



NEC3 Term Service

Short Contract (TSSC3)

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

and

for **PROVISION FOR DISCONNECTION AND
RECONNECTION SERVICES IN EAST LONDON
AND PORT ELIZABETH IN EASTERN CAPE
OPERATING UNIT**

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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 FOR DISCONNECTION AND RECONNECTION SERVICES IN EAST LONDON AND PORT ELIZABETH IN EASTERN CAPE OPERATING UNIT (ECOU)

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: Finance
Cape Coastal Cluster**

**for the
Employer**

**ESKOM HOLDINGS SOC LIMITED,
Megawatt Park, Maxwell Drive,
Sandton, Johannesburg**

(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)

(Insert name and address of organisation)

Name &
signature
of witness

Date

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
14.5	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
	Name	Poppy Dyasi
	Address	12 Schonland Rd, Industria Uitenhage
	Tel No.	046 602 3939
	Fax No.	
	E-mail address	dyasipp@eskom.co.za
	The authority of the <i>Employer's Agent</i> is	To carry out all actions of the employer in this contract
11.2(5)	The <i>service</i> is	Provision for Disconnections, Reconnections, hard disconnections East London and Port Elizabeth in Eastern Cape Operating Unit
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	01 June 2024
30.1	The <i>service period</i> is.	36 months (31 May 2027)
13.2	The <i>period for reply</i> is	1 weeks
50.1	The <i>assessment day</i> is the	25th of each month.
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
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
The <i>conditions of contract</i> 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 *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.

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

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

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 2

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

DESCRIPTION	RATE
Disconnect SPU meter in accordance with prescribed procedure/standard, sealing of meter and data capturing <ul style="list-style-type: none"> Urban Area Rural Area Rural High 	
Reconnect SPU meter in accordance with prescribed procedure/standard, sealing of meter and data capturing. Working hours: <ul style="list-style-type: none"> Urban Area Rural Area Rural High 	
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"> Urban Area Rural Area Rural High 	
Move in/Out Urban	
Move In/Out Rural	
Move In/Out Rural High	
Hard Disconnection/Reconnection Urban	
Hard Disconnection/Reconnection Rural	
Hard Disconnection/Reconnection High Rural	

PRICE BASE

- The prices will be fixed and firm rates for the first 12 months of the contract and the 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

Provision for reconnections, disconnections, hard disconnections and hard reconnections in East London and Port Elizabeth within the Eastern Cape Operating Unit (ECOU). Rural High (RH) longer distances between service points, Rural (R) average distances between service points and Urban (U) concentrated areas. Some areas will be changed for the purpose of the contract from Rural to Rural High due to the long distances travelled, being difficult to locate & changes from the place of download because of network challenges.

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. Errors must be rectified at no cost to Eskom.

The outputs of this service include the following:

_DISCONNECTIONS/ RECONNECTIONS

- The work request will be dispatched via the Contractors' Admin Support or the Eskom Contact Centre.
- Note: Eskom pay per customer installation Disconnections/ Reconections
- 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 reconections in such a matter 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 reconections. 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 MMS or Email to the Contractors' Admin Support within the timeline schedule. Eskom will not pay for the activity if the prior requested photo is not sent or outside the prescribed timeline
- The contractor will report all factors prohibiting the contractor from carrying out all relevant work for disconnections and reconections 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. If access cannot be gained to meter installation for any reasons (bad roads etc.) this must be reported via the Contractors Cell phone to the Walk in Centre (Contractors' Admin Support) 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 at an alternative date as advised by Eskom. The contractor will be paid by Eskom for both visits.

- The information required by the contractor i.e. Installation Number (POD 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 Contractors' Admin Support.

- Eskom will provide the correct documentation (Maximo Work Order) and will prescribe the method of communication i.e. manual or electronic.
- Note: 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.
- Note: 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, (digital photo to be provided as proof of disconnection as well as meter reading),
- Upon reconnection the seal of sticker must be removed. If fitted with a shroud then the MCB must be sealed in the "on" position, (digital photo to be provided as proof of reconnection as well as meter reading),

See Timeline schedule

MOVE IN / MOVE OUT :

- Same as the above described Disconnection / Reconnection process is applicable to this task. The only exception is that the MCB will only be switched "on" or "off" upon instruction from Eskom. The main focus will be on the opening / closing reading of the meter.
- Note: Eskom pay per customer installation
- A digital photograph will be taken in such a manner that the meter readings and serial number will easily be read off the photo. The digital photo must be sent via MMS or Email to the Contractors' Admin Support within the timeline schedule. Eskom will not pay for the activity if the prior requested photo is not sent or outside the prescribed timeline.
- Customer Request sticker maybe stuck over the MCB to prevent the customer from tampering with and reconnecting electricity supply. A Customer Request sticker will be supplied by Eskom, (digital photo to be provided as proof of disconnection as well as meter reading),
- **See Timeline schedule**

HARD DISCONNECTIONS/ RECONNECTION (DISCONNECTION OF METERS AT GROUND LEVEL)

Inform customer on your scope of work.

- Open meter box
- Using all relevant PPE wear overall use rubber gloves, leather gloves; face shield and hardhat insulated tools (flat screw driver; insulation tape, Philip's screw driver for voltage below 1000 volts and voltage tester).
- Switch off MCB in the meter box.
- Test if the supply is on or off

DISCONNECTION PROCESS:

- Commission the disconnection process only when the point is dead
- Identify correct cable to be disconnected.
- Follow correct sequence for disconnection
- Remove the jumper
- Remove one jumper (live) for single meter and remove three jumpers for three phase meter (live jumpers)
- Put disconnection sticker and take photo with date and time
- Live (phase) jumpers must be taken by the responsible person doing the disconnection.
- Lock meter box

RECONNECTION OF THE HARD DISCONNECTION:

- Inform customer on your scope of work.
- Open meter box
- Using all relevant PPE wear overall use rubber gloves, leather gloves; face shield and hardhat insulated tools (flat screw driver; insulation tape, Philip's screw driver for voltage below 1000 volts and voltage tester).
- Test if the supply is off
- If the supply is off replace the jumpers (replace one jumper if it is single phase and replace three jumpers if it is three phase (three meters))
- Switch on MCB in the meter box and take a photo with date and time.
- Lock the meter.

N.B it is important that all personnel that perform this activity must have undergone LV authorization training at their own expense. If the contractor has not done the hard disconnection and reconnection output in the last 6 months. It is imperative that the refresher training on LV authorization training must be done.

The disconnection of MOT time lines is to be done within 72 hours of request and reconnection to be done within 6 hours of request. The after reconnection will apply for reconnection after 15h30 every day and reconnection over week ends which start from 15h30 Friday up to 7h45 Monday.

MOVE IN / MOVE OUT :

- may be requested as and when required
- The work request will be dispatched via Contractors' Admin Support
- Note: Eskom pay per customer installation
- A digital photograph will be taken in such a manner that the meter readings and serial number will easily be read off the photo. The digital photo must be sent via MMS or Email to the Contractors' Admin Support within the timeline schedule. Eskom will not pay for the activity if the prior requested photo is not sent or outside the prescribed timeline.

N.B it is important that all personnel that perform these activity must have undergone LV authorization training at their own expense.

DATA COLLECTION:

- The work requested will be dispatched via the designated Eskom personnel.
- This activity will be coordinated in the most cost effective way.
- Eskom will provide a GPS instrument/data logger to do the coordinates.
- Data to be captured and returned to designated Eskom personnel within agreed timelines.

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 coma		
Number of digits right of coma		
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		

Penalties and incentives

Disconnection/Reconnections and all other Reading activities

- Contractor will not be paid for late, incomplete, inaccurate or poor quality work, which includes feedback.
- Eskom will re-schedule the task if the contractor has not completed an 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 Contractors' Admin support. 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. A monetary reward per successful CC&B update will be paid to the contractor.
- Note: If Eskom is dissatisfied with the quality of service delivered by the Contractor/ Contractor Field Staff / Sub Contractors 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 3rd party as per the rate quoted by the 3rd party.

2. Specifications

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

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

- Contractor Field Staff / Sub Contractors to be locally based within the respective area
- Have sufficient Contractor Field Staff / Sub Contractors to manage all the required activities within the timelines – to do Route meter readings, disconnections, hard disconnections and reconnection and the other activities. Note under no circumstances will a Route reading be interrupted so that another activity can be carried out.
- The Contractor will provide the Contractors' Admin Support personnel who will be situated at the Eskom office, the incumbent will prescribe to the normal Eskom working hours, furthermore it is expected that contractor will make the necessary arrangements to ensure post is filled while the incumbent is on leave, sick leave etc.
- The contractor will supply their own Fax and Photostat machine as well as all stationery.
- The Contractor will ensure that all Contractor Field Staff / Sub Contractors have 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 / Sub Contractors have the required resources to provide a quality and timeous service. Such resources include a suitable vehicle for the terrain. This vehicle must meet all the minimum requirements as per the Eskom transportation management procedure and be available for inspection at any time to ensure that it meets the requirements.
- Under no circumstances may the Field Staff use Eskom or the Customers resources to carry out their duties unless specifically stated in this document.
- Where a contractor is dispatched to a customer's installation for any other activities the contractor is to be equipped with Garmin GPS equipment to be able to use GPS data provided by Eskom to locate such customer installations. WHERE A CONTRACTOR IS DISPATCHED TO SITE THAT ESKOM DOES NOT HAVE THE ABOVE DATA FOR, THE CONTRACTOR IS TO CAPTURE THE TRACK AND METER POSITION AND PROVIDE SUCH DATA TO ESKOM IN THE FORMAT SPECIFIED ABOVE.
- The contractor is to ensure that all staff is equipped with suitable digital cameras capable of taking digital photographs that comply with the following: The digital photographs are to be time and date stamped on the image when the photograph is taken and the image is to be less than 1 Meg in data size.
- The photographs are to be submitted weekly via the agreed method of submission.
- The folder can be submitted via email or on a CD or on memory stick. However, the method of submission must be agreed with the relevant Eskom Official.
-
- Eskom will provide the Contractor with Eskom approved and numbered seals to be used where required in terms of this contract. The Contractor is to sign for receipt of these seals and to ensure that each seal issued is accounted for. The Contractor must at any time be able to account for each seal and where it has been used and must be able to show or return any unused seals to Eskom. Any unused seals are to be returned to Eskom on request or at the end of the contract period. Whenever any issued seal is used the Contractor must submit the details of the seals used together with the details of the relevant installation where the seals was used and with the reasons for so doing
- Contractor Field Staff / Sub Contractors vehicles will be visibly marked to indicate that they are an Eskom contractor with an Eskom logo on the side of the vehicle. A maximum of 2 contractor personnel per vehicle when accessing a customer's premises.
- Contractor Field Staff / Sub Contractors must at all-time be neat and wear clearly marked apparel (shirts or bibs) which identifies them as Eskom sub-contractors (Eskom to supply such shirts or bibs)
- 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 Contractors responsibility to ensure that on completion of any site visit (meter route readings, disconnection etc) by the Contractor Field Staff / Sub Contractors 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 a Eskom lock to minimized the risk. All financial risks ie suspected tampering etc must be reported to designated Eskom personnel. Note this is an inherent activity and

no extra payment in made for these activities. Eskom will do random audits to check compliance to the above.

- In cases where the meter box and or other equipment is severely damaged and poses safety risk it must be reported to the relevant Eskom office.
- All Contractor Field Staff / Sub Contractors will attend the relevant Eskom courses i.e. meter reading, LV regulations etc. and be accredited before they are allowed to do field work. See portfolio of evidence for authorisation.
- 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 Where upon a dual locking mechanism will be fitted by the contractor's.

If the request is urgent the contractor will get a work request to fit the device and will charge Eskom for the activity at the same rate as a Special Read.

- No additional payment will be made for the request of Digital photos as this is part of the normal activity.

Contractor to provide their own personal protective equipment to their personnel e.g. boots, overalls, lv safety equipment; testing kit

Work Processes:

- When a Work Order is issued, the Contractors' Admin Support must sign receipt thereof/confirm via email.
- All completed field tasks will be reported back to the Contractors' Admin Support.
- The Contractors' Admin Support will give daily feedback to the Customer Service Work Coordinator.
- No task will be considered as completed until Eskom has received the feedback in the appropriate format.

Note: Timeline schedule

- The Contractors' Admin Support needs to do weekly and monthly reports and provide Eskom with timeous feedback. A work reconciliation and invoicing process will be used as prescribed by Eskom.
- All financial Statements and Invoices will be in compliance of GAAP

Time Lines

Disconnections

- Within 72 hrs of the request
- If there is a large volume of work, a new deadline can be negotiated between the designated Eskom personnel and the contractor.

Reconnections

- Within 6 hrs of the request
- Feedback to be given by the end of each day
- 15H30 each day is the cut-off time
- If the works order is received by the contractor before 15:30 the reconnection must be done the same day.
- If after 15:30 then the reconnection must be done by 09:30 the following day.
- If Eskom request the work to be done after 15:30 then the Contractor will receive the afterhours call out rate.
- The contractor will not be expected to react to call outs which are received after 21:30.
- Weekends will be deemed to start at 15:30 on a Friday and end at 7:45 on a Monday. The period between the timelines specified as well as public holidays are considered to be "after hours" and payment will be affected accordingly.

Move in / Move out and Take overs / transfers

- Eskom will instruct the Contractor where possible in advance of the actual date the service is required.
- The Contractor will perform the service within 24hours of the requested date.

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)

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

3.7 Cataloguing requirements by the *Contractor*

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.

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

Item	Date by which it will be provided
Provide one work station including Eskom PC and access to applicable Eskom business systems per area.	As Per Task Order
Provide the Contractors' Admin Support with a dedicated telephone line for telephone/fax. The Contractor will be liable for all costs incurred on the dedicated line. Costs will be payable monthly via Eskom's banking account.	As Per Task Order
Provide the contractor, with seals, disconnection stickers and Eskom Locks. Eskom will issue ID card, Letter of Authorization, with Eskom logo and apparel with Eskom identity to subcontractors / contractors as means of identification.	As Per Task Order
Provide the applicable non statutory training to the Contractor Field Staff / Sub Contractors and the Contractors' Admin Support. The first course for each requirement will be paid for by Eskom, Eskom reserves the right to bill the Contractor for subsequent courses due to new staff etc.	As Per Task Order

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)