## Enterprise or Supplier Development

The main contractor will be required to propose development in the following areas

| Support Description | Tenderer's proposal |
|---------------------|---------------------|
|                     |                     |

## Job Opportunities

Tenderer to indicate number of Jobs to be created and/or retained from this contract

| No of jobs to be created | No of jobs retained |
|--------------------------|---------------------|
|                          |                     |

## Skills Development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills and the 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 be from Kwa Zulu Natal and Free State, and their composition shall be representative of the population demographics of South Africa

| Skill type / Occupation                   |
|-------------------------------------------|
| Introduction to Basic Hand Tools Training |
| Driver Training                           |
| Introduction to Computer Course (Excel)   |
| ORHVS                                     |
| Risk Assessment and HIRA                  |

## Subcontracting

Not applicable

### **Restrictions to access on Site, roads, walkways and barricades**

- All vehicles used on site, by the *Contractor* will be compliant with Eskom Standards.
- All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.
- Drivers of vehicles in the Eskom Property will be required to obtain an Eskom Driver Permit.

### **People restrictions on Site; hours of work, conduct and records**

Contractor to provide own Emergency preparedness procedure and align to site emergency procedure.

- The Contractor is responsible for the provision of meals of his own personnel, and the cost thereof.
- The Contractor is responsible for the provision of transportation for all personnel to site, from site and on Site.
- The Contractor is responsible for the training and development of his staff whilst employed by the Employer.
- The Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors and the Service Manager shall have access to these records at any time.

### **Environmental controls, fauna & flora**

The Contractor shall at all times adhere to the Environmental Management Programme (EMP) and all referenced documents referred to in Section 2.4.

No fences, gates or locks may be damaged to obtain access onto a line route. Arrangements must be made in advance to obtain permission for access.

Use of private roads must be arranged in advance. Any damage to private roads must be repaired at the contractor's expense and to the satisfaction of the landowner.

No fires may be lit on private property. If fires are lit on Eskom's property or in the construction camp, provision must be made that no accidental fires are started. No firewood may be collected in the veld.

No trees may be cut or removed without prior permission from the landowner. Permits shall be obtained for protected trees (protected trees shall be dealt with in special conditions)

## **SITE INFORMATION**

Information about the sites at time of tender which may affect the work in this contract

### **1. Access limitations**

The contractor needs to verify with the CNC that there is complete access to the network that will be inspected and that there are no special permissions that are required for access

If special permission is required, the contractor is required to work through the CNC to ensure all necessary arrangements are made for access

Contractors need to be authorised for access to Eskom sites, prerequisites for these are safety files evaluated by SHEQ, HV Regs, first aid, firefighting and to be tested and certified by local FSO

Ground conditions in areas affected by work in this contract

This must be done as per the procedure DST 34- 334 Rev 3

### **3 Hidden services and other services within the site**

Prior to commencing work, this must be discussed with the CNC

### **4 Details of existing building / facilities which contractor is required to work on**

If any drawings or further details are required the contractor should make contact with the CNC for clarification

## **5 List of drawings**

### **5.1 Drawings issued by the *Employer***

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

| Drawing number | Revision | Title |
|----------------|----------|-------|
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