



NEC3 Term Service

Short Contract (TSSC3)

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

and

for **PROVISION OF ENERGY PROTECTION PREPAID &
SPU (SMALL POWER UNITS) AUDIT SERVICES TO
ESKOM DISTRIBUTION IN CAPE COASTAL
CLUSTER**

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Documentation prepared by:

CONTRACTS MANAGEMENT

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:

PROVISION OF ENERGY PROTECTION PREPAID & SPU (SMALL POWER UNITS) AUDIT SERVICES TO ESKOM DISTRIBUTION IN CAPE COASTAL CLUSTER

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	Rates Contract
Value Added Tax @ 15% is	Rates Contract
The offered total of the Prices inclusive of VAT is	Rates Contract
(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

**Senior Manager:
Maintenance & Operations:
Cape Coastal Cluster EC & WC**

**for the
Employer**

**ESKOM HOLDINGS SOC LIMITED,
Sunilaws Office Park, Beacon Bay
EAST LONDON, 5205**

(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

**Senior Manager,
Maintenance & Operations,
Cape Coastal Cluster EC & WC**
(Insert name and address of organisation)
**ESKOM HOLDINGS SOC LIMITED,
Sunilaws Office Park, Beacon Bay
EAST LONDON, 5205**

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

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 4585
	Fax No.	011 800 5803
	E-mail address	www.eskom.co.za
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	Terrah Menyo (EC)
	Address	Sunilaws Office Park, Beacon Bay EAST LONDON, 5205
	Tel No.	+27 47 502 6716
	Fax No.	[•]
	E-mail address	MenyoTT@eskom.co.za
	The authority of the <i>Employer's Agent</i> is	To carry out all actions of the employer in this contract
30.1	The <i>service period</i> is.	60 months
13.2	The <i>period for reply</i> is	1 week
50.1	The <i>assessment day</i> is the	On Completion of the Task or as agreed between Employer and Contractor
51.2	The interest rate on late payment is	0% per complete week of delay.
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	the amount of the deductibles relevant to the event
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No

93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	To be appointed when dispute arise
	Tel No.	
	Fax No.	
	e-mail	
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	East London, Eastern Cape, South Africa Cape Town, Western Cape, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	The conditions of contract are the NEC3 Term Service Short Contract (April 2013)¹² and the following additional conditions Z1 to Z11 which always apply :	
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or	
Z1.2	assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	

¹ If the previous edition applies change 'April 2013' for 'September 2009'.

² 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

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.

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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.

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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 Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor’s employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement

of this contract or in execution thereof.

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

Z12 Insurance

Z __12.1 Replace 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 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,	<u>Loss of or damage to property</u>

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	The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 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 44 of 1999, or any replacement section dealing with the same subject matter.

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

Z14 Asbestos

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

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

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

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

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)³ 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]:	Rates contract
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]:	Rates contract

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or 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.

C2.2 Price List**Part 2A (SPU)**

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

	SPU		ESKOM	
	Description	Unit	Urban	Rural
1	Meter Audit and installations tested with metes 32 Device (Single phase)	ea.		
2	Meter Audit and installations tested with metes 32 Device (Dual phase)	ea.		
3	Meter Audit and installations tested with metes 32 Device (three phase)	ea.		
4	Installations tested with metes 32 Device; 1 x single phase meter change and re-audit	ea.		
5	Installations tested with metes 32 Device; 2 x single phase meter change and re-audit	ea.		
6	Installations tested with metes 32 Device; 3 x single phase meter change and re-audit	ea.		
7	Audit 3 phase (poly phase meter) tested with Metes 32 device, 1 x meter poly phase meter 100-125A change and re-audit.	ea.		
8	Audit 3 phase (poly phase meter 160A) tested with Metes 32 device, 1 x meter poly phase meter change 160A	ea.		
10	Disconnection of all meters and Issue a Tamper Notice plus 2 photos	ea.		
11	Reconnection and seal	ea.		
	Change-out of 3 single phase meters and replace with polyphase meter Tamper/faulty	ea.		
12	Adhoc Remedials - re-attach the meter or meter backing board or a TBC (Terminal block cover)	ea.		
13	P%G	%		
14	Allowance for compliance with health & safety requirements.	%		
15	Provision for fleet running costs (LDV, Minibus, etc) (base to site and back and around working points)	km		

Part 2B (PPU)

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

ESKOM						
Item No.	Activity Description	Unit of Measure	Quantity	Rate of Charge		Remarks
				Urban	Rural	
1	Administrative and regulatory compliance					
1.1	Allowance for compliance with health & safety requirements.	Percentage	Each			% of total contractor labour costs.
	P%G					
2	PPU meterpoint auditing					
2.1	Inspection of meterpoint and functional testing of meter.	Number	Each			Check & test sheet to be provided by PM.
2.2	Collection, capturing and submission of customer details & field data using own hand-held unit.	Number	Each			Check sheet to be provided by PM. Specifications of the hand-held unit to be provided during contractor clarification meeting.
2.3	Capturing and submission of digital pictures of all audited meterpoints including before and after fixing, where applicable, and/or associated immediate MV pole numbers upon instruction issued by an appointed Project Manager (PM).	Number	Each			Invoice limited to valid and relevant pictures only and excluding duplication.
2.4	Issuing of 'not at home audit' (no-access) notices.	Number	Each			
2.5	Repeat visit due to 'not at home audit' (no-access).	Number	Each			Strict monitoring & control measures required.
3	PPU meterpoint fixing					
3.1a	Replacement of non-STS common base metering installation (magnetic card, etc) with a common base metering installation. Testing and sealing of a replacement meter and ensuring that it is vending-ready.	Number	Each			Specification of meter seals to be provided by PM. The existing meterbase may be re-used to mount the customer interface unit (CIU).
3.1b	Replacement of non-STS common base metering installation (magnetic card, etc) with split/smart metering installation. Testing and sealing of a replacement meter and ensuring that it is vending-ready.	Number	Each			Specification of meter seals to be provided by PM. The existing meterbase may be re-used to mount the customer interface unit (CIU).
3.2	Replacement of faulty STS split meter installation with split/smart meter. Testing and sealing of a replacement meter and ensuring that it is vending-ready.	Number	Each			Specification of meter seals to be provided by PM. The existing meterbase may be re-used to mount the customer interface unit (CIU).
3.3	Coding of STS meter, subject to applicability.	Number	Each			This activity is preferably in-sourced due to risk of governance.
3.4	Sealing of all unsealed meters and capturing digital pictures of all unsealed meters beforehand.	Number	Each			Specification of meter seals to be provided by PM.
3.5	Replacement of top pole box covers on all service points poles where it is missing.	Number	Each			
3.6	Addition of 1.5 mark-up factor on a polyphase prepaid metering installation activity.	Number	Each			Applicable and limited to activity 3.1 & 3.2.
3.7	Labelling of installation, where applicable i.e. placement of test sticker.	Number	Each			
4	Remedial intervention					
4.1a	Disconnection of all bypassed / tampered / illegally connected meterpoints including illegal vending (high units) and clearing of associated credit units.	Number	Each			
4.1b	Issuing of metering code contravention notices and/or remedial charges in respect of 4.1a above.	Number	Each			
4.2	Reconnection of meterpoints disconnected via remedial intervention upon lawful instruction by an appointed Project Manager (PM).	Number	Each			NB: Insourcing of this activity for purposes of segregation of duty should be considered.
4.3	Correction of an unauthorised meterpoint upgrade.	Number	Each			Rates should be equivalent to activity 3.1 or 3.2 subject to applicable scope of work.
4.4a	Optional: Imposition of contractor penalties for unresolved customer transgressions at meterpoint and unfixed faulty metering installations i.e. dereliction of duty by contractor.	Number	Each			
4.4b	Optional: Imposition of customer or contractor penalties for damage of primary components of a metering installation i.e. due to unauthorised handling or negligence.	Number	Each			
5	Other					
5.1	Provision for fleet running costs (LDV, Minibus, etc) (base to site and back)	Number	Km			Based on the average of NAAMSA determination.
5.2	Material: Provision for consumables.	Number	Each			Mark-up to cover self-sourcing costs.

PRICE BASE

- The prices will be fixed and firm rates for the first 12 months of the contract and thereafter, at the anniversary date of the contract the prices will be adjusted for inflation using the current ruling Consumer Price Index (CPI).
- Over and above and independent of this provision, the rates will be evaluated half-yearly (6 months) from the date of commencement of the contract and adjusted either upwards or downwards in terms of the Fuel Price Adjustment clause and formula contained in this document below.

FUEL PRICE ADJUSTMENT CLAUSE AND FORMULA

- Rates will be reviewed quarterly and adjusted for fuel price variations as detailed below. Please note that this adjustment process is over and above and independent of any price adjustment referred to elsewhere in this contract.
- A base fuel price based on the Price per litre of unleaded fuel in IN-LAND will be defined on commencement of the contract.

Base Fuel Price Assigned: _____ [1 month prior to Tender Closing Date]

Date: _____ [1 month prior to Tender Closing Date]

- The rates per activity will be reviewed at six month intervals after commencement of the contract. If the average price of unleaded fuel has varied by more than R0.50 per litre over the previous six months since any previous adjustment then the rates for the next six month period will be adjusted by the following formula and will become the new firm & fixed rate until adjusted again in terms of this clause or any other clause contained herein. In terms of this clause the rate per activity will be adjusted both upwards and downwards from the rates applicable at the time of adjustment.

Fuel Price Adjustment Formulae to be applied per activity:

((	Base Rate	Activity	X	New Fuel Prices Average	)	–	Base activity Rate	)	X	0.4
	Base Fuel Rate			Over last six months						

= Price Adjustment up or down

C3: Scope of Work

C3.1 Service Information

The scope of work for SPU and PPU Meter Auditing Services for the **Cape Coastal Cluster EC & WC** in RURAL (R) and URBAN (U) .

1. Description of the service

The outputs of this service include the following activities:

Part 2A (SPU)

(a) SPU Meter Data and Revenue Protection Audit:

Collect Data:

Installation number

Transformer Number

Single phase / Three phase

Meter serial number / numbers

Meter make

(b) GPS meter position:

Using a Kocos Meters test device conduct a meter accuracy verification on each meter. Open meter terminal cover. Connect phase and neutral voltage using test probes. Apply clip-on CT to phase being tested. Connect load using insulated clips. Start the test on the Kocos verifier. Repeat the procedure for 3 phase installation, testing all 3 meters.

Save the test results for download into a meter test sheet.

(c) Meter change-out (Current Transformer):

Remove old and install new meter

Commissioning test on new meter (Metes)

Record meter change-out data (logger)

Sealing of new meter

Complete Meter Movement Form

(d) Taking Photographs

Take photos that clearly show the meter numbers and readings of the old meters, if tampered take additional photos to show proof of tampering. Take photos of new meters clearly showing serial numbers and readings. Photos to be taken after sealing of meters to clearly indicate that the meters are sealed. If unsafe / bees / poor condition, take photo to indicate

PART 2B (PPU)

(a) PPU Meter Data and Revenue Protection Audit:

Collect customer/ installation/ meter data, GPS meter position, Commissioning test on meter, Record earth leakage test result, Record credit trip test result, Record power supply status, Record meter seal status, Record visual check on meter fault, Record visual check on tampering, Record meter type.

(b) Meter change – out:

Remove old and install new meter, Commissioning test on old meter, Record meter change – out data, Sealing of new meter, Complete meter movement form, SMS meter credit to Eskom Contact centre

(c) Sealing of un-sealed meter:

Seal all meters that are found unsealed, Seal new meter

(d) Disconnection of supply (if meter found tampered):

Disconnect supply on load side of pole top breaker, Attach label to the disconnected conductor, Attach label to the inside of the meter base, Re- install tampered meter and seal meter, complete tamper form and give to customer

(e) Disconnection of supply (Not at home):

Notice to be left if Customer not at home, after second visit if Customer still not at home disconnect from the pole top box, Attach disconnect label in the pole top box Complete disconnect notice and leave under door of customer

(f) Monthly Data & Reporting:

Data capture on loggers to be submitted monthly in access database.

Monthly progress report to be produced.

2. Specifications

Title	Date or revision	Tick if publicly available
Health and Safety requirements (34 – 333)		
Environmental requirements		
Site regulations and access control		
Distribution Standard – Part 12: STANDARD FOR LOW VOLTAGE OPERATING (34-638)		
Training of Contractors on the Installation of Pre-Paid Meters (34-372)		
Generic Safety and Health and Environmental Specification for Contractors (SRSPEC002)		
Technical specifications:		
Connection charges for customers connected to Eskom's Distribution network Procedure (240-96748696)		
CODE OF PRACTICE FOR THE RECOVERY OF CAPITAL COSTS FOR DISTRIBUTION NETWORK ASSETS (NRS 069:2004)		

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

- The Consultant/Contractor is to observe the Occupational Health & Safety requirements to be met by Contractors and Sub-Contractors employed by Eskom
- All safety requirements to be strictly adhered to by the Contractor
- Adherence of Eskom Life-Saving rules
- Immediately report to Eskom liaison person any difficulties or problems which are impeding the quick and smooth carrying out of the service.

3.1 Meetings

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

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 *Service Manager* by the person convening the meeting within five days of the meeting.

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

3.2 Use of standard forms

Contracting parties must use NEC standard forms available in the Eskom Intranet for administration of the contract.

3.3 Invoicing and payment

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:

ESKOM HOLDINGS SOC LIMITED

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.

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. A site diary will be required.

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

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

4. Requirements for the plan

The works are to be completed in according to specifications in all respects and ready for take – over by the *Employer* within the stipulated time frame.

The business plan needs to be adhered to for the duration of the contract. Eskom will deem any deviation in breach of this contract. Any intent to deviations from the plan requires a submission to Eskom with an impact assessment of the proposed change.

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

Item	Date by which it will be provided
Single Line Drawings	To be provided as work is issued to the contractor
Spatial Map	To be provided as work is issued to the contractor
Meters	As requested
Meter Sealers	As requested
Disconnect Books	As requested
Meter Movement Form Books	As requested
Temper Notice Books	As requested
Orange locks	As requested

6. Property affected by the *service*

Contractor to inform customer of their scope of work.

Under no circumstances is the contractor allowed to engage in negotiations with the customer also the contractor is not allowed to deceive the customer in order to gain access to their property.

Eskom will then try and contact the customer and make the necessary arrangements, if unsuccessful the contractor will have to return at an alternative date as advised by Eskom.

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)

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)

Total of Prices for items of work on the Price List
(details attached)

R. _____

Total of Prices for items of work not on the Price List
(details attached).

R. _____

Total of the Prices for this Task Order R _____

The programme for the Task is [ref] (attached)

Signed: Date

(for Contractor)

I accept the above price and programme and instruct you to carry out the Task

Signed: Date:

(for Employer)