



NEC3 Professional Services Contract (PSC3)

**Contract between Eskom Holdings SOC Ltd
(Reg No. 2002/015527/30)**

**and
(Reg No. _____)**

for The establishment of an enabling agreement for 50 Service providers for the Provision of Engineering, Cadastral Surveys and Pre-marketing Services in respect of High Voltage, Low Voltage, Medium Voltage line and Cable surveys within Central East Cluster (Kwa-Zulu Natal and Free State), on an “as and when” required basis for a period of thirty-six (36) months.

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Enquiry No. KZN129

Tender closing date: 23 April 2024

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

The establishment of an enabling agreement for 50 Service providers for the Provision of Engineering, Cadastral Surveys and Pre-marketing Services in respect of High Voltage, Low Voltage, Medium Voltage line and Cable surveys within Central East Cluster (Kwa-Zulu Natal and Free State), on an “as and when” required basis for a period of thirty-six (36) months.

The tenderer, identified in the Offer signature block, has

| | |
|---------------|---|
| <i>either</i> | examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender. |
| <i>or</i> | examined the draft contract as listed in the Acceptance section and agreed to provide this Offer. |

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 *Consultant* 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 | Offer standard rates |
| Value Added Tax @ 15% is | Offer standard rates |
| The offered total of the Prices inclusive of VAT is | Offer standard rates |
| (in words) | |

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

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 Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Brenda Cebekhulu

Capacity

Asset Creation Manager

**for the
Employer**

Eskom Holdings SOC Ltd (Reg No: 2002/015527/30)

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations

| 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 PSC3 Contract Data

| Clause | Statement | Data |
|---------|--|--|
| 1 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for main Option | |
| | | G: Term Contract |
| | dispute resolution Option | W1: Dispute resolution procedure |
| | and secondary Options | X1: Price adjustment for inflation |
| | | X2 Changes in the law |
| | | X5: Sectional Completion |
| | | X7: Delay damages |
| | | X10 <i>Employer's Agent</i> |
| | | X11: Termination by the <i>Employer</i> |
| | | X18: Limitation of liability |
| | | Z: <i>Additional conditions of contract</i> |
| | of the NEC3 Professional Services Contract (April 2013) ¹ | |
| 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. | |
| | Fax No. | |
| 11.2(9) | The <i>services</i> are | The establishment of an enabling agreement for 50 Service providers for the Provision of Engineering, Cadastral Surveys and Pre-marketing Services in respect of High Voltage, Low Voltage, Medium Voltage line and Cable surveys within Central East Cluster (Kwa-Zulu Natal and Free State), on an "as and when" required basis for a period of thirty-six (36) months. |

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 and www.ecs.co.za

| | | | | |
|----------|---|--|-------------------|--------------------|
| 11.2(10) | The following matters will be included in the Risk Register | Late issue of Task Orders Vehicle Risks Close proximity work to live equipment | | |
| 11.2(11) | The Scope is in | Part 3: Scope of Work | | |
| 12.2 | The <i>law of the contract</i> is the law of | the Republic of South Africa | | |
| 13.1 | The <i>language of this contract</i> is | English | | |
| 13.3 | The <i>period for reply</i> is | Two (2) days | | |
| 13.6 | The <i>period for retention</i> is | Five (5) years following Completion or earlier termination. | | |
| 2 | The Parties' main responsibilities | | | |
| 25.2 | The <i>Employer</i> provides access to the following persons, places and things | access to | | <i>access date</i> |
| | | 1 | As per Task Order | As per Task Order |
| 3 | Time | | | |
| 31.2 | The <i>starting date</i> is. | 01 December 2024 | | |
| 11.2(3) | The <i>completion date</i> for the whole of the services is. | 30 November 2027 | | |
| 11.2(6) | The <i>key dates</i> and the <i>conditions</i> to be met are: | <i>Condition to be met</i> | | <i>key date</i> |
| | | 1 | As per Task Order | As per Task Order |
| 4 | Quality | | | |
| 40.2 | The quality policy statement and quality plan are provided within | Two (2) weeks of the Contract Date. | | |
| 42.2 | The <i>defects date</i> is | Fifty Two (52) weeks after Completion of the whole of the services. | | |
| 5 | Payment | | | |
| 50.1 | The <i>assessment interval</i> is | between the 25th day of each successive month. | | |
| 51.1 | The period within which payments are made is | Within 14 days | | |
| 51.2 | The <i>currency of this contract</i> is the | South African Rand | | |

51.5 The *interest rate* is

the publicly quoted prime rate of interest charged by [●] Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due,

and

the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove

| | | |
|------|--|--|
| 6 | Compensation events | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. |
| 7 | Rights to material | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. |
| 8 | Indemnity, insurance and liability | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. |
| 81.1 | The Employer provides the following Insurances | Refer to Z12 for details of insurance provided by the employer. |
| 82.1 | The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | The total of the Prices |
| 9 | Termination | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. |
| 10 | Data for main Option clause | |
| G | Term contract | |

| | | |
|-----------|---|--|
| 21.4 | The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than | Two (2) weeks. |
| 11 | Data for Option W1 | |
| W1.1 | 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 | |
| | Tel No. | |
| | Fax No. | |
| | e-mail | |
| W1.2(3) | The <i>adjudicator nominating body</i> is: | the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za). |
| W1.4(2) | The <i>tribunal</i> is: | arbitration |
| W1.4(5) | The <i>arbitration procedure</i> is | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. |
| | The place where arbitration is to be held is | South Africa |
| | The person or organisation who will choose an arbitrator | |
| | <ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> 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. |
| 12 | Data for secondary Option clauses | |
| X1 | Price adjustment for inflation | |
| X1.1 | The <i>base date</i> for indices is | Month before the beginning of the contract. |
| | The proportions used to calculate the Price Adjustment Factor are: | The prices will be fixed and firm rates for the first 12 months of the contract. At the anniversary date of the contract the prices will be adjusted for inflation. The prices will be subject to CPA escalation taking into account the South African Geomatics Council (SAGC). |

| | | | | |
|-------|---|--|-------------------|-------------------|
| | | | | |
| X2 | Changes in the law | | | |
| X2.1 | The law of the project is | Any Law within the Republic of South Africa which applies to the Consultant's providing the Services | | |
| X5 | Sectional Completion | | | |
| X5.1 | The completion date for each section of the services is: | section | description | completion date |
| | | 1 | As per Task Order | As per Task Order |
| X7 | Delay damages | | | |
| X7.1 | Delay damages for late Completion of the whole of the services are | R1150.80 per day | | |
| X10 | The Employer's Agent | | | |
| X10.1 | The Employer's Agent is | | | |
| | Name: | Siyabonga Nsele | | |
| | Address | 25 Valley View Road New Germany, 3610 Tel: 031 710 5264 Fax: 031 710 5146 e-mail: nselesi@eskom.co.za | | |
| | The authority of the Employer's Agent is | To carry out all the actions of the Employer in this Contract with the exception of those required by clause 51.1 and 81.11 | | |
| X11 | Termination by the Employer | There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data. | | |
| X18 | Limitation of liability | | | |
| X18.1 | The Consultant's liability to the Employer for indirect or consequential loss is limited to: | R0.00 (Zero Rand) | | |
| X18.2 | The Consultant's liability to the Employer for Defects that are not found until after the defects date is limited to: | The total of the Prices | | |
| X18.3 | The end of liability date is | five years after Completion of the whole of the services/task order. | | |
| Z | The Additional conditions of contract are | | | |
| | | Z1 to Z14 always apply. | | |

Z1 Cession delegation and assignment

Z1.1 The *Consultant* 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 *Consultant* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* 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*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.
- Z3.4 Failure by the *Consultant* 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 core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the services in addition to the amounts due in terms of core clause 92.1.

Z4 Confidentiality

- Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, 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 *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

Z6 Provision of a Tax Invoice. Add to core clause 51

Z6.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".

Z8 *Employer's* limitation of liability

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

Z9 Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

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

Z10 Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.

Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z11 Ethics

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

| | |
|---------------------------|--|
| Affected Party | means, as the context requires, any party, irrespective of whether it is the <i>Consultant</i> or a third party, such party's employees, agents, or Subconsultants or Subconsultant's employees, or any one or more of all of these parties' relatives or friends, |
| Coercive Action | means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally, |
| Collusive Action | means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally, |
| Committing Party | means, as the context requires, the <i>Consultant</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant'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 *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* 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 *Consultant's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Consultant'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 *Consultant* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z12.1 Replace core clause 81 with the following:

- 81.1 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.
- 81.2 The *Consultant* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

| Insurance against | Minimum amount of | For the period |
|-------------------|-------------------|----------------|
|-------------------|-------------------|----------------|

| | cover | following Completion of the whole of the services or earlier termination |
|--|--|---|
| Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i> | Commercial and business to determine. [Delete this note after inserting] | Commercial and business to determine [Delete this note after inserting] |
| Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i> | <p><u>Loss of or damage to property:</u> The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><u>Bodily injury to or death of a person:</u> The amount required by the applicable law.</p> | Commercial and business to determine [Delete this note after inserting] |
| Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract | The amount required by the applicable law | Commercial and business to determine [Delete this note after inserting] |

81.3 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 |

C1.2 Contract Data

Part two - Data provided by the *Consultant*

| Clause | Statement | Data | |
|------------------|--|--|-------------|
| 10.1 | The <i>Consultant</i> is (Name): Address Tel No. Fax No. | | |
| 22.1 | The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience: | | |
| Only if required | | CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled. | |
| 11.2(3) | The <i>completion date</i> for the whole of the services is | 30 November 2027 | |
| 11.2(10) | The following matters will be included in the Risk Register | As per Task Order | |
| 11.2(13) | The <i>staff rates</i> are: | name/designation | rate |
| | | As per Survey Activities and Tariff Schedule | |
| 25.2 | The <i>Employer</i> provides access to the following persons, places and things | access to | access date |
| | | 1 As per Task Order | |

| | | | |
|----------|---|--|---------------|
| 31.1 | The programme identified in the Contract Data is | As per Scope of Work | |
| 50.3 | The <i>expenses</i> stated by the <i>Consultant</i> are | item As per Survey Activities and Tariff Schedule | amount |
| G | Term contract | | |
| 11.2(25) | The <i>task schedule</i> is in | Part 2: Pricing Data | |

PART 2: PRICING DATA
PSC3 Option G

| Document reference | Title | Page No |
|-------------------------------|-------------------------------|--------------------|
| C2.1 | Pricing assumptions: Option G | 18 |

C2.1 Pricing assumptions: Option G

1. How work is priced and assessed for payment

From Option G: Term contract

| | | |
|------------------------------|------------|--|
| Identified and defined terms | 11 11.2 | (17) The Price for Services Provided to Date is, for each Task, the total of <ul style="list-style-type: none"> the Time Charge for work which has been completed on time based items on the Task Schedule and a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item. |
| | | (20) The Prices are <ul style="list-style-type: none"> the Time Charge for items described as time based on the Task Schedule and the lump sum price in the Task Schedule for each other item. |

From the Core Clauses:

| | | |
|------------------------------|------|--|
| Identified and defined terms | 11.2 | (13) The Time Charge is the sum of the products of each of the <i>staff rates</i> multiplied by the total staff time appropriate to that rate properly spent on work in this contract. |
|------------------------------|------|--|

and

| | | |
|--------------------------|------|---|
| Assessing the amount due | 50.3 | <p>The amount due is</p> <ul style="list-style-type: none"> the Price for Services Provided to Date, the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>. <p>Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.</p> |
|--------------------------|------|---|

In effect Option G is a cost reimbursable form of contract with work ordered by the *Employer* on a Task by Task basis using the Task Schedule to compile the cost of carrying out a Task.

Expenses are calculated separately and added to the amount due for the services provided.

C2.2 Staff rates, expenses & the task schedule

The rates are exclusive of VAT:

Engineering Survey:

| Survey Tariff – Central East Cluster | | | | | |
|--------------------------------------|---|-------------|--------------------|---|---|
| Category | Activity | Unit | Terrain class rate | | |
| | | | A | B | C |
| | | | | | |
| HV line Surveys | Route selection | km | | | |
| | Fixing per point to 0.1m accuracy (control, bend, terminal & line points) | point | | | |
| | Signed Options (as per L & R) | option | | | |
| | Tribal consent/resolution | form | | | |
| | Statutory approvals - via Eskom | application | | | |
| | Profiling (ascii file) | km | | | |
| | Templating, line design, optimising & CAD drawing | km | | | |
| | #1 Pegging as per instruction - tower centers, levels & Geotech | peg | | | |
| | #2 Pegging as per instruction - tower leg & ref pegs | peg | | | |
| | #3 Pegging as per instruction - tower stub setting | hour | | | |
| | Bill of structures/tower schedule | structure | | | |
| | Crossing clearance profiles | crossing | | | |
| | Clearance checks | crossing | | | |
| | | | | | |
| MV line Surveys | Route selection | km | | | |
| | DESD < 1km | form | | | |
| | DESD >1km | form | | | |
| | Signed Wayleaves | wayleave | | | |
| | Tribal consent | form | | | |
| | Statutory approvals - via Eskom | application | | | |
| | Profiling | km | | | |
| | Templating, line design, optimising & CAD drawing | km | | | |
| | Pegging | km | | | |
| | Bill of structures/tower schedule | structure | | | |
| | Crossing clearance profiles | crossing | | | |
| | | | | | |
| LV line Surveys | Route selection | km | | | |
| | DESD < 1km | form | | | |
| | DESD >1km | form | | | |
| | Signed Wayleaves | wayleave | | | |
| | Tribal consent | form | | | |
| | Statutory approvals - via Eskom | application | | | |
| | Profiling | km | | | |
| | Line design, optimising & CAD drawing | km | | | |
| | Pegging | km | | | |
| | Bill of structures/tower schedule | structure | | | |
| | Crossing clearance profiles | crossing | | | |
| | | | | | |
| Topographic | Site identification & selection (incl. access) | site | | | |

| | | | | | |
|------------------------------|--|-------------|--|--|--|
| surveys | | | | | |
| | Signed options | option | | | |
| | Fixing per point (control, site beacons) | point | | | |
| | Tachy survey | Ha | | | |
| | Contouring & drawing | Ha | | | |
| | #1 Pegging as per instruction - earth work & Geotech | peg | | | |
| | #2 Pegging as per instruction - terrace drainage levels & ref. pegs | beacon | | | |
| | | | | | |
| Cables | Route selection | R/km | | | |
| | DESD | form | | | |
| | Signed Wayleaves/Options | wayleave | | | |
| | Tribal consent | form | | | |
| | Statutory approvals - via Eskom | application | | | |
| | Pegging & CAD line drawing | km | | | |
| | Crossing drawings | crossing | | | |
| | | | | | |
| Data capture | Drawing mapping | Ha | | | |
| | Mapping of stands 2-5m | stand | | | |
| | GIS for Smallworld only | point | | | |
| | GPS for compilation of "As Built" | Trfr area | | | |
| | | | | | |
| CAD Charges | Minor Works detail sheet 0 to 1000m (Unit is "one") | 1 | | | |
| | Minor Works details sheets >1000m | km | | | |
| | Reticulation Project Drawings | km | | | |
| | Electrification Projects: Survey and As-Built drawings | Trf area | | | |
| | Crossing drawings | Drawing | | | |
| | | | | | |
| Supplementary Charges | | | | | |
| Basic Fee | Preparation cost, investigation, deeds, tel - compensation for small projects. | km | | | |
| Hourly Rate | Contractors team | hr | | | |
| Out Allowance | Surveyor & assistants | /man/night | | | |
| Penalty Clauses | Apply contract lateness clause | day | | | |
| Re-survey | Existing HV power line - profile, conductor, points of attachment & sag | km | | | |
| | Existing MV / LV line - profile, conductor, points of attachment & sag | km | | | |
| Transport | Actual distance travelled | km | | | |
| | Traveling time @ 60% of the above hourly rate & based on 80km/h | hr | | | |
| Plato registration | | % | | | |
| SUB TOTAL | | | | | |

Cadastral Survey:

| Item | Activity | Unit | Amount Rands |
|------|---|---------------------------------|--------------|
| 1 | Professional Surveyors with more than 5 years' experience | Hour | |
| 2 | Professional Surveyors with less than 5 years' experience | Hour | |
| 3 | Registered Surveyors | Hour | |
| 4 | Registered Surveyor Technician | Hour | |
| 5 | Draught person | Hour | |
| 6 | Field assistant | Hour | |
| 7 | Accommodation per night | 3-star hotel, B&B or equivalent | |
| 8 | Transport for LDV | Km | |
| 9 | Transport for 4 x 4 | Km | |
| 10 | Travel Time | % | |
| | | | |
| 11 | Table "A" less % of the recommended Tariff (PLATO) | % | |
| 12 | Table "B" less % of the recommended Tariff (PLATO) | % | |

| BASIC CHARGE FOR THE CREATION OF LAND RIGHTS | | | | | | | | | | | | | | | | | | | | | |
|--|---------------|-----------|------------|------------|----------|--------|---------|---------|----------|-----------|-----------|-----------|-----------|------------|-------------|-------------|-------------|-------------|-------------|-------------|--|
| NUMBER OF PIECES | SQUARE METERS | | | | HECTARES | | | | | | | | | | | | | | | | |
| | 0 - 400 | 401 - 700 | 701 - 1500 | 1501 - 999 | 1 - 5 | 6 - 10 | 11 - 25 | 26 - 50 | 51 - 100 | 101 - 200 | 201 - 300 | 301 - 500 | 501 - 750 | 751 - 1000 | 1001 - 1500 | 1501 - 2000 | 2001 - 3000 | 3001 - 5000 | 5001 - 7500 | 7501 - MORE | |
| 1 | | | | | | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | | | | | | | | |

| Distance (Meters) | Charge |
|-------------------|--------|
| Up to 100 | |
| 101 to 150 | |
| 151 to 250 | |
| 251 to 350 | |
| 351 to 500 | |
| 501 to 750 | |
| 751 to 1 000 | |
| 1 001 to 1 500 | |

| | |
|------------------|--|
| 1 501 to 2 000 | |
| 2 001 to 3 000 | |
| 3 001 to 4 000 | |
| 4 001 to 5 000 | |
| 5 001 to 7 500 | |
| 7 501 to 10 000 | |
| 10 001 to 12 500 | |
| 12 501 to 15 000 | |
| 15 001 to 20 000 | |
| 20 001 to 30 000 | |
| over 30 001 | |

Pre-Marketing Services:

| ITEM | DESCRIPTION | Unit | Rate |
|------|----------------------------------|------------|------|
| 1 | PRE-MARKETING | each | |
| 2 | DETAILED MARKETING | each | |
| 3 | FINAL MARKETING /RECONCILIATION | each | |
| 4 | ADMINISTRATION AND DATA ANALYSIS | each | |
| 5 | COMMUNITY LAISON AND EDUCATION | each | |
| 6 | ACCESS TO SITE AND ACCOMODATION | Each/night | |
| 7 | TRANSPORT | Per/km | |

Bill of Quantities:



Central%20East%20
Cluster%20Survey%2

PART 3: SCOPE OF WORK

| Document reference | Title | Page No |
|--------------------|-------------------------|---------|
| C3.1 | This cover page | 19 |
| | <i>Employer's Scope</i> | 20 |
| | Total number of pages | |

C3.1: EMPLOYER'S SCOPE

1 Description of the services

The establishment of an enabling agreement for 50 Service providers for the Provision of Engineering, Cadastral Surveys and Pre-marketing Services in respect of High Voltage, Low Voltage, Medium Voltage line and Cable surveys within Central East Cluster (Kwa-Zulu Natal and Free State), on an "as and when" required basis for a period of thirty-six (36) months.

The prices will be fixed and firm rates for the first 12 months of the contract. At the anniversary date of the contract the prices will be adjusted for inflation. The prices will be subject to CPA escalation taking into account the South African Geomatics Council (SAGC).

2 Specification and description of the services

The below scope specification covers all possible aspects of survey related work required for the construction of Electrification, Reticulation and System Improvement projects.

Refer to Eskom Overhead Power Line Design Manuals covering Terrain, Structure and Conductor aspects as well as the Survey Manuals Volume 1 & 2 for the Engineering Survey components. The scope also details the process followed in the Pre-Marketing of proposed Eskom customers and finally the cadastral survey component of the contract.

Any Task Order for Eskom survey work under this contract may comprise some or all of the following categories: Engineering Surveys, Pre-Marketing of Customers and or Cadastral Surveys.

2.1 SURVEYING OF RETICULATION LINES AND CABLES

1. ROUTE SELECTION

The objective of route selection is taking into account obstacles and restrictions, to achieve the most long term cost effective, efficient and accessible route possible. The route should be mutually acceptable to Eskom and all interested and affected parties.

Accessibility has to be considered for construction and maintenance.

Aeroplane landing strips no part of the power line may protrude from a 3048m long & 768m wide approach surface measured at a slope of 1:50 at a distance of 60 from the end of any runway.

Building restrictions either side of centre line; Rural MV = 12m LV = 3m, Urban MV & LV = 3m and underground cables 1,5m.

Civil aviation spans higher than 60m above the ground need approval.

Crop Compensation Eskom has to reimburse owners for damages and the loss of trees and crops.

Explosive magazines dependent on span lengths, power lines must be more than 30 m away.

Flood lines try to locate structures above 50 year flood plains.

Graves and cemeteries can be crossed but should be avoided due to public objection.

Irrigated lands avoid crossing lands irrigated with pipes. Wheel move and centre pivot systems may not have structures placed where their operation would be limited.

Land usage impacts on the value of property and is a price factor in the route selection.

Landowners the route has to be mutually acceptable.

Other power line crossings lower voltages are built below higher voltage lines. Test clearance with higher conductor at hot design template 50 or 80°C and lower conductor at cold template design template -5°C. Crossings should be close to structures but further than overturning distance. Surveyors must be aware of blow out conditions and the proximity to stay wires.

Parallel power lines create induced currents; separation distances must be applied to maintain acceptable voltages.

Petronet pipe lines structures or parts thereof are not permitted within than 15m of pipelines.

Quarries only single shot blasting permitted within 500m of a power line.

Road crossings as per clearance chart conditions differ for National, District & Abnormal load routes.

Rocky areas can present clearance and access problems. Foundations are also more costly.

Servitude widths & building restrictions of power lines must be known before a route can be selected (as per Eskom clearance chart).

Shooting ranges no power lines within an 824m wide strip (wider if more than 12 targets) & 2500m behind range.

Side slope areas of excessive side slope are to be avoided.

Spoortnet crossings not less than 80 degrees to Eskom centre line. Clearances for each conductor type and structures as per clearance chart.

Structure dimensions of the particular power line must be known before a route can be selected this will indicate the expected 'foot print' area of towers and the conductor spacing for side slope considerations.

Sub-tropical fruit trees require special clearances.

Sugar cane lands must be avoided where possible as fires interfere with the performance of power lines.

Telkom separation distance is to be applied when paralleling with power lines. Optic fibre lines are not affected by interference or induced currents. Crossings as per specified crossing angles and the clearance of a structure on which a man can stand unsupported is to be applied over telephone poles.

Township developments existing and proposed have to be considered and routes planned in accordance with the cadastral layout.

Tree plantations allow 25m overturning distance to pine and gum or similar trees.

Orchids allow additional clearance of 3m above estimated height of fruit trees.

Trust land must be identified as wayleaves for all properties traversed are required from the occupants (e.g. Ngonyama Trust land) as well as servitude from the trustees.

Water features normal ground clearance is applied but over navigable waters a 15m mast height plus 2,5m plus minimum safety clearance is above the high watermark.

Wetlands and adjacent areas should be avoided as they are environmentally sensitive.

Windmills, bore holes & overhead water tanks overturning distance.

2. ENVIRONMENTAL ASSESSMENT

DESD – Distribution Environmental Screening Document. The documented findings of an environmental screening conducted by in-house or contracted expertise to determine the environmental impact significance of projects not listed in terms of GNR 982, listing Notice 1 GNR983, Listing Notice 2 GNR324 and Listing Notice 3. The findings of the screening will determine whether a formal application for environmental authorisation should be submitted to the competent authority and/or whether there are any other legislative requirements that need be complied with.

Completion of the DESD form and escalating it to the relevant Area Surveyor highlighting ALL possible environmental sensitivities by the proposed powerline. Eskom to continue providing DESD Training to Survey Contractors annually or as when required.

The Area Surveyor together with Eskom Environmental officer will appoint a Botanist to investigate and apply for the necessary permits.

NB: It however remains the contract surveyor's responsibility to follow up and to ensure that the necessary permits are applied for and obtained before any construction takes place.

Should it be necessary to clear trace lines through trees for survey purposes, the survey contractor shall give prior notification to the property owner. Application is made to the Department of Environmental Affairs for approval. The owner has to give his consent to cut or trim indigenous trees and a permit must be granted by KZN Wildlife before proceeding with the survey. Supplier to also act in an advisory capacity regarding clearances and restrictions to produce an EIA if required. Investigate any alternative corridors to finalise route selection with the environmentalist.

3. ROUTE APPROVAL AND OBTAINING SIGNED WAYLEAVE.

Two types of rights of servitude.

In "**general terms**" – Wayleave / Agreement and General Deed.

In "**Specific terms**" – servitude diagram and Title Deed endorsement and involves consideration payment.

Customer relations It is essential that good relations with Eskom's customers be maintained. Every reasonable consideration to Property Owner's requests must be given by the contractor and his staff. The contractor shall ensure that the Property Owner and other interested persons are aware of the activities to take place. When Property Owner and Eskom agree on final route a wayleave must be completed and signed by the Registered Property Owner as confirmed by a Deeds Search. If property is occupied by someone other than the Registered Property Owner, then this person is also required to sign the Wayleave.

Surveyors shall also ensure that all gates are kept closed and particular care shall be taken to avoid damage to livestock, crops, fences or farm roads. Environmental awareness shall be maintained at all times. Care shall also be given to avoid littering and the causing of fires. It is an express part of this contract that the contractor shall be held liable for all damage arising from negligence on the part of himself and/or his employees.

4. RECORDING OF LINE ROUTES

All bend, tee-off and terminal points must be co-ordinated by use of GPS in 2 – 5-centimetre accuracy, These points must be loaded on to plan with Topographic or photographic background for printing and attaching to Wayleave with printed Co-ordinate list.

5. PROFILING OF LINE ROUTE

MV Line route is to be profiled as per Eskom Overhead Power Line Design manual. All detail is to be recorded to allow for correct placing of structures when doing the line design. LV Line route is to be profiled **only** where services are crossed.

6. LINE DESIGN

Line design is to be done as per Eskom Overhead Power Line Design Manual and Survey Guide Manual Volume 1 & 2. Line design is to be done using Modelmaker Software package and a printed final profile to be submitted with package.

7. PEGGING OF STRUCTURES

All structures are to be pegged in field as per Survey Guide Manual Volume 1 & 2. All Structure positions, Stay/Strut positions and centre line of H-poles are to be pegged. All bends, RMU and Mini sub positions on Underground Cable Routes are to be pegged.

8. BILL OF STRUCTURES

All structures details are to be shown on the Survey CAD drawing by use to CAD Codes as per Survey Guide Manual Volume 1 & 2.

9. CROSSING CLEARANCE PROFILES

All work to be done as per Eskom Overhead Power Line Design Manual and Survey Guide Manual Volume 1 & 2. Detail Service Crossing drawings to be produced as per Eskom Drawing standard.

10. CLEARANCE CHECKS

Clearance checks to be done using Total Station and standard survey methods and compared to Eskom Clearance Chart in Survey Guide Manual Volume 2.

2.2 OTHER SURVEY TASKS/CATEGORIES

1. TOPOGRAPHIC SURVEYS

Site Identification, selection and detail survey by Standard Survey Methods as per Eskom requirements and Sub Station Design.

2. DATA CAPTURE

Capture of data for various requirements by use of GPS to obtain co-ordinates and detail of point.

3. CAD WORK

Produce CAD drawings to Eskom Drawing Standard contained within Survey Guide Manual Vol 1. Only Legally Licensed MicroStation Software Packages to be used for producing CAD Drawings.

All Kilometers travelled will only be claimed from Base Offices (New Germany, Empangeni, Pietermaritzburg, Newcastle & Bloemfontein Eskom Centre)

2.3 PRE-MARKETING

1. MARKETING DATA CAPTURING

Prior every project design, there is an endeavour by Eskom to document customer information through data collection, processing, and analysis within Eskom Distribution standards (Land Development Procedures). This includes the capturing of proposed connections and attributes through house-to-house count and taking GPS co-ordinates for all the houses counted. Liaison with Electrification Planning Manager/Co-ordinator and Area Counsellors/Traditional Leaders in all local municipal areas is part of pre-marketing process. Notification of all above-mentioned stakeholders of intension to do premarketing and attach polygon to letter on the day of the marketing. Primary attributes associated with a Pre-Marketing project include details such as full names & surname, ID Numbers, Latitude/Longitude Co-ordinates and physical address of the potential customer. The PCS File spreadsheet must be completed in full and form part of the submission pack.

Meetings with Councilors/Induna: In line with municipal plans for the electrification of the Polygon
Community Liaison & Education: In line with Eskom Planning Department & Municipality programs

Specific requirements for the pre-marketing exercise are as follows:

- The collection of electrical network related data including coordinates and corrected diagrams of structure numbers, transformer names, meter numbers, etc. but not limited to these by:
 - Field verification of Network Operating Diagrams;
 - Coordinating points with use of GPS;
 - Sketching and/or photographing of problematic situations.
- Coordinating and verification of house positions for electrification projects using GPS.
- Attend applicable meetings, workshops and training interventions as required by or requested by Eskom.
- Any plant defects / data inaccuracies observed must be noted and referred back to the Area Surveyor.
- Kilometers travelled will only be claimed from Base Offices (New Germany, Empangeni, Pietermaritzburg, Bloemfontein Eskom Centre & Newcastle) to site, and back to the (Base Office) on completion of project.
- Suppliers that are based within the area of works; kilometers will be calculated from their base.

One connection required per stand.

- Supplier to liaise with Eskom's Area Surveyor & Electrification Planning Co-ordinators to confirm mapping, villages, boundaries, Municipal contacts and Ward Councillors.
- Area visits must be preceded by a community meeting with the Ward Councillor in attendance. The objective and scope of work will again be outlined.
- GPS Process:
 - The head of the settlement / cluster must be approached to obtain information on the number and details of occupants per dwelling
 - Capture as mandatory fields i.e. I.D number and customers name etc. (refer to detailed scope, detailed scope is per task order issued)
 - Only those living as a family unit will be considered for a point of supply. There must be cooking facilities.
 - GPS customer at entrance to the dwelling in WGS 84 (DMS) format
- Co-ordinates to be supplied as follows:
 - Spheroid – WGS84
 - Projection – Geographical
 - Datum – Hartebeeshoek

- Format – DMS. A suffix “S” to be added as the last character of the Latitude, and a suffix “E” to be added as the last character of the Longitude.

The following do not qualify as a Point of Supply:

- Rooms that are used solely for storage, prayer, entertainment, meetings, eating, sleeping, and ablution.
- Un-occupied rooms
- Rooms that are used on weekends by family members working away from home.
- Rooms used for livestock or poultry.
- Vandalised, partly built and damaged rooms.
- Customer's premises need to be identified with a sticker after completion of the GPS work, in order to avoid duplication or missing out of customers.
- Where there is an existing MV and LV or one of the two the data capture has to identify and indicate it on his/her report with details.

2.4. CADASTRAL SURVEYS

The need for provision of Cadastral Survey Services originates from Distribution Division Land Development Department and is as a result of Eskom's requirement to acquire assets such as servitudes and land which are necessary for the transmission of electricity and maintenance of electrical networks. Servitudes are necessary to accommodate power line routes and some substation/switching station sites. Land is therefore regularly acquired for powerline routes, substations and TSC sites.

The process of acquiring land involves; identification, negotiation and agreement to purchase from the land owner. Thereafter, it is necessary to demarcate and define this piece of acquired land. Demarcation involves physically beaconing the piece of acquired land while definition involves the representation of that land on an approved Surveyor General's diagram. Demarcation and definition is the end product of a Cadastral Survey in respect of land acquisition and can only be undertaken by a registered Professional Land Surveyor. This Surveyor General diagram is now attached to a Deed of Transfer which gets registered in the Register of Deeds Office thereby completing the transfer of land to Eskom.

Similarly, the process of acquiring servitudes involve: identification, negotiation an agreement to purchase from the land owner. Initially Eskom registers a General Deed of Servitude against the affected properties. This gives Eskom the right to enter the property and construct the power line along a negotiated route. The entire property is burdened by this servitude. The final route of the power line can only be ascertained after construction. As per agreement with the land owners, the final route has to be surveyed and defined on a Surveyor General's diagram. The General Deed of Servitude is replaced by a Specific Deed which confines Eskom's servitude rights to this route. This survey and representation of the power line route on an approved Surveyor General's diagram is the end product of a Cadastral Survey in respect of servitude acquisition and can only be undertaken by a registered Professional Land Surveyor

Scope under this contract is the provision of supervision, materials, labour and transport required to undertake cadastral survey work in terms of the Land Survey Act No. 8 of 1997 undertaken by qualified professionals.

Approved Surveyor General Diagrams are necessary for the registration of servitudes or acquisition of land, together with other relevant servitude plans showing overall property schedules for servitudes being registered.

Specific activity List:

Acquisition of all necessary plans and data necessary to undertake cadastral survey

The provision of supervision, materials, labour and transport needed to undertake cadastral survey work

Obtaining necessary statutory approvals required for cadastral surveys

Drafting of all necessary statutory approval requirements associated with cadastral surveys

Demarcation and pointing out of necessary cadastral boundaries or servitude footprint.

All following cadastral work categories shall comply with the requirements of the Land Survey Act No. 8 of 1997 as well as the latest Eskom directives, standards and procedures.

- Registration Surveys of Linear Infrastructure servitudes (e.g. Power lines, Cable routes and access roads).

- Registration surveys of site servitudes (e.g. Substation, CNC and Radio Repeater sites)
- Consolidation, Sub-divisions and Amendments survey and registration.
- Relocation and verification of Cadastral Boundaries and Beacons.
- Demarcation of Servitude boundaries.
- Cadastral Compilations.
- Servitude Property Schedules
- Surveyor General Diagram Auditing.
- Professional Consultation.
- SPLUMA Applications.

Main Deliverables:

Approved Surveyor General Diagrams necessary for the registration of servitudes and or acquisition of land, together with other relevant plans.

Where necessary, the placing and pointing out of Cadastral boundaries and servitude extent

All Kilometers travelled will only be claimed from Base Offices (New Germany, Empangeni, Pietermaritzburg, Newcastle & Bloemfontein Eskom Centre)

4. Constraints on how the *Consultant* Provides the Services.

a. Management meetings

Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

| Title and purpose | Approximate time & interval | Location | Attendance by: |
|--|--|-----------------|-----------------------|
| Risk register and compensation events | As required per Task Order | | |
| Overall contract progress and feedback | As required per Task Order | | |

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer's Agent* 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.

b. Invoicing and payment

The following details shall be shown on or attached to each Invoice to show how the amount due has been assessed:

The *Consultant* shall address the tax invoice to **Eskom Holdings SOC Ltd (Reg No: 2002/015527/30)** and include on it the following information:

- Name and address of the *Consultant* and the *Employer's Agent*;
- The contract number and title;
- *Consultant's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Purchase Order for the work issued
- (add other as required)

All invoices must be submitted via this process any invoices physically received will now be returned.

To ensure payment is made the following must be done:

1. Email pdf copies to invoiceseskomlocal@eskom.co.za
2. Each pdf (attachment) must contain **only one invoice**
3. Each **email** sent must contain **only one attachment**
4. It must be an original invoice from your system. If a word or excel document, convert it to PDF. No invoice must printed then scanned and emailed or have hand writing on it, **It will not be accepted.**
5. Please make sure you **received a valid and correct purchase order** from your end user which must be quoted on the invoice.
6. Encourage your end users to do the GR's on time to insure speedy processing.
7. All invoices must meet the Tax requirements.

Payment certificate and Tax Invoice

This certificate is issued in terms of Clause 50 of the Conditions of Contract.

| |
|-------------------------------|
| TITLE OF THE CONTRACT: |
|-------------------------------|

| | |
|--------------------|------------------|
| CONTRACTOR: | EMPLOYER: |
| Contact Person: | Contact Person |
| Address: | Address: |
| Telephone No: | Telephone No: |
| Fax No: | Fax No: |

| | |
|-------------------------------------|---------------------------------------|
| Contractor's Invoice Number: | Contract Order No.: |
| Date issued: | |
| Contractor's VAT No.: | Employer's VAT No.: 4740101508 |

| DESCRIPTION | CUMULATIVE THIS CERTIFICATE | CUMULATIVE PREVIOUS CERTIFICATE | NOW DUE |
|---|-----------------------------|---------------------------------|---------|
| Price for Work Done to Date | R | R | R |
| Compensation events | R | R | R |
| Sub-totals: | R | R | R |
| Less ____% retention percentage on (a) + (b) (i) Planned first retention release date (completion date): ____/____/____ (ii) Planned final retention release date (defects date): ____/____/____ | R | R | R |
| Sub-totals: | R | R | R |
| Other amounts due to/by the Contractor | R | R | R |
| Sub-totals: | R | R | R |
| Add retention released | R | R | R |
| Sub-totals: | R | R | R |
| Less delay damages | R | R | R |
| Sub-totals: | R | R | R |

| | | | |
|---|---|---|---|
| Add VAT at 14 % | R | R | R |
| AMOUNT DUE TO/FROM THE CONTRACTOR: | R | R | R |

Assessment Prepared By:

.....
PRINT NAME

.....
SIGNATURE

.....
DATE

Certified by the Programme Manager:

.....

c. Quality management

| |
|---|
| SECTION A: Quality Management System Requirements ISO 9001 |
| Objective evidence of documented QMS that is not certified but complies with ISO 9001 |
| A.1 QMS Manual or a document that defines and describes the QMS and its scope |
| A.2 Quality Policy Approved by top management. |
| A.4 Control of documented information (i.e. document and record control) Clause 7.5 of ISO 9001:2015 |
| A.6 Documented information for Nonconformity and Corrective action Clause 10.2 of ISO 9001:2015 |
| A.7 Documented information for Internal audit Clause 9.2 of ISO 9001:2015 |
| SECTION B: Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000) |
| B.1 Documented information for defined roles, responsibilities and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015) |
| B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Clause 8.4 of ISO 9001:2015) |
| SECTION C: Contract Quality Plan Requirements (Ref 240-105658000 and 240-109253698). |
| Draft Contract Quality Plan specific to the scope of work as described in the tender documents (Ref ISO 10005) |
| NB! Draft Contract/Project Quality Plan has important QA deliverables |
| SECTION D: Quality Control Plan Requirements (Ref 240-105658000 or 240-109253302) |
| QCP /Checklist/ ITP (Quality Control Plans) as per Scope of Works (Ref ISO 10005) |
| NB! Draft/ Example of an Inspection and Test Plan (ITP) or Quality Control Plan (QCP) on similar and/ or previous work done |
| SECTION E: User defined additional Requirements & miscellaneous (Ref 240-105658000) |
| Customer specific requirements & other standards and required can be listed and evaluated here |
| E.1 Form A is completed and signed. |

Environmental

1. Pre-requisite

Is the acknowledgement of Eskom's SHE rules and requirements form (Annexure B) signed and a copy thereof attached to this tender submissions by the tenderer?

2. Environmental Management Plan for the Scope of work addressing the following as a minimum:

Applicable to medium risk:

- Environmental induction.
- Environmental incident management.
- Emergency planning for environmental incidents.
- Environmental competency, training, appointments. (DESD Training, Enviro law)

3. All: Environmental (or SHE/SHEQ) policy signed by Company Owner/CEO/MD:

Commitment to: (1) compliance to environmental compliance obligations; and (2) environmental duty of care.

OR

1. Annexure B

Is the acknowledgement of **Eskom's SHE rules** and requirements form (**Annexure B**) signed and submitted by the tenderer?

2. ISO 14001 Environmental Management Standard certificate.

d. The Parties use of material provided by the *Consultant*

Refer to specification E01/06

i. Restrictions on the *Consultant's* use of the material for other work

Refer to specification E01/06

e. Health and safety

The *Consultant* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the *services*.

1. The *Consultant* shall comply with Eskom Occupational Health and Safety, Environmental, Risk and Quality requirements, standards and policies.
2. The *Consultant* shall ensure compliance to all Eskom mandatory standards and statutory requirements.
3. The *Consultant* shall ensure that they use correct PPE (safety goggles, safety gloves, overalls, reflective vest, dust masks, earplugs, hardhat, safety boots) at all times.
4. The *Consultant* shall provide valid medical certificates.
5. The *Consultant* shall ensure that induction is done prior to commencement of work.
6. All safety regulations pertaining to the process shall be adhered to and the contracting company shall also ensure that it sends its safety file for approval with all the required documentation as per safety file checklist to Risk Department.
7. The *Consultant* shall have a safety file with all the required documents as per Eskom Safety file checklist.
8. The *Consultant* shall ensure that the vehicle to be used on site conforms to Eskom safety standards

| Ref | KPIs | Comments |
|-----|--|--|
| 1. | Is the acknowledgement form for Eskom's rules and requirements (in Annexure B) signed and submitted by the tenderer? | -To be signed by CEO and both witnesses |
| 2. | Health and Safety Plan | -Incident Management -SHE Communication -Emergency Management -Substance Abuse Management |
| 3. | Baseline Risk Assessment | -Risk factors and controls to be included to the SHE Plan |
| 4. | Valid Letter of Good Standing | -Valid |
| 5. | SHE policy | -Signed and review date |

Financial requirements

- Public Interest Score (PIS) and the calculations to arrive at the score (refer to annexure attached for calculation of PIS). The PIS letter must specify whether:
 1. Whether the AFS were internally or externally prepared.
 2. Whether the company was owner managed or not owner managed.
- Latest approved financial statements including comparative amounts. AFS must be valid and not outdated, received within 18 months after year-end.
- A signed director's / member's report.
- Signed Compilers / Accounting Officers / Independent Reviewers / Audit report whichever is applicable, based on the PIS above. Where the PIS requires an Audit or Independent Reviewers report, the Compilers / Accounting Officers report must still be submitted.
- Approved Annual Financial statements must comprise:
 - Statement of financial position (Balance Sheet)
 - Statement of comprehensive income (income statement)
 - Statement of changes in Equity
 - Statement of cash flows
 - Notes to the financial statements
 - ITA 34C Income Tax Assessment for companies that have NOT been AUDITED
- The notes to the AFS specifically referring to Accounts Receivable and Accounts Payable must give a complete breakdown of the amounts. A clear distinction must be made between Trade Debtors and other receivables as well Trade Creditors and other payables. The note must clearly show the amounts subject to interest and the terms and condition of interest.
- The notes to the AFS must clearly specify the current and non-current liabilities that are subject to interest.

- Member / Directors loans must be accompanied by a note specifying the terms of the loan, whether secured or unsecured, terms of repayment and interest rates.
- Name of Holding company if the company is a subsidiary company.
- Where there is a Holding company the Latest Signed Group Annual Financial Statements of the Holding Company may be requested at a later stage.
- Information requested from companies via Procurement Office not received within five working days from date of Finance request will result in the financial evaluation being closed. Finance will issue a 1-page report stating that an opinion could not be expressed due to insufficient information.

Note:

- Draft, bi-annual, management accounts and unsigned financial statements will NOT be accepted.
- Soft copies of the AFS submitted with the tender documents may be requested at a later stage.
- Tenderers may be requested to provide a performance bond if they are deemed financially unacceptable for the full value of the contract.

f. Working on the *Employer's* property

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

As per specific Task Order

ii. People restrictions, hours of work, conduct and records

As per specific Task Order

5. List of Specifications

| Title | Document no. | Tick if publicly available |
|---|--------------|----------------------------|
| Land Survey Act No. 8 of 1996 | | √ |
| Supplier Contract Quality Requirements Specifications | QM-58 | √ |
| SHE Requirement | 32-726 | √ |
| SHEQ Policy | 32-727 | √ |
| SHE Specification Form | 74 | √ |
| Safety, Health & Environmental | 32-524 | √ |
| Eskom Life Saving Rules | 32-421 | √ |
| Eskom Vehicle Safety Specification | 32-345 | √ |
| Vehicle and Driver Safety | 32-93 | √ |
| Transporting persons on back of vehicles | TPC 41-55 | √ |
| Smoking Procedures | 32-36 | √ |
| Working at heights | 32-418 | √ |
| Health & Safety Requirement | 34-333 | √ |
| Occupational Health and Safety Act, Act 85 of 1993 | 118 | √ |

| | | |
|---|---------|---|
| Section 37(2) Agreement | | √ |
| Health & Safety Specification EASTERN Region | | √ |
| Access to Forms | 41-340 | √ |
| Legal Appointments and Authorizations | 34-961 | √ |
| KZN OU Tree Cutting directive for Eskom Contractors | | √ |
| Construction, Safety, Health and Environmental Management | 32-136 | √ |
| Supervision of People on Electroically Hazardous Locations | 34-1954 | √ |
| Expanded Public Works Report – Divisional Capital Programme | 34-1063 | √ |
| Identifying, analysing, documenting, and observing tasks according to criticality | 34-380 | √ |
| Distribution Fire Risk Management | 34-312 | √ |
| Provision and use of Personal Protective Equipment | 34-1710 | √ |
| Environmental Waste Management Procedure | 32-245 | √ |
| Environmental Procedure: Bush Clearing | 32-247 | √ |