



## NEC3 Term Service

# Short Contract (TSSC3)

A contract between Eskom Holdings SOC Ltd  
(Reg No. 2002/015527/30)

and

for **Disconnection and Reconnection Service  
Distribution Finance, Cape Costal Cluster; Western  
Cape; Worcester Area**

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Documentation prepared by: [•] Poppy Dyasi

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### Title of the Contract

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	R[•]
Value Added Tax @ 15% is	R[•]
The offered total of the Prices inclusive of VAT is	R[•]
(in words)	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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:**

## 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

### For the tenderer:

### For the Employer

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 Contract Data

### Data provided by the *Employer*

**[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]**

1. Please read the relevant clauses in the NEC3 Term Service Short Contract (April 2013) (TSSC3)<sup>1</sup> before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used “[●]” - data is required to be inserted.]

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[●]</b>
	Fax No.	<b>[●]</b>
	E-mail address	<b>[●]</b>
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	<b>[●] Poppy Dyasi</b>
	Address	<b>[●] 12 Fitzpatrick Street, Industria, Uitenhage, 6230</b>
	Tel No.	<b>[●]046 602 3939</b>
	Fax No.	<b>[●]</b>
	E-mail address	<b>[●]dyasipp@eskom.co.za</b>
	The authority of the <i>Employer's Agent</i> is	<b>[●]</b>
11.2(5)	The <i>service</i> is	<b>[●] The disconnection and reconnection of Small Power Users in the Cape Coastal Cluster, Western Cape, Worcester Area</b>
11.2(6)	The Service Information is in	<b>the document called 'Service Information' in Part 3 of this contract.</b>
30.1	The <i>starting date</i> is.	<b>[●]TBA</b>
30.1	The <i>service period</i> is.	<b>[●] 36 months</b>
13.2	The <i>period for reply</i> is	<b>[●] weeks</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

50.1	The <i>assessment day</i> is the	<b>[•] of each month.</b>
51.2	The interest rate on late payment is	<b>[•]% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]</b>
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>the amount of the deductibles relevant to the event</b>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>
93.1	The <i>Adjudicator</i> is	<b>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 Foundation of Southern Africa (AFSA).</b>
	Address	<b>[•]</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	e-mail	<b>[•]</b>
93.2(2)	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 London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body</b>
93.4	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>
	The place where arbitration is to be held is	<b>[•] South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>
<b>The <i>conditions of contract</i> are the NEC3 Term Service Short Contract (April 2013)<sup>23</sup> and the following additional conditions Z1 to Z11 which always apply:</b>		

<sup>2</sup> If the previous edition applies change 'April 2013' for 'September 2009'.

<sup>3</sup> State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za)

## **Z1 Cession delegation and assignment**

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

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

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the service.

## **Z3 Confidentiality**

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* 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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z4 Waiver and estoppel: Add to clause 12.2:**

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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**

- 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*:
- 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 *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.
- Z5.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.



**Z6 Provision of a Tax Invoice and interest. Add to clause 50**

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* 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 Notifying compensation events**

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

**Z8 *Employer's* limitation of liability; Add to clause 80.2**

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

**Z9 Termination: Add to clause 90.2, after the words "or its equivalent":**

- Z9.1 or had a business rescue order granted against it.

**Z10 Addition to Clause 50.4**

- Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

**Z11 Ethics**

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing** means, as the context requires, the *Contractor*, or any member thereof in the case of

- Party** a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

## Z12 Insurance

### Z \_\_12.1 Replace condition of contract 82 with the following:

#### Insurance cover 82

- 82.1 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.
- 82.2 The *Contractor* provides the insurances in the Insurance Table A, from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance  The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance

Loss of or damage to equipment, plant and materials	The replacement cost where not covered by the <i>Employer's</i> insurance  The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, equipment and other things used to Provide the Service) and 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	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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

**INSURANCE TABLE B**

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

## **Z13 Nuclear Liability**

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from

nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z14 Asbestos**

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

<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 breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<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, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety

Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)<sup>4</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

<sup>4</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or [www.ecs.co.za](http://www.ecs.co.za).

## C2 Pricing Data

### C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

## C2.2 Price List

### Part 1

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Item no.	Description	Unit	Quantity	Rate	Price
1.	Disconnect SPU meter in accordance with prescribed procedure/standard, sealing of meter and data capturing <ul style="list-style-type: none"> <li>Urban Area</li> <li>Rural Area</li> </ul>	each each			
2.	Reconnect SPU meter in accordance with prescribed procedure/standard, sealing of meter and data capturing. Working hours: <ul style="list-style-type: none"> <li>Urban Area</li> <li>Rural Area</li> </ul>	each each			
3.	Reconnect After Hours SPU meter in accordance with prescribed procedure/standard, sealing of meter and data capturing. After Hours: <ul style="list-style-type: none"> <li>Urban Area</li> <li>Rural Area</li> </ul>	each each			

Total of the Prices for Part 1

### Part 2

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Item no.	Description	Unit	Quantity	Rate	Price



The total of the Prices for Part 2

## C3: Scope of Work

### C3.1 Service Information

Notes to the document compiler are provided in boxes like this one. They are not part of the contract and should be deleted before printing the final draft.

The Service Information should be a complete and precise statement of the *Employer's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Employer's* intention. The Service Information should state clearly the part of the *service* which is to be carried out by the *Contractor* and which does not require the *Employer* to issue a Task Order. This part of the *service* is priced in Part 1 of the Price List. Information provided by the *Contractor* should be listed in the Service Information only if the *Employer* is satisfied that it is required, it is part of a complete statement of the *Employer's* requirements and is consistent with the other parts of the Service Information.

#### 1. Description of the *service*

The contractor will visit a meter installation and perform a disconnection/reconnection activity as per Eskom instruction.

The task will include:

- Verify the meter number to be disconnected/reconnected
- The disconnection/reconnection will be performed by switching the main circuit breaker (MCB) into ON/OFF position. Measure voltage when switching MCB "on"
- For disconnections the MCB will be sealed in the OFF position. If the MCB does not have a shroud a disconnection sticker must be stuck over the MCB and the conductor tails between the load side of the MCB's and meter shall be removed to prevent the customer from tampering and reconnecting electricity supply.
- In case of meter being removed by the contractor, the meter should be returned to the area CNC store person
- Upon the reconnection the sticker must be removed. If fitted with a shroud then the MCB must be sealed in the ON position. The tails must be reconnected upon reconnection
- Record the meter reading after both disconnection and reconnection
- Take digital photograph of disconnected/reconnected meter showing the date and time when the photograph is taken
- Lock meter installation with Eskom lock. The contractor should report to Eskom if the kiosk is locked or damaged.
- Where meters are in the property or inside the house, the tails must be pulled as well as any other meter whether it is a single or 3 phase meter that cannot be sealed off
- Any private locks to be replaced with Eskom locks
- An inspection of the electrical installation is to be performed for any visual tampering, stuck or faulty meters and/or damages to the meter/installation and reported to Eskom.

Note: Detailed works processes and timelines information will be issued with the task instruction

- Eskom will provide the following: Sealing pliers and ferrules
- Meter seals
- Disconnection stickers

Eskom locks

Training as per portfolio of evidence (240-70413681) and Low voltage training (240-73413207) E. g on how

to seal off meters when disconnected should be enforced Low voltage authorization as per power delivery operating training standard ( 240-70413865)

Supplier will provide the following required to do the work

- All specialised tools
  1. Low voltage live tools
  2. Low voltage contact tester
  3. Link stick
  4. Multi meter

PPE (Low voltage live face shield, Low voltage live rubber gloves with leather protectors, overall, safety boots, hard hat)

Supplier to comply to the OHSAS and Eskom safety requirements

#### **Data Specification**

Eskom to provide the tenderer with a daily list of customers to be disconnected/reconnected on an excel spreadsheet by e-mail

All feedback related to disconnection/reconnection to be furnished by email daily. Provide excel spreadsheet and photos by email or USB stick to Eskom Revenue and Credit Management Department within the prescribed timeline.

The following data to be included:

- Meter reading
- Meter serial number
- Clear Digital photo (date & time stamped)
- If premise address and meter number do not correspond with data on Eskom list, then meter number and premise address must be provided to Eskom (photo included)

#### **Data Quality**

Data must be submitted daily to Eskom Revenue and Credit Management Department in Bellville. Errors must be rectified at no cost to Eskom.

**The outputs of this service include the following:**

#### **Disconnections / Reconnections**

- Disconnections and reconnections to be performed for conventional supplies  
Where the disconnection or reconnection cannot be performed due to limited network operating authorization of the Contractor, such feedback will have to be provided to Eskom Revenue & Credit Management Department. Such feedback must be substantiated with digital photographic proof of the premise
- The work request will be dispatched to the Contractors' Admin Support via the Eskom Revenue & Credit Management Department, Contact Centre and Work Management Centre.
- **Note: Eskom pay per customer installation disconnected or reconnected.**
- The contractor must have knowledge of the geographical area as well as the Eskom network.
- The contractor will be expected to read Eskom's single line diagrams to find installations where necessary.
- A digital photograph will be taken for disconnections and reconnections in such a manner that the meter readings and serial number will easily be read off the photo, as well as proof that MCB has been isolated in the OFF position and sealed/sticker for disconnections and vice versa for reconnections. Remember that these photos could be used in a court of law thus the quality needs to be good so that there can be no doubt. In some case 2 photos maybe required to obtain the desired

quality. The digital photo must be sent via Email to Eskom Revenue & Credit Management Department within the prescribed timeline.

- Eskom will not pay for the activity if the prior requested photo is not sent or is sent outside the prescribed timeline. Photo must indicate date and time stamp.
- Service points identified by Eskom to be on Rural routes will be paid a higher monetary rate for services performed on these routes. See attached schedule for classification of the routes.
- If access cannot be gained to meter installations for any reason (bad roads etc.) this must be reported via the Contractor's cell phone to the Revenue & Credit Management Department while the contractor is on site. (A digital photo will be requested by Eskom to substantiate the reason.) Eskom will then try and contact the customer and make the necessary arrangements. If unsuccessful, the contractor will have to return to the premise at an alternative date as advised by Eskom. The contractor will be paid by Eskom for both visits.
- The contractor will report all factors prohibiting the contractor from carrying out all relevant work for disconnections and reconnections i.e. vicious dogs, access denied, gate locked, incorrect coordinates, customer has proof of payment etc to the Revenue & Credit Management Department while the contractor is on site. (A digital photo will be requested by Eskom to substantiate the reason.) Eskom will then try and contact the customer and make the necessary arrangements. If unsuccessful, the contractor will have to return to the premise at an alternative date as advised by Eskom. The contractor will be paid by Eskom for both visits. Failing to report these factors will result in Eskom not paying for the specific activity and/or imposing penalties as set out in this agreement.
- The information required by the contractor i.e. Account number, Installation Number (Premise ID), name and address of customer, meter number ID (identity) will be supplied by Eskom.
- The Information required by Eskom i.e. meter reading etc. will be captured by the contractor and sent back to the Revenue and Credit Management Department.
- Eskom will provide the correct documentation (Excel spreadsheet) and will prescribe the method of communication i.e. manual or electronic.
- Under no circumstances is the contractor allowed to engage in negotiations with the customer. In the event of a dispute on the premise, the contractor may phone the relevant Revenue and Credit Management personnel for guidance and or negotiations.
- The contractor is also not allowed to deceive the customer in order to gain access to their property.
- The task will not be deemed "complete" until all the required information, in the correct format, is received by a responsible Eskom employee.
- Work shall be carried out by Eskom authorized contractor personnel only. The disconnection / reconnection shall be done by switching the Eskom Main Circuit (MCB) off/on. Under no circumstances will the contractor interfere with any circuit wiring.
- For disconnections the MCB will be sealed in the "OFF" position. If the MCB does not have a shroud a disconnection sticker may be stuck over the MCB to prevent the customer from tampering with and reconnecting electricity supply. A disconnection sticker will be supplied by Eskom.
- Upon reconnection the seal of sticker must be removed. If fitted with a shroud then the MCB must be sealed in the "ON" position
- See Timeline schedule as per section 5

#### **Disconnection of illegal reconnection**

- Take a photo of the meter & MCB in ON positions to prove illegal reconnection
- Take digital photographs showing the following: - affected meter inside the kiosk, disconnected or reconnected meter showing the meter in OFF/ON position, meter reading, date and time when the photograph is taken to prove illegal reconnection
- Please note that these photos could be used in a court of law thus the quality needs to be good so that there can be no doubt. In some cases, 2 photos may be required to obtain the desired quality. The digital photo must be saved on USB for the duration of this contract. These photos must be sent via Email to Eskom Revenue & Credit Management Department within the prescribed timeline.
- Switch off meter and the conductor tails between the load side of the MCB's and meter shall be removed to prevent the customer from tampering and reconnecting electricity supply. The tails must be returned to the Eskom site as instructed by Credit Management department.
- Apply tamper sticker next to disconnected sticker

- Tamper notice to be issued to the customer & copy must be returned to the Credit Management office

### **Move Out Disconnection / Move in Reconnection**

- Verify the meter number to be disconnected/reconnected
- For **disconnections** the MCB will be sealed in the OFF position. If the MCB does not have a shroud a disconnection sticker must be stuck over the MCB and the conductor tails between the load side of the MCB's and meter shall be removed to prevent the customer from tampering and reconnecting electricity supply.
- In case of meter being removed by the contractor, the meter should be returned to the area CNC store person.
- Upon the **reconnection** the disconnection sticker must be removed. If fitted with a shroud then the MCB must be sealed in the ON position. The tails must be reconnected upon reconnection
- Record the meter reading after both disconnection and reconnection
- Take digital photographs showing the following: - affected meter inside the kiosk, disconnected /reconnected meter showing the meter in OFF/ON position, meter reading, date and time when the photograph is taken
- Please note that these photos could be used in a court of law thus the quality needs to be good so that there can be no doubt. In some case 2 photos maybe required to obtain the desired quality. The digital photo must be saved on USB for the duration of this contract. These photos must be sent via Email to Eskom Revenue & Credit Management Department within the prescribed timeline.
- Lock meter installation with Eskom lock. The contractor should report to Eskom if the kiosk is locked or damaged.
- Where meters are in the property or inside the house, the conductor tails between the load side of the MCB's and meter shall be removed to prevent the customer from tampering and reconnecting electricity supply, as well as any other meter whether it is a single or 3 phase meter that cannot be sealed off
- Any private locks to be replaced with Eskom locks
- An inspection of the electrical installation is to be performed for any visual tampering, stuck or faulty meters and/or damages to the meter/installation and reported to Eskom.
- Disconnections and reconnections to be performed for conventional supplies
- Where the disconnection or reconnection cannot be performed due to limited network operating authorization of the Contractor, such feedback will have to be provided to Eskom Revenue & Credit Management Department. Such feedback must be substantiated with digital photographic proof of the premise
- The work request will be dispatched to the Contractors' Admin Support via the Eskom Revenue & Credit Management Department, Contact Centre and Work Management Centre.
- **Note: Eskom pay per customer installation disconnected or reconnected.**
- The contractor must have knowledge of the geographical area as well as the Eskom network.
- The contractor will be expected to read Eskom's single line diagrams to find installations where necessary.
- Eskom will not pay for the activity if the prior requested photo is not sent or is sent outside the prescribed timeline. Photo must indicate date and time stamp.
- Service points identified by Eskom to be on Rural routes will paid a higher monetary rate for services performed on these routes. See attached schedule for classification of the routes.
- If access cannot be gained to meter installations for any reason (bad roads etc.) this must be reported via the Contractors cell phone to the Revenue & Credit Management Department while the contractor is on site. (A digital photo will be requested by Eskom to substantiate the reason.) Eskom will then try and contact the customer and make the necessary arrangements. If unsuccessful, the contractor will have to return to the premise at an alternative date as advised by Eskom. The contractor will be paid by Eskom for both visits.
- The contractor will report all factors prohibiting the contractor from carrying out all relevant work for disconnections and reconnections i.e. vicious dogs, access denied, gate locked, incorrect coordinates, customer has proof of payment etc to the Revenue & Credit Management Department while the contractor is on site. (A digital photo will be requested by Eskom to substantiate the reason.) Eskom will then try and contact the customer and make the necessary arrangements. If

unsuccessful, the contractor will have to return to the premise at an alternative date as advised by Eskom. The contractor will be paid by Eskom for both visits. Eskom personnel. Failing to report these factors will result in Eskom not paying for the specific activity and/or imposing penalties as set out in this agreement.

- The information required by the contractor i.e. Account number, Installation Number (Premise ID), name and address of customer, meter number ID (identity) will be supplied by Eskom.
- The Information required by Eskom i.e. meter reading etc. will be captured by the contractor and sent back to the Revenue and Credit Management Department.
- Eskom will provide the correct documentation (Excel spreadsheet) and will prescribe the method of communication i.e. manual or electronic.
- Under no circumstances is the contractor allowed to engage in negotiations with the customer. In the event of a dispute on the premise, the contractor may phone the relevant Revenue and Credit Management personnel for guidance and or negotiations.
- The contractor is also not allowed to deceive the customer in order to gain access to their property.
- The task will not be deemed "complete" until all the required information, in the correct format, is received by a responsible Eskom employee.
- Work shall be carried out by Eskom authorized contractor personnel only. The disconnection / reconnection shall be done by switching the Eskom Main Circuit (MCB) off/on. Under no circumstances will the contractor interfere with any circuit wiring.
- For disconnections the MCB will be sealed in the "OFF" position. If the MCB does not have a shroud a disconnection sticker maybe stuck over the MCB to prevent the customer from tampering with and reconnecting electricity supply. A disconnection sticker will be supplied by Eskom.
- Upon reconnection the seal of sticker must be removed. If fitted with a shroud then the MCB must be sealed in the "ON" position

Typical data capture for **SPU Installations** but not limited to :

Meter serial / badge number		
Meter reading – Dial 1		
Dial 2		
Dial 3		
Is meter Single or 3 Phase		
Number of digits left of comma		
Number of digits right of comma		
Circuit Breaker size		
Sealing Pliers number		
Is the meter box locked	YES	NO
Are the hinges in good condition	YES	NO
Is the meter installation or meter in need of any repair	YES	NO
If so, detail		
GPS Coordinate		

## 2. The Contractor requirements-

- Contractor Field Staff to be locally based within the respective area
- Have sufficient contractor field staff to manage all the required activities within the timelines – ideally have separate resources to do both disconnections and reconnections, as well as move in/move out activities within the prescribed timelines.
- The contractor will provide own administrative support personnel to be available during hours of operation as prescribed in the scope and Western Region disconnection/reconnection contractor notes.
- Furthermore, is it expected that the contractor will make the necessary arrangements to ensure that the post is filled at all times to ensure timeous communication between Eskom and the contractor. This includes periods when the administrative person might be on leave, sick leave etc.

- The contractor will supply their own equipment that will enable them to execute their duties as per the contract, i.e. fax and photocopy machines, as well as all stationery.
- The contractor will ensure that all contractor field staff / office staff has access to e-mail and/or fax facilities, a cell phone for all communication and equipment to take a reasonable quality digital photo which can be sent remotely.
- The contractor must ensure that contractor field staff have the required resources to provide a quality and timeous service. Such resources include a suitable vehicle for the terrain.  
Under no circumstances may the field staff use Eskom or the customer's resources to carry out their duties unless specifically stated in this document.
- Contractor field staff vehicles will be visibly marked with an Eskom logo on the side of the vehicle (Magnetic Sticker will be supplied by Eskom), identifying them as contractors to Eskom. A maximum of 2 contractor personnel per vehicle when accessing a customer's premises.
- Contractor field staff must at all times be neat and wear clearly marked apparel (shirts or bibs) which identifies them as Eskom contractors.
- A statutory requirement by all Eskom contractors is to report any faulty equipment on the network which is a safety risk i.e. low hanging conductor, damaged meter kiosks etc. to designated Eskom personnel.
- It is the contractor's responsibility to ensure that on completion of any site visit (meter route readings, disconnection etc.) by the contractor field staff that the installation will be left in an electrical and tamper safe condition i.e. the meter cover and meter terminal plate will be sealed and the box will be locked with an Eskom lock to minimize the risk. All financial risks, i.e. suspected tampering etc. must be reported to designate Eskom personnel. Note this is an inherent activity and no extra payment will be made for these activities. Eskom will do random audits to check compliance to the above.
- All contractor field staff will attend the relevant Eskom courses i.e. meter reading, LV regulations etc. and be accredited before they are allowed to do field work.
- Eskom customers will be treated courteously and respectfully at all times
- Under no circumstances may the contractor give the customer access to the box or a key unless instructed as such in writing by Eskom.
- No additional payment will be made for the request of Digital photos as this is part of the normal activity

### **3. Eskom shall: -**

- Provide the contractor with sealing pliers, sealing wire and ferrules or any other type of sealing devices, disconnection stickers and Eskom locks. The contractor will be liable for loss or damage to the allocated sealing pliers.
- Eskom will issue ID card, Letter of authorization, and magnetic sticker with Eskom logo and apparel with Eskom identity to contractors as means of identification.
  - Provide the applicable training (training may also be provided by Eskom approved training providers) to the contractor field staff and the contractors' admin support. Refer to portfolio of evidence (240-70413681) for all training requirements. Eskom reserves the right to bill the contractor for any training provided. All transport to and from the training provided by Eskom will be for the contractor's account.
  - Eskom will not pay the cost of training the contractor's employees, including travel and accommodation costs as explained above.
- Eskom will periodically review the pricing of activities and make discretionary increases based on economic and inflationary trends.

### **4. Work Processes**

- When a work order (disconnection / reconnection list) is issued, the contractors' admin support must sign receipt or confirm receipt thereof in writing, i.e. via return E-mail.
- All completed field tasks will be reported back to the Revenue & Credit Management Department. Eskom to provide contact details, i.e. telephone, fax numbers, email addresses etc.
- The contractors' administrative support personnel will give daily feedback to the Revenue & Credit Management Department.

- No task will be considered as completed until Eskom has received the feedback in the appropriate format and timelines.

Note: Timeline schedule

- The contractors' administrative support needs to do weekly and monthly reports and provide Eskom with timeous feedback. Work reconciliation and invoicing process will be used as prescribed by Eskom.
- All financial statements and invoices will be in compliance of GAAP.

## 5. Timelines

### Disconnections

- Eskom will provide the contractor electronically (E-mail) with disconnection list daily (Monday to Thursday) by 09:00AM; and on an ad hoc basis when the need arises.
- The contractor to perform the physical disconnections and provide the necessary feedback (as prescribed by Eskom), by 15:00PM on the same day that the list was received.
- The following data elements are requested:
  - Meter read
  - Meter serial number
  - Digital photo (date & time stamped), proving physical disconnection
  - If premise address and meter number does not correlate with disconnection list, then the meter number and/or premise address must be provided to Eskom. (Photo also required).
- If there is a large volume of work, a new deadline can be negotiated between the designated Eskom personnel and the contractor.

### Reconnections

- Eskom (Revenue & Credit Management Department, will electronically provide the reconnection list to the contractor on a daily basis (Monday to Friday), it can occur during the course of the day up until 15:00 PM.
- These normal hour reconnections will be executed on the same day by the contractor within a 12-hour timeline.
- If normal hour reconnection requests are received after 15h00PM, this will only be executed the next morning.
- Any normal hour reconnection request received and logged before 15:00PM, but the work order only replicates after 15h00PM, for reasons determined by Eskom, that work order will be dispatched to the contractor for execution to be done the same day, within an agreed turnaround time of 24 hours.
- All these reconnection work orders send to and received by the contractor before 15:30PM, must be done the same day. The normal contractor rates will apply.
- Any normal hour reconnection request received and logged after 15:00PM, (unless stated "Reconnection after Hour") and the work order is received by the contractor, then the work must be done by 09:30AM the following morning.
- Any reconnection after hour requests received and logged from 15:00PM and Eskom request the work to be done after 15:00PM, then the Contractor will receive the after-hour call out rate.
- Business After hours is defined as between 16:30 PM to 07:45 AM (the next morning).
- Red Areas (to be defined) in which no work is performed after a certain time will also apply to reconnections to be done by contractors.
- The contractor should perform the physical reconnection within the required timelines, within an agreed turnaround time of 24 hours, with the aim to reconnect the same day if payment is received before 15:00PM and dispatched/ instructed by Eskom as such.
- The contractor should provide the necessary data feedback (reconnection list by digital photo by email) by 09:00 AM the following day.
- The following data elements to be provided:
  - Closing meter read and opening meter read
  - Meter Serial number
  - Photo proofing of physical reconnection
  - Photo date and time spent.



- If premise address and meter number in field do not correlate with list provided, the field meter number and/or premise address must be provided as feedback to Eskom. (Photo also required).
- If Eskom request the work to be done after hours, i.e. between 16:30 PM and 07:45 AM (following day), the Contractor will receive the after working hours rate.
- The contractor will not be expected to react to call outs which are received after 21:00 PM.
- Weekends will be deemed to start at 15:00 PM on a Friday and end at 7:30 AM on a Monday. The period between the timelines specified as well as Public holidays are considered to be “after working hours” and payment will be effected accordingly. Contractors must be available for disconnections and reconnections during weekend days until 21:00 on Saturday and Sunday evenings. During weekends an 8-hour turnaround time is expected for the contractor to complete the work request.

## 6. **Penalties**

### **Disconnection/Reconnections and all other Reading activities**

- Contractor will not be paid for late, incomplete, inaccurate or poor-quality work, which includes inadequate feedback.
- Eskom will re-schedule the task if the contractor has not completed and allocated task as per the prescribed Eskom specifications and timelines, the above will be completed at contractors own expense.
- Note: If for any reason the contractor cannot perform the task, timeous feedback from the field must be given to the designated Eskom personnel. Eskom will then decide on the action to be taken. See scope of work for details.
- Eskom encourages the contractor to locate installations/customers that are consuming energy in the field but are not on the CC&B billing system.
- Note: If Eskom is dissatisfied with the quality of service delivered by the Contractor/ Contractor Field Staff for a specific task or in general, Eskom will then notify the contractor in writing that another Contractor or Eskom personnel will be performing that output. The Contractor will then be billed for the work performed by the 3<sup>rd</sup> party as per the rate quoted by the 3<sup>rd</sup> party.

## 7. **Other Requirements**

- Requirements and specifications of the Occupational Health and Safety Act 85 of 1993 must also be adhered to. Specifications will be provided to the contractor.

### **Tools and Equipment**

All tool and equipment must conform to Eskom’s standards for Safety

- Protective clothing
- Safety equipment
- Hand tools including bolt cutters
- Low voltage live tools, multi meter

### **Training, Authorisation and Safety**

Authorisation requirements:

- All activities involving live LV work must be carried out by appropriately authorised persons  
Minimum requirements:  
Low Voltage Live Work (240-124982934)  
Operating Regulations Low Voltage Systems (240-61523882)  
Test Instruments (Earth Leakage, Polarity & Multi Meter)  
First Aid level 2
- Authorization permits must be submitted to the Eskom representative as proof of been authorised by Eskom,

Safety requirements and standards:

- Contractors must comply with all safety standards and procedures

Responsibility for training:

- It is the contractor's responsibility that his /her staff is trained to meet all the requirements. Eskom will provide orientation and on-the-job training related to disconnection and reconnection of meters

## 2. Specifications

List the specifications that apply to this contract. Some typical headings have been provided as a minimum; delete if not required or expand and include correct titles as applicable.

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
<b><u>Technical specifications:</u></b>		

### 3. Constraints on how the *Contractor* Provides the Service

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.  
Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

#### 3.1 Meetings

Provide information about regular meetings to be held such as early warning and compensation event meetings (suggest weekly), safety and planning meetings.

#### 3.2 Use of standard forms

Provide details of standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications.

#### 3.3 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
  - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
  - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

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

### 3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

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

### 3.6 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

### 3.7 Cataloguing requirements by the *Contractor*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

### 4. Requirements for the plan

State whether a plan is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

### 5. Services and other things provided by the *Employer*

Describe what the *Employer* will provide such as services (including water and electricity) and “free issue” plant and materials and equipment.

Item	Date by which it will be provided

### 6. Property affected by the *service*

Give information about any property upon which the *service* is to be provided. This may include the property of others as well as that of the *Employer*. Also provide any other information which is likely to affect the *Contractor's* work.



## Task Order

**Task Order form for use when work within the service is instructed to be carried out within a stated period of time on a Task by Task basis**

Task Order No.      [●]    service      .[●]

To: [●].....  
..... (Contractor)

Task Order No.      [●]                                  service    .[●]

To: [●].....

..... (Contractor)

I propose to instruct you to carry out the following task:

Description	[•]
Starting date	[•]
Completion Date	[•]
Delay damages per week	[•]

Please submit your price and programme proposals below.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

(for *Employer*)

Delay damages per week [●]

(for *Employer*)

Total of the Prices for this Task Order R \_\_\_\_\_

(for Contractor)

(for *Employer*)