

## NEC3 Term Service Contract (TSC3)

Between **NTCSA SOC Ltd**  
(Reg No. 2021/539129/30)

and  
(Reg No. \_\_\_\_\_ )

for **The Provision of Asbestos Removal, Transportation and Disposal Services including the Replacement of Material Building with Non-Asbestos Type at NTCSA Grids for a period of 60 Months**

<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	<b>[•]</b>
<b>Part C2 Pricing Data</b>	<b>[•]</b>
<b>Part C3 Scope of Work</b>	<b>[•]</b>

**CONTRACT No. [Insert at award stage]**

## PART C1: AGREEMENTS & CONTRACT DATA

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Contents:	No of pages
<b>C1.1 Form of Offer and Acceptance</b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.2a Contract Data provided by the <i>Employer</i></b>	<b>[•]</b>
<b>C1.2b Contract Data provided by the <i>Contractor</i></b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	

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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 Provision of Asbestos Removal, Transportation and Disposal Services including the Replacement of Material Building with Non-Asbestos Type at Various NTCSA Grids for a period of 60 Months

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Options A	The offered total of the Prices exclusive of VAT is	<b>Rates only</b>
	Sub total	<b>Rates only</b>
	Value Added Tax @ 15% is	<b>Rates only</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>Rates only</b>
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

<sup>1</sup> This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Dumi Nthongoa

Capacity

Senior Manager Central Grid

**for the  
Employer**

National Transmission Company South Africa SOC Ltd (NTCSA)  
Simmerpan, Simmer Centre Building

(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 to be completed by the *Employer* prior to contract award**

Note:

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

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

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

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

**For the tenderer:****For the Employer**

Signature

Name

Dumi Nthongoa

Capacity

Senior Manager Central Grid

On behalf  
of

National Transmission Company South  
Africa SOC Ltd (NTCSA)  
Simmerpan, Simmer Centre Building

Name &  
signature  
of witness

Date

## C1.2 TSC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>NTCSA SOC Ltd (reg no: 2021/539129/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>+27 (0)53 830 5610</b>
	Fax No.	<b>+27 (0)86 667 9948</b>
10.1	The <i>Service Manager</i> is (name):	<b>TBC</b>
	Address	<b>Power and Lake Street Simmerpan Germiston</b>
	Tel	<b>+27</b>
	Fax	<b>+27</b>
	e-mail	<b>TBC</b>

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

For each Task Order issued under the panel, the **Service Manager** for the Task Order will be identified in the Task Order

11.2(2)	The Affected Property is	<b>NTCSA Grids: Substations, Plant and Equipment, Sites where Asbestos needs to be removed, transported, and disposed of including replacement with non-asbestos material where applicable.</b>
11.2(13)	The <i>service</i> is	<b>The Provision of Asbestos Removal, Transportation and Disposal Services including the Replacement of Material Building with Non-Asbestos Type at NTCSA Grids for a period of 60 Months.</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Risk of asbestosis due to incorrect handling and disposal of asbestos</li> <li>• Working at heights; falling as a result of not wearing a Fall Arrest System (FAS).</li> <li>• High weather conditions</li> <li>• Poisonous reptiles in work areas</li> <li>• Theft and other criminal activities</li> <li>• Possibility of electrical shock (live yard) because of live cables, fires, mechanical related injuries such as tripping, entanglements, accidents, etc.</li> <li>• Roads around substation (slippery during rainy season)</li> <li>• Community riots</li> <li>• Biological risks such as general infections, contaminated water, air and waste.</li> <li>• Non-compliance to Plant Regulations</li> </ul> <p><b>The above will be included in the Risk Register</b></p>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>5 working days (excluding weekends and public holidays) except for health and safety matters which require immediate intervention.</b>
2	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is	<b>The date of the last signature on this document</b>
30.1	The <i>service period</i> is	<b>60 months from the Contract Date</b>

4	<b>Testing and defects</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	between the 25 <sup>th</sup> day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.
6	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	<b>Use of Equipment Plant and Materials</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	None
9	<b>Termination</b>	As per terms and conditions of the NEC3 Term Service Contract (TSC3) April 2013.
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Four (4) weeks.
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	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 Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.

W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>												
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>												
	The place where arbitration is to be held is	<b>South Africa</b>												
	The person or organisation who will choose an arbitrator													
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>												
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>												
<b>12</b>	<b>Data for secondary Option clauses</b>													
<b>X1</b>	<b>Price adjustment for inflation</b>	<b>The inflation rate published by Statistics SA. Rates are fixed for the first 16 months of the contract, thereafter, escalated once annually using the CPI rate from Statistics SA</b>												
X1.1	The <i>base date</i> for indices is	<b>One month prior to tender closing date</b>												
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <td><b>proportion</b></td><td><b>linked to index for</b></td><td><b>Index prepared by</b></td></tr> <tr> <td><b>0.85</b></td><td><b>As applicable to each Task Order</b></td><td><b>JBCC Index</b></td></tr> <tr> <td><b>0.15</b></td><td><b>non-adjustable</b></td><td></td></tr> <tr> <td><b>1.00</b></td><td></td><td></td></tr> </table>	<b>proportion</b>	<b>linked to index for</b>	<b>Index prepared by</b>	<b>0.85</b>	<b>As applicable to each Task Order</b>	<b>JBCC Index</b>	<b>0.15</b>	<b>non-adjustable</b>		<b>1.00</b>		
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<b>0.15</b>	<b>non-adjustable</b>													
<b>1.00</b>														
<b>X2</b>	<b>Changes in the law</b>	<b>As per terms and conditions of the NEC3 Term Service Contract April 2013[1] (TSC3)</b>												
<b>X17</b>	<b>Low service damages</b>													
X17.1	The <i>service level table</i> is in	<b>Will be specified in each Task Order with a maximum of 10% of the Task Order value for work not executed as per scope of work and instruction.</b>												
<b>X18</b>	<b>Limitation of liability</b>													
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>												
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event</b>												
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li><b>the total of the Prices at the Contract Date and</b></li> <li><b>the amounts excluded and unrecoverable</b></li> </ul>												

		from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	12 months after the end of the service period.
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Five (5) days of receiving the Task Order
<b>Z</b>	<b>The additional conditions of contract are</b>	<b>Z1 to Z14 always apply.</b>

## **Z1 Cession delegation and assignment**

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

## **Z2 Joint ventures**

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

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

- Z3.1 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.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 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 P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

**Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 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.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**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, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

**Z6 Health, safety and the environment: Add to core clause 27.4**

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
  - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 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.

## **Z7 Provision of a Tax Invoice and interest. Add to core clause 51**

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 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 core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4710303126 on each invoice he submits for payment.

## **Z8 Notifying compensation events**

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

## **Z9 Employer's limitation of liability**

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

## **Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**



Z10.1 or had a business rescue order granted against it.

## Z11 Ethics

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

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
<b>Coercive Action</b>	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
<b>Collusive Action</b>	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
<b>Committing Party</b>	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
<b>Corrupt Action</b>	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
<b>Fraudulent Action</b>	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
<b>Obstructive Action</b>	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
<b>Prohibited Action</b>	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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 core clause 83 with the following:

#### Insurance cover 83

83.1 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.

- 83.2 The *Contractor* 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**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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 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.
Loss of or damage to Equipment	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, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 12.2 Replace core clause 86 with the following:**

**Insurance** 86  
**by the**  
***Employer***

- 86.1 The *Employer* provides the insurances stated in the Insurance Table B

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

**Z14 Asbestos**

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

**AAIA** means approved asbestos inspection authority.

**ACM** means asbestos containing materials.

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

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## C1.2 Contract Data

### Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in .
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	<b>R</b>

PART 2: PRICING DATA

TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

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

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

### Preparing the *price list*

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



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

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

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

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

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

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

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

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

## C2.2 the *price list*

The Provision of Asbestos Removal, Transportation and Disposal Services including the Replacement of Material Building with Non-Asbestos Type at NTCSA Grids for a period of 60 Months


SCOPE OF WORK : APPOINTMENT OF PANEL OF CONTRACTORS FOR THE REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS MATERIALS IN VARIOUS SUBSTATIONS WITHIN ESKOM NTCSA (ALL GRIDS) FOR A PERIOD OF FIVE YEARS							
Item No		Bill Descriptions	No Off	Unit	Quantity	Rate	Amount
1.1		BILL NO 1 : FIXED PRELIMINARIES AND GENERALS					
1.1.1		SITE ESTABLISHMENT					
1.1.1-1	Site Establishment- Offices etc	Site Establishment / Mobilization (Offices, Ablution, Stores etc.)					
		a) Stores (One Container)	1	Sum	1		Rate Only
		b) Offices (One Container)	1	Sum	1		Rate Only
		c) Ablution Facilities (Male & Female)	2	Sum	1		Rate Only
		d) Tools, Equipment or Plant Contractor to provide Breakdown)		Sum	1		Rate Only
1.1.1-2		Establishment of Plant, Ablution Facilities, Tools and Equipment					
	Site Establishment- Plant etc	a) Skip Truck Single Load	1	Each	1		Rate Only
		b) Sip Truck Triple Combo	1	Each	1		Rate Only
		b) Tipper Truck (10m3 Capacity)	1	Sum	1		Rate Only
		c) LDV	1	Sum	1		Rate Only
		d) Other (contractor to specify)	1	Sum	1		Rate Only
1.1.2		COMPLIANCE WITH SHEQ					
1.1.2-1	Compliance with SHEQ	Implementation of Health and Safety , Environmental Requirements and all Eskom Safety Requirements - SHEQ Document, Safety File, PPE, (Medicals etc.) - Contractor to provide breakdown of the cost					
		a) Safety File (Once off)		Sum	1		Rate Only
		b) Medicals (Medicals Once off per year)	1	Per Person	1		Rate Only
		c) Environmental Requirements (once off)		Sum	1		Rate Only
		d) PPE (normal PPE) - Once Off (Contractor to provide details)		Per Annum	1		Rate Only
		e) Asbestos Related PPE such as disposable Overalls etc.	1	Per Person	1		Rate Only
		f) Other (Contractor to specify)		Sum	1		Rate Only
1.1.3		SITE DIS ESTABLISHMENT					
1.1.3-1	Site Dis-establishment	Site-Dis-establishment/De-Mobilisation					
		a) Site-Dis-establishment/De-Mobilisation (Including All Equipment, Truck etc)		Sum	1		Rate Only
1.1.4		OTHER					
1.1.4 -1	Other	Other					
		a) Construction Sign Board/s	1	No	1		Rate Only
		b) Asbestos Danger Sign Board/s	1	No	1		Rate Only
		c) Other (Contractor to specify) - Details required	1	No	1		Rate Only
1.2		BILL NO 2 : TIME RELATED PRELIMINARIES AND GENERALS					
1.2.1		SUPERVISIONS					
1.2.1- 1	Supervision	Project Management & Supervision for the duration of scope					
		a) Project manager / Site manager	1	Month	1		Rate Only
		b) Safety Officer	1	Month	1		Rate Only
		c) Environmental Officer	1	Month	1		Rate Only
		d) AIA Officer	1	Month	1		Rate Only
		e) Supervisor	1	Month	1		Rate Only
		f) Quantity Surveyor/Planner	1	Month	1		Rate Only
		g) HSE/Admin	1	Month	1		Rate Only
		h) Other (Contractor to provide details)	1	Month	1		Rate Only
1.2.2		TOOLS, EQUIPMENT OR PLANT					
1.2.2-1	Tools, Equipment etc	Tools, Equipment or Plant Required					
		a) Tools, Equipment or Plant Required (Breakdown Required)		Month	1		Rate Only
		b) Site Offices, Stores etc.	1	Month	1		Rate Only
		c) Closed Skip - 11m3	1	Month	1		Rate Only
		c) Ablution Facilities (Male & Female)	2	Month	1		Rate Only
1.2.3		TRANSPORTATION					

THE PROVISION OF ASBESTOS REMOVAL, TRANSPORTATION AND DISPOSAL SERVICES INCLUDING THE REPLACEMENT OF MATERIAL BUILDING WITH NON-ASBESTOS TYPE AT VARIOUS NTCSA SUBSTATIONS FOR A PERIOD OF 60 MONTHS

<b>1.2.3 -1</b>		<b>Transportation (Wet Rate Including drivers or Operators)</b>					
	<b>Transportation</b>	a) Transportation ( for employees Min bus -13-seater)	1	Km	1		Rate Only
		b) Single Cab Bakkie (for Tools etc.)	1	Km	1		Rate Only
<b>1.2.4</b>		<b>COMMUNICATIONS</b>					
<b>1.2.4-1</b>	<b>Communications</b>	<b>Communication, IT, WiFi, Printing etc</b>					
		a) IT, WiFi, Printing etc		month	1		Rate Only
<b>1.2.5</b>		<b>ACCOMMODATION</b>					
<b>1.2.5-1</b>	<b>Accommodation</b>	<b>Accommodation</b>					
		a) Supervision or Skilled Artisan	1	Month	1		Rate Only

## PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's</i> Service Information	
C3.2	<i>Contractor's</i> Service Information	
	Total number of pages	

 <b>Eskom</b> National Transmission Company South Africa <sup>TM</sup>	<b>Scope of Work</b>	<b>NTCSA – All Grids</b>
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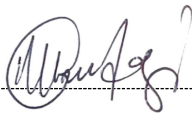
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Date: **20/10/2025**

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Date: **21/10/2025**

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## **1. Introduction**

The initiation of this project is motivated based on Eskom NTCSA's commitment to the compliance of legal and other requirements and to ensure that occupational health and safety risks to Eskom NTCSA employees and contractors are eliminated or reduced. In compliance to the requirements of the occupational health and safety act (Act 85 of 1993), Asbestos Regulations GNR, 155 of 10 February 2002, asbestos containing materials at various substations within Eskom NTCSA – All Grids were identified.

Asbestos containing materials were found to be in the form of trench covers, fascia boards, gutters, roof, ceilings, walls, downpipes, tanks and sleeve pipes. The project will ensure safe processing, handling, storing, disposal and phase-out of asbestos materials. A national asbestos phase out initiative was created to ensure that all asbestos and asbestos containing material are phased out by the end of 2033 within the entire Eskom NTCSA Grids.

## **2. References**

- [1] 240-5592282 Substation Layout Design Guidelines
- [2] Asbestos Abatement Regulations, 2020
- [3] Occupational Health and Safety Act (OHS Act) 85 of 1993
- [4] (32-1205) Eskom Maintenance Management Policy
- [5] (TST41-794) Substation and facility maintenance
- [6] (32-727) Eskom safety, health, environment and quality policy
- [7] (32-846) Operating regulations for high voltage systems
- [8] SABS 10229-1:2010 Transport of Dangerous Goods
- [9] SABS 10231: 2019 transport of Dangerous Goods by Road
- [10] National Environmental Management Waste Act 59 of 2008
- [11] OHSA act (Act 85 of 1993)
- [12] -HSG248 – Health and Safety Guidance 248: Asbestos – The Analysis's Guide for sampling, analysis, and clearance procedures, publish in 2005 or the latest update
- [13] Construction Regulations 2014, as promulgated under Occupational Health and Safety Act 85 of 1983
- [14] UN Transport of Dangerous Goods (U Orange Book)
- [15] 240-165016139 Asbestos Management Plan – Guideline
- [16] 240-44175132 Eskom PPE Specification
- [17] 240-84733329 ; Eskom Medical Surveillance Procedure
- [18] SANS 10229-1 Transport of dangerous goods – Packaging and large packaging for road and rail transport , Part 1 Packaging
- [19] SANS 10229-2 Transport of dangerous goods – Packaging and large packaging for road and rail transport, Part 2 Large Packaging
- [20] 32-95 Occupational Health and Safety Incident Management Procedure
- [21] National norms and standards for the storage of waste, GNR 926 of 2013
- [22] National Environmental Management Waste Act (NEMWA) 59 of 2008
- [23] Regulations for the prohibition of the use, manufacturing, import, and export of asbestos and asbestos-containing materials, GNR 341 of 2007
- [25] National Environmental Management Act 107 of 199

**CONTROLLED DISCLOSURE**

240-180000554 Transmission Asbestos Management Plan  
32-303 Requirements for the Safe Processing, Handling, Storage, Disposal and  
Phase-out of Asbestos

### **3. Abbreviations**

<b>Abbreviations</b>	<b>Explanation</b>
AAR	Asbestos Abatement Regulations
ACM	Asbestos – containing Material
ACP	Asbestos Cement Product
AIA	Approved Inspections Authority
A & F	Assurance and Forensic
ECA	Environmental Conservation Act 73 of 1989
HIRA	Hazard Identification and Risk Assessment
NEMWA	National Environmental Management Waste Act 59 of 2008
RPE	Respiratory Protective Equipment
SANS	South African National Standards

### **4. Scope of Work**

#### **4.1 Scope details**

The high-level scope of work entails the full development of the project to enable removal, disposal and replacement of all asbestos material at Various Grids within Eskom NTCSA Substations – All Grids. Removal and Replacement of the Following with Eskom NTCSA (All grids) various Substation's Offices, Depots, Control Rooms, Battery Rooms, Security/Guard House, Accommodation Compounds, Ablution Facilities/Showers and any other buildings within Eskom NTCSA.

The scope to cover but not limited to Removal, Disposal and replacement of the following:

- Sleeve Pipes, Roof Sheeting, Roof Pipes, Ceilings, Purlins and Fascia boards
- Oil Dam Pipes, Barge boards, Windowsills, Gutter, Downpipes and Ceiling below gutters
- Flowerpots, Water Tanks, Trench & Drain Covers

#### **4.2 Note;**

- Contractor rendering the below services shall be registered with the Department of Employment and Labour as an asbestos Contractor.
- Before commencement of any works, equipment in control rooms, battery rooms and carrier rooms must be protected from asbestos dust particles. The protection system must be structurally sound to handle any debris that may fall from the ceiling.
- The protection system must provide adequate lighting, and the temperature inside must be controlled to be 22°C.

**CONTROLLED DISCLOSURE**



**Note (Continue)**

- Clean out and safely remove all asbestos containing material in the form of trench covers, fascia boards, gutters, roofs, ceilings, interior and exterior walls, tanks, down pipes and sleeve pipes.
- Correct handling of asbestos containing materials should be always adhered to and all asbestos waste shall be transported according to SABS 0228 and SABS 0229 standards and specifications.
- Disposal shall be done through the appointment of accredited waste management service providers and Transport documentation must be handled in line with the National Environmental Management Waste Act 59 of 2008 before the contract for disposal is approved.
- During the removal of asbestos material, the contractor must be responsible for the protection of the surrounding and before the removal of ceilings, the dust layer above must be vacuumed.
- All material must be disposed at licenced hazardous waste sites and Containers or vehicles in which asbestos containing material is to be transported must be clearly identified classified and packed in accordance with SABS 0228 and SABS 0229.

**4.3 Contractor is required to have all required personal but not limited to the following:**

- Site Manager/Project Manger
- Environmental Officer
- Safety Officer
- Planner/QS
- HR/IR Admin
- Asbestos Approved Inspection Authority (AIA) – Independent (The AIA must appoint Asbestos Compliance Officer for duties under AAR Regulations. The appointed personnel must be registered with South African Institute for Occupational Hygiene (SAIOH) as either Occupational Hygiene Technologist or Occupational Hygienist.
- Occupational Health and Safety Representative for Asbestos work
- Asbestos Removal Supervisor
- 

**Environmental Requirements:**

The Contractor shall comply with the Management Tender Returnable Document- 240-154832228 environmental requirements for National Transmission Company South Africa: Environmental Management.

The Contractor is required to ensure that all goods, services or works supplied in terms of the tender/contract/order conform to:

- All applicable environment legislation
- EPC32-727: Eskom SHEQ Policy

**CONTROLLED DISCLOSURE**

- 240-180100134 Environmental Requirements for Contractors and/or Suppliers
- Project specific Environmental Management Programme (EMP)
- 240-110600836-Contractor environmental requirements proforma
- 240-133087117-Environmental Incident Management Procedure
- Eskom Waste Management Standard 32 – 245

The contractor EMP must provide the Aspects and Impacts that will require management and must be followed strictly, aligned to the project scope. The Contractor shall prepare a separate mitigation plan for all environmental impacts and will be raised through the EMP. For tendering purposes, the Contractor must prepare the following method statements for all environmental impacts raised in the EMP:

- Waste management, including the appointment of accredited waste disposal service provider to dispose.
- Storage of hazardous material
- Rehabilitation
- Waste management register will be kept as a record
- Safe disposal certificate and manifesto

#### **4.4 Approved asbestos inspection Authority (AIA) – independent**

The responsible independent AIA will perform an oversight role to ensure compliance with the Asbestos Abatement Regulations, and it does not report to the contractor.

Verify and update the Asbestos inventories and risk assessments provided by the Client before commencement of any Asbestos work.

Ensure that the RAC only performs the type of work they are approved for i.e Type 2 and Type 3

Approve Medical Surveillance and Training records of the RAC

- Conduct oversight of RAC duties and responsibilities (AAR – Regulation 13).
- Compile, approve and submit all asbestos work plans (AAR – Regulation 15).

Notification of Asbestos work to the Provincial Director 7 days prior to commencement of Asbestos work

- Conduct air monitoring and issue a written report, which includes findings and, where necessary, recommendations (AAR – Regulation 16).
- Conduct asbestos clearance functions and issue a clearance certificate (AAR – Regulation 22).

#### **CONTROLLED DISCLOSURE**

- Assist in settling disputes, if required and where asbestos work is to be carried out, by means of a decision concerning the type of asbestos work (AAR – Regulation 14).

Submit all the records of air monitoring and clearance =certificate to the Asbestos client at the end of the project.

#### **4.5 Management and control of asbestos**

- The onus is on the Contractor to appoint a competent Asbestos Removal Supervisor to ensure that the exposure of employees and the environment to asbestos is prevented or adequately controlled.
- The Contractor's Asbestos Removal Supervisor should have an asbestos management strategy dealing with asbestos and ACM in his/her area of control, to manage asbestos exposure effectively.

#### **4.6 Replacement Materials and Specifications**

##### **4.6.1 Ceilings & Other**

Roof Sheeting (All Buildings)	0.4mm IBR roof sheeting with galvanised coating AZ 200, 'Chromadek' paint system, colour on one side and concealed fix system. Sheeting to be installed strictly according to manufacturer's specification, a five-years guarantee shall be issued for workmanship and water tightness of the sheeting. Colour – desert sand on exterior side only. Any other sheeting with screw fixing is not allowed.
Roof Insulation (All Buildings)	"Sisalation FR430" heavy industrial insulation or Alu cushion / bubble foil (Fire retardant grade) polyethylene and alum. Foil thermal insulation. Insulation to be installed under purlins.
Fascia & barge Boards (All Buildings)	Everite nutec boards: Fascia board – 80 x 200mm Barge board – 150 x 200 x 10 x 3000mm Boards are to be fastened with suitable screws. NO NAILS ALLOWED
Ceiling (Offices, Guard Houses, Accommodation Compound etc)	6mm Thick rhino board fixed to existing branderings complete with H-profile jointing strips and 75mm polystyrene cornices, apply white acrylic sealer between cornice & ceiling & wall.  Painting: Paint one coat primer and two coats of prominent paints satin silk sheen (white base) white cloud 0702-Y  Ceiling insulation: 100mm thick aerolite (Think pink) or isotherm polyester ceiling insulation tightly fit between trusses.  Where necessary add additional SAP branders at 400mm crs under truss tie-beam for support.
Ceiling (Control Room)	12.5mm Rhinoboard Donn BPB gyprex lay-in exposed tee suspended ceiling system with a suspended height of 350mm below tie-beam truss. Ceiling tile size = 1200x600mm Ceiling tiles on Donn T38 exposed grid, T38 (3600) main tees at 1200 crs and T38-600 cross tees with capping of pre-painted aluminium. 25x19mm M6 PVC cornice wall moulding.

**CONTROLLED DISCLOSURE**

Ceiling (Battery Room)	Battery rooms new ceiling: 4mm thick everite Nutec board fixed to existing brandering complete with H-profile jointing strips and 75mm polystyrene cornices, apply white acrylic sealer between cornice & ceiling & wall. Battery room ceiling paint: Battery room interior – Paint one coat primer and two coats of acid resistant Plascon plascoguard Gehopon 3000WB series, colour – white.
Windowsills	175mm Fibre cement windowsills to be painted with primer and prominent paints satin silk exterior acrylic. Colour – match roof sheeting. (Exterior), Colour – crisp white. (Interior)
Fasteners	Clips for sheeting to be fixed to purlins with corrosion resistance fasteners.
Trench covers	Precast concrete trench covers, Contractor to confirm trench sizes on site and match with existing concrete trench covers on site.
Purlins	If required to be replaced – Hot dipped galvanised steel purlins to be primed and enamel painted and timber purlins to be replaced with 50x75mm SA pine purlins.
Roof Insulation	“Sisalation FR430” heavy industrial insulation or Alucushion / bubblefoil (Fire retardant grade) polyethylene and alum. foil thermal insulation. Insulation to be installed under purlins.
Fascia & barge boards	Everite nutec boards: Fascia board – 80 x 200mm Barge board – 150 x 200 x 10 x 3000mm Boards are to be fastened with suitable screws. NO NAILS ALLOWED
Gutters & downpipes	Gutter – 150 x 150 x 0.8mm aluminium pre-painted continuous lengths gutters. This is a standard size, a large roof might require a larger gutter, Contractor to confirm sizes with Eskom prior to purchasing the item.  Downpipes – 100 x 100mm aluminium pre-painted continuous lengths downpipes. This is a standard size, a large roof might require a larger downpipe, Contractor to confirm sizes with Eskom prior to purchasing the item. Colour - white
Sleeve pipes, vent pipes and sewer pipes	Polyvinyl chloride (PVC) pipes of same size.

## 5. Drawings,

All drawings will be provided on the second stage, when mini RFQ are issued to successful Bidders as an when required

## 6. Acceptance

This document has been seen and accepted by:

Name	Designation
Seruwe Ntsoane	Electrical Engineer
Livhuwani Mulaudzi	Senior Advisor - Electrical

**CONTROLLED DISCLOSURE**

<b>Name</b>	<b>Designation</b>
Ronald Chauke	Senior Advisor – Quantity Surveying
Lebogang Sithole	Senior Advisor – Contracts
Tshepiso Sepeng	Senior Supervisor Tech Facilities
Arthur Mdluli	Contracts Manager
Pulane Sereme	Middle Manager – HV Plant

## **7. Revisions**

.No Revisions

## **8. Development Team**

The following people were involved in the development of this document:

- Ronald Chauke
- Seruwe Ntsoane
- Tshepiso Sepeng
- Pheladi Maribe
- Precious Likhetho

## **9. Acknowledgements**

Central Grids – HV Plant Team

NTCSA Substation Engineering

**CONTROLLED DISCLOSURE**

<b>Business Unit</b>	NTCSA
<b>Description/ Scope of Work</b>	The Provision of Asbestos Removal, Transportation and Disposal Services including the Replacement of Material with Non-Asbestos Type at NTCSA Grids for 5 Years
<b>Duration of the Project</b>	5 Years
<b>Budget</b>	
<b>Name of Buyer</b>	Candice Ratlhagane

## Section 1: Specific Goals

A maximum of 10/20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**NB: The following documents are required to claim preference points,**

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS Certificate
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)

**Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'**

- May only score point out of 90/80 for price
- Scores 0 points out of 10/20 for specific goals

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## Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

### 2.1 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

<p>a) Is this Commodity or part of it a Designated Sector?</p> <p>Please indicate below Designated Components</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 33%;">Commodity</th> <th style="width: 33%;">Components</th> <th style="width: 33%;">Local Content Threshold</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> </tbody> </table> <p><b>NOTE:</b> SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore <b>mandatory for contract award</b>.</p>	Commodity	Components	Local Content Threshold	N/A	N/A	N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"><b>YES</b></td> <td style="width: 50%; padding: 5px;"><b>NO</b></td> </tr> <tr> <td style="text-align: center; padding: 10px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 10px;"><input checked="" type="checkbox"/></td> </tr> </table>	<b>YES</b>	<b>NO</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Commodity	Components	Local Content Threshold									
N/A	N/A	N/A									
<b>YES</b>	<b>NO</b>										
<input type="checkbox"/>	<input checked="" type="checkbox"/>										

### 2.2 CIDB Skills Development

Continuation of Mandatory Requirements					
<p>a) Is there CIDB compulsory training?</p> <p>If Yes, what is the % of the Construction Skills Development Goal % (CSDG)</p> <p><b>If the answer above is Yes, it will then be mandatory for contract award</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"><b>YES</b></td> <td style="width: 50%; padding: 5px;"><b>NO</b></td> </tr> <tr> <td style="text-align: center; padding: 10px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 10px;"><input checked="" type="checkbox"/></td> </tr> </table>	<b>YES</b>	<b>NO</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>YES</b>	<b>NO</b>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>				

### 2.3 National Industrial Participation Programme

N/A

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 <b>Eskom</b> National Transmission Company South Africa™	<b>SDL&amp;I Strategy Setting Template</b>	<b>Document Identifier</b>	240-148918142	<b>Rev</b>	4
		<b>Effective Date</b>	01 April 2023		
		<b>Review Date</b>	April 2026		

## **2.4 Mandatory Subcontracting as condition of award**

Mandatory subcontracting of a minimum of 30% shall be applicable as a condition for contract award.

- a) must apply subcontracting to previously designated groups.
- b) must advertise the tender with a specific condition for contract award that the successful tenderer must subcontract a minimum of 30% of the value of the contract to:
  - i. An EME or QSE which is at least 51% owned by black people.
  - ii. An EME or QSE which is at least 51% owned by black people who are youth.
  - iii. An EME or QSE which is at least 51% owned by black people who are women.
  - iv. An EME or QSE which is at least 51% owned by black people with Disabilities.
  - v. An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships.
  - vi. A cooperative which is at least 51% owned by black people.
  - vii. An EME or QSE which is at least 51% owned by black people who are military veterans.

Tender Returnable if the above element is a requirement.

- Proof of a sub-contract agreement/s must be submitted.
- CSD report of subcontractors
- Sub-contractor/s B-BBEE certificate / sworn affidavit must be submitted.

Subcontracting, in this instance, will be treated as a condition for contract award. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

## **Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals**

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Tenderers who complete and submit the objectives as required, but who do not meet NTCSA's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

### 1. Transformation – BBEE Improvement or Retention Plan

Transformation remains an area of focus, where NTCSA continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

NTCSA encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, NTCSA also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

**NB:** A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro-Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

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## 2. Local Procurement Content

“Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	NTCSA target	Tenderer Proposal
	100%	

## 3. Procurement spend on entities with a minimum 51% black ownership

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	NTCSA Target	Tenderer Proposal
QSE and EME Level 1 and 2	30%	

## 4. **Jobs.** Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created
Type of Jobs to be retained	Number of Jobs to be retained

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### 5. Skills development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa

Category	NTCSA Proposal	Supplier 's proposal
Safety Officer	10	
Environmental Officer	10	
Occupational Hygienist	10	

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

**Note:** That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

### Section 3: SDL&I Retention and Performance Security

**NTCSA will apply a retention of 2.5% of the invoice amount for failure to meet SDL&I obligations.**

NTCSA will apply retention of 2.5% of the monthly invoice value for failure to meet SDL&I obligations.

For the duration of the contract, NTCSA will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- NTCSA receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

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### Section 4: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to NTCSA in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- NTCSA shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by NTCSA that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

### Section 5: Market Research

The following information demonstrates market analysis and assisted in arriving at the targets above.

Current Suppliers Providing the Services

- Eskom Vendor Database

Potential Suppliers:

- CSD Supplier

### Section 6: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

**Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:**

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner** or **member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements** or **management account**. **(Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

Compiled by:



Rudzani Tshikungulu  
 Senior Advisor  
 Supplier Development Localization  
 And Industrialization  
 Date:  
 19 November 2025

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SECURITY						
	Question	Y	N	n/a	Accountable person	Remarks
1	<p>Name list of all contractors' employee on site: In following format</p> <ul style="list-style-type: none"> <li>• On Company Letterhead</li> <li>• Full Names; Surnames and Identity Number</li> <li>• Home address and Contact numbers</li> </ul>					To be supplied to the Security Department before commencement of work.
2	Proof of Criminal Record Clearance results to be supplied to Security 3 days prior to work commencing (of all contractors to perform work on site/substation/servitude)					<p>Please take note that should this requirement not be adhered to it will result in contractors being removed from site until such time proof of results can be provided.</p> <p><i>Electronic clearance can be obtained on:</i> <a href="http://www.afiswitch.com">www.afiswitch.com</a></p>
3	An Equipment list of all movable equipment / material / tools to be utilized / stored on site/substation/servitude are to be kept by the contractor and a copy provided to security					To be supplied to the Security Department before commencement of work
4	A List of vehicle registration numbers to be supplied of all vehicles accessing site/substation/servitude for duration of work					To be supplied to the Security Department before commencement of work

5		Contractors' vehicles are subject to a security search on all site/substation where 24-hour security is present						Contractor to acknowledge
6		Safeguarding of Assets - Contractors are responsible to ensure that all equipment; material; tools are stored in lockable containers. No assets are to be left unsecured.						Contractor to acknowledge
7		All Security related incidents are to be reported to Security Manager immediately after detection or discovery. All criminal incidents after reported to Security are to be reported to the nearest Police Station; Case number obtained, and Case number supplied to Security Manager.						Contractor to acknowledge
8		All security incidents must be reported to Security Advisor and Security on site/substation/servitude						Incidents reporting by contractor
9		No Firearms and or dangerous weapons allowed on site/substation/servitude						Contractor to acknowledge
10		<b>Requirements of Security Contractor</b>  1. Company PSIRA registration certificate 2. PSIRA Letter of Good Standing 3. COIDA						

		<p>4. UIF compliance certificate</p> <p>5. Letter of Registration with Private Security Industry Provident Fund.</p> <p>6. SARS PIN</p> <p>7. PSIRA certificate for the company owner/director</p> <p>8. Copies of company firearm licences if the contract requires armed guarding.</p> <p>9. Firearm competency certificates for the guards.</p> <p>10. Training and PSIRA certificates for the guards</p> <p>11. SAPS clearance certificate or equivalent clearance certificate</p> <p>Security induction for the guards to be done by Central Grid (Eskom)</p>							
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	NTCSA - Annexure T 1: OHS Tender Evaluation Template (High risk)		Document Identifier	559-716786105	Rev	0
			Effective Date	July 2024		
			Review Date	July 2027		

1. Tenderer's / Contractor's name: ..... Tender Ref number: .....

Scope of work: The Provision of Asbestos Removal, Transportation and Disposal Services including the Replacement of Material with Non-Asbestos Type at NTCSA Grids for a period of 60 Months

<u>Ref.</u>	<u>OHS Tender Returnable</u>	<u>Submission</u>	<u>Comments</u>
		Y = Yes N= No N/A = Not applicable	
1	<b>Annexure B</b> Is the acknowledgement of Eskom's OHS legal and other requirements form signed and submitted by the tenderer?		
2	<b>Baseline OHS Risk Assessment (BRA)</b> Identification, assessment and management of OHS risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA		

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			Review Date	July 2027		

<u>Ref.</u>	<u>OHS Tender Returnable</u>	<u>Submission</u>	<u>Comments</u>
		Y = Yes N= No N/A = Not applicable	
3	<b>Health and Safety Plan</b> (must address the project /scope of work OHS risk(s) and aligned with the health and safety specification or requirements)		
4	<b>Costing for Health and Safety management</b> Has the tenderer submitted detailed costing for OHS (the cost should be broken down not provided as a lump sum). <ul style="list-style-type: none"> <li>The costing must be based on the overall scope of work/service to be performed;</li> <li>The scope of work and the risk assessment may serve as a guideline.</li> </ul>		
5	<b>Valid Letter of Good Standing</b> (COIDA or equivalent)		
6	<b>OHS policy signed by CEO</b> The submitted policy must comply to OHS Act Section 7		

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			Effective Date	July 2024		
			Review Date	July 2027		

<u>Ref.</u>	<u>OHS Tender Returnable</u>	<u>Submission</u>	<u>Comments</u>
		Y = Yes N= No N/A = Not applicable	
7	<b>OHS Competency</b> (Consider scope of work, risks, OHS plan and applicability) CV,s and qualifications / certificates (List competencies required)		
<b>Recommendation</b>			<b>Recommended /Not Recommended</b>

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	NTCSA - Annexure T 1: OHS Tender Evaluation Template (High risk)	Document Identifier	559-716786105	Rev	0
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\*NOTE: For explanatory notes for the listed items (OHSOHS requirements) please refer to [240 - 77433139 Annexure A: Supplier Risk Category](#)

1. Other requirements

Annotation: Populate additional OHS tender returnable(s) that are applicable to the scope of work and need to be evaluated prior to contract award. *This section must be deleted if not applicable.*

<u>Ref.</u>	<u>OHS Tender returnable</u>	<u>Submission</u>	<u>Comments</u>
		Y = Yes N= No	
1			
2			
3			
<b>Recommendation</b>			<b>Recommended /Not Recommended</b>

.....

Eskom OHS Representative

.....

Designation

Public

.....

Signature

.....

Date

.....


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	NTCSA - Annexure T 1: OHS Tender Evaluation Template (High risk)	Document Identifier	559-716786105	Rev	0
		Effective Date	July 2024		
		Review Date	July 2027		

2.Development Team

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	NTCSA - Annexure T 1: OHS Tender Evaluation Template (High risk)		Document Identifier	559-716786105	Rev	0
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Asbestos Abatement Regulations						
Registered Asbestos Contractor (RAC)						
NO	Act	Document to be submitted	Y	N	N/A	Accountable Person
1.	Asbestos Regulations 11(e)	DoEL certificate specifying the Type of Asbestos (Type 2 / Type 3) the Registered Asbestos Contractor (RAC) is approved for.				
2.	Asbestos Regulations 7(3)	Proof of 8-hour Asbestos training for all RAC employees involved				
3.	Asbestos Regulations 17	Proof of pre-project medical surveillance for Asbestos work of all employees involved				
4.	Asbestos Regulations 12(b)	Appointment letter for the Occupational Health and Safety Representative for Asbestos work				
5.	Asbestos Regulations 3(b)	Appointment letter of the Asbestos Removal Supervisor responsible for duties for Asbestos work specified under Asbestos Regulations 3(b)				

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	NTCSA - Annexure T 1: OHS Tender Evaluation Template (High risk)		Document Identifier	559-716786105	Rev 0
			Effective Date	July 2024	
			Review Date	July 2027	

6.	Asbestos Regulations 3(b)	Asbestos Competency Certificate for the Asbestos Supervisor			
7.	Asbestos Regulations 12(a, b,c))	A risk assessment for Asbestos work which include identification of people who might be exposed, scope of work and documented control measures			
8.	Asbestos Regulations 12(3)	Proof that plan of work is submitted to the Chief director at least seven days prior to commencement of Asbestos work			
<b>Asbestos Approved Inspection Authority (AIA)</b>					
1.	Asbestos Regulations 12(3)	Appointment letter of the AIA by the Asbestos Client			
2.	Asbestos Regulations 13(a)	Valid Asbestos Approved Inspection Authority SANAS certificate of accreditation with the following scope: Regulation 13 – Duties for type 2 and type 3 asbestos works			

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			Effective Date	July 2024	
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		Regulation 15(2) (c) – approved plan of work Regulation 16 - Quantifying airborne concentration of Asbestos Regulation 22 – Asbestos clearance certificate			
3.	Asbestos Regulations 13(a)	Valid DoEL Certificate of approval with the following Scope: Regulation 13 – Duties for type 2 and type 3 asbestos works Regulation 15(2) (c) – approved plan of work Regulation 16 - Quantifying airborne concentration of Asbestos Regulation 22 – Asbestos clearance			
4.	Asbestos Regulations 13(c)	Appointment of the Occupational Hygiene Technologist who will be supervising the work Medical Surveillance			

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	NTCSA - Annexure T 1: OHS Tender Evaluation Template (High risk)		Document Identifier	559-716786105	Rev	0
			Effective Date	July 2024		
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	Proof of pre-project medical surveillance for Asbestos work Site Specific Plan of Work and Risk Assessment signed by the AIA, Asbestos Client and RAC Proof of submission of Annexure 2-Notification of Asbestos work (Note: To be submitted 14 days before the RAC start)					
	Appointment of the Occupational Hygienist who will be supervising the work					
	Valid SAIOH registration (Certificate valid for one year) for the Occupational Hygiene who will be supervising the work					
	Appointment of the Occupational Technologist who will be supervising the work					
	Valid SAIOH registration (Certificate valid for one year) for the Occupational					

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		Hygiene Technologist for the project				
5.	Asbestos Regulations 13(c)	Proof that the employees Medical Surveillance records were approved by the AIA				
6.	Asbestos Regulations 7(4)	Proof that the employees training records were approved by the AIA				
7.	Asbestos Regulations 13(d)	Proof that the Plan of work was approved by the AIA and signed by the Asbestos Client and Registered Asbestos Contractor				
8.	Regulations 10	Proof of that Notification of work was submitted to the Provincial Director 7 days prior to commencement of Asbestos work				
9.	Asbestos Regulations 13(h)	Planned AIA schedule of inspections to ensure adherence to the approved plan of work				
<b>Note:</b> Records of all the Asbestos clearance certificate issued, and the air monitoring reports, must be submitted before site handover.						

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	<b>STANDARD</b>	<b>Transmission</b>
-----------------------------------------------------------------------------------	-----------------	---------------------

Title: **Environmental Requirements for Contractors and/or Suppliers**

Document Identifier: **240-180100134**

Alternative Reference Number: **N/A**

Area of Applicability: **Transmission**



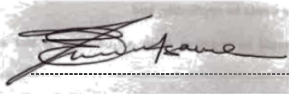

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Compiled by	Functional Responsibility	Functional Responsibility	Authorized by
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Date: 14/12/2023	Date: 19/01/2024	Date: 16/01/2024	Date: 19 Jan 2024

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## CONTROLLED DISCLOSURE

## **1. Introduction**

Eskom is committed to creating and sustaining a Zero Harm culture and standard of safety, health, the environment, and quality (SHEQ). Zero Harm means ensuring that the Eskom operational activities do not inflict harm on Eskom's assets, its employees, contractors, and members of the public affected by its operations, and the environment in terms of compliance obligations. All procurement has some level of impact on the environment that needs to be minimised to ensure sustainable procurement practices. Most environmental impacts occur before goods, works or services are procured, for example, resource extraction, design development, manufacturing, transportation and storage, etc. Environment is an integral part of Eskom sustainable procurement strategy.

This standard sets the minimum criteria for assessing supplier environmental conformity, based on standards, procedures, policies, and compliance obligations with which Transmission suppliers need to comply. It specifies a pre-determined set of environmental criteria to evaluate and monitor potential and contracted Transmission suppliers. The objective is to ensure a common understanding and consistent implementation of environmental requirements for procurement of assets, goods, and services.

## **2. Supporting Clauses**

### **2.1 Scope**

The standard outlines the key responsibilities of Procurement Practitioner, Contractor/Supplier, Clients, Environmental Practitioner and Contract or Project managers (contract custodians). It also provides the minimum environmental requirements to be addressed during:

**CONTROLLED DISCLOSURE**

- a) Design phase.
- b) Tender enquiry, evaluation, and contract award.
- c) Supplier registration on the Transmission vendor data base.
- d) Site access /site mobilization.
- e) Monitoring of performance during the contract execution period.
- f) Contract completion, close out, and post-contract review and
- g) Instances and criteria where works or services under a contract can be stopped, suspended or termination of contracts.

### **2.1.1 Purpose**

The purpose of this standard is to ensure that Suppliers, Contractors, and Sub-Contractors contracted to Transmission have established an Environmental Management System for goods, works, or services they provide.

### **2.1.2 Applicability**

This document shall apply throughout Transmission including Suppliers, Service providers, Contractors, and Sub-Contractors.

### **2.1.3 Effective date**

This standard shall be effective from the date of the signature.

## **2.2 Normative/Informative References**

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

### **2.2.1 Normative**

- [1] 32-1034 Eskom Procurement and Supply Chain Management Procedure.
- [2] 32-196 Eskom Disciplinary Code Standard.
- [3] Project Specific Environmental Management Programmes/Environmental Management Plan.
- [4] Project Specific Permits and Licenses (Construction stage).
- [5] 240-43921804 Environmental Tender Evaluation Template.

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[6] 240-151560800 Environmental Evaluation-Commencement of work.

[7] 240-180100148 Pre-construction Access Agreement Form.

[8] 240-110600836 Contractor Environmental Requirements Proforma.

### **2.2.2 Informative**

[9] National Environmental Management Act No 107 of 1998

[10] ISO 14001: Environmental Management Systems

[11] National Environmental Management: Waste Act (Act 59 of 2008)

[12] Environmental Impact Assessment Regulation (2014)

[13] National Water Act (Act 36 of 1998)

[14] National Environmental Management: Air Quality Act (Act 39 of 2004)

[15] National Environmental Management: Biodiversity Act (Act 10 of 2004)

[16] National Environmental Management: Protected Areas Act (Act 57 of 2003)

[17] National Heritage Resources Act (Act 25 of 1999)

[18] National Veld and Forest Fire Act (Act 101 of 1998)

[19] 240-82410629 Environmental Management Strategy

[20] 240-81146134 Implementing SHEQ as Objective Criteria Position Paper

### **2.3 Definitions**

<b>Definition</b>	<b>Explanation</b>
Environmental Impact	Any change to the environment, whether adverse or beneficial, wholly, or partially resulting from an organisation's environmental aspects.
Environmental Authorisation	Authorisation obtained from a competent authority responsible for authorising listed activities in terms of the National Environmental Management Act No 107 of 1998.

### **CONTROLLED DISCLOSURE**

Environmental Management Programme	It is a programme/plan of action for achieving organisational objectives relating to the mitigation of environmental impacts of its activities, products, and services.
Environmental Management Plan	A programme for achieving organisational objectives and targets relating to mitigation of the environmental impacts of an organisation's activities, products, and services.
Project	Means an activity or a group of activities that has a defined start and end date, a defined scope, and as defined sum of money allocated to complete the activities.
Project Life Cycle	The project life cycle is a step-by-step framework of best practices used to manage a project from its beginning to its end. It provides Project Managers a structured way to create, execute, and finish a project.
Environmental file	Means a permanent record containing information about the Environmental management system during construction and all information relating to the post-construction phase after the handover to the client, so that the client can maintain the works in a healthy and safe way.
Method Statement	Means a written document detailing the key environmental activities to reduce the hazards identified in any risk assessment. In the case of internal work, it includes procedures, safe work procedures, and work standards.
Environmental Performance	The measurable results of an organization's management of its environmental aspects.
Organisation	<p>A company, corporation, firm, enterprise, authority or institution, or part or combination thereof, whether incorporated or not, public or private, that has its own functions and administration.</p> <p><b>Note: For organisations with more than one operating unit, a single operating unit may be defined</b></p>

**CONTROLLED DISCLOSURE**

Environmental Authorisation	authorisation obtained from a competent authority responsible for authorising listed activities in terms of the National Environmental Management Act, 1998 (Act No.107 OF 1998) Environmental Impact Assessment Regulations (2014).
Contractor/Supplier Organisation	<p>Organisation or person that provides a product or service.</p> <p>Example: Producers, distributor, retailer or vendor of a product, or provider of a service or information.</p> <p><b>Note 1: A supplier can be internal or external to the organisation.</b></p> <p><b>Note 2: In a contractual situation, a supplier is sometimes called “contractor”.</b></p>
Document Controlled Disclosure	Controlled disclosure to external parties (either enforced by law or discretionary).
Environmental Management System	Is a system which integrates policy, procedures, and processes for training of personnel, monitoring, summarizing, and reporting of specialized environmental performance information to internal and external stakeholders of an organisation.

## 2.4 Abbreviations

Abbreviation	Explanation
EA	Environmental Authorisation
ECO	Environmental Control Officer
EMPr	Environmental Management Programme
EMP	Environmental Management Plan
EMS	Environmental Management System
ISO	International Organisation for Standardization
SDS	Safety Data Sheet

### CONTROLLED DISCLOSURE



Abbreviation	Explanation
TDP	Transmission Projects Delivery
SHE	Safety Health and Environmental
SHEQ	Safety Health Environment and Quality
P&SCM	Procurement and Supply Chain Management
SHERQS	Safety Health Environment Risk Quality & Security

## **2.5 Roles and Responsibilities**

### **Procurement Practitioner shall:**

- Ensure that sufficient notification and preparation times are provided to the relevant Environmental Practitioners for the preparation of the relevant environmental requirements for the enquiry.
- Ensure that the environmental requirements and specification documents are provided by the appropriate environmental practitioners prior to the release of tender documents.
- Ensure that Environmental Practitioner participates in the commercial process, and provides input into the relevant meetings or forums, processes, and reports that lead to the awarding of the contract (e.g., supplier evaluation, squad check meetings, contracting strategies, negotiations, clarification meetings, tender evaluations and evaluation report compilations, contract award, briefing meetings).
- Ensure that the Environmental Acknowledgement Form (Appendix E) is reviewed by the Environmental Practitioner to ensure that all applicable rules and requirements are referenced in this form for Tenderers to acknowledge and comply with and ensure that its completed and included in their tender.

### **Business Unit Manager shall be responsible for:**

- Implementation of the requirements as stipulated in this standard.

### **CONTROLLED DISCLOSURE**

**The Environmental Practitioner shall:**

- Participate in, and input into all the relevant meetings/forums, processes and reports that lead to the awarding of the contract.
- Co-ordinate the research, preparation, and consolidation of the applicable environmental requirements together with members of the cross functional team for each tender/enquiry and shall ensure that these requirements are handed over to commercial representative for inclusion in the tender/enquiry.
- Ensure that environmental requirements are listed in and are specific to the scope of work and environmental risk assessment conducted for the contract.
- Ensure that the tender's response to environmental requirements in the tender/enquiry are submitted with the tender returnables.
- Ensure the monitoring of environmental performance and compliance during the contract execution and post-contract review and assessment and must also ensure that all reports are provided to contracts management.
- Provide detailed information pertaining to the supplier's non-compliances, environmental interventions taken and provide the report to the contract custodian and submit to contracts management.
- Identify specific technical environmental requirements that will be included in the technical evaluation criteria for the contract.

**The Contract Custodian (Contract Executor) shall:**

- Ensure that the Supplier adheres to the relevant contract environmental requirements.
- Ensure that project-specific environmental specifications together with specific environmental aspects and other relevant procedures and documents are developed in conjunction with the Environmental Practitioner and provided with the tender package.

**CONTROLLED DISCLOSURE**

- Ensure that necessary details/issues pertaining to non-conformances on contractual environmental obligations during contract execution, environmental intervention or standoff, post contract review, supplier reconsideration are adequately addressed, recorded, and submitted to contracts management for record and future references.
- Compile a motivation outlining the scenario, the reasons why the requirements is/are impractical to comply with and suggested recommendations shall be submitted in writing to contract management where it is impractical to implement and /or comply with environmental requirements as set out in this standard.
- Ensure that post contract review is conducted with the relevant information and that the results of such assessment are recorded, documented, and kept.
- Ensure that environmental budgeting is done as per the contract scope, and it forms part of the Bills of Quantities in the contract.

**Supplier /Service Provider:**

- It is the responsibility of the Tenderer to provide valid and authentic environmental documentation for evaluation.
- The Tenderer may seek support, guidance, and advice from relevant Environmental Practitioners during the tender clarification meeting to fully comply with the requirements of this standard. Such support, guidance and advise shall be levelled in writing with the Eskom Representative whose details are in the tender document. Direct communication between tenderers and Environmental Practitioners shall not be allowed. .
- The Supplier must comply with, and adhere to, environmental legislation and Transmission environmental requirements always when contracted with Transmission Business Units.
- The Supplier as a legal entity must be conversant with the environmental obligations related to the works, services or goods tendered for.
- Each site or premises of Transmission and its Business Unit has specific environmental site requirements, and it is the responsibility of the Supplier to ensure that these requirements are met before work can commence.

**CONTROLLED DISCLOSURE**

## **2.6 Process for Monitoring**

Compliance to this standard will be monitored during tender evaluations, periodic inspections and audits on the works, goods or services rendered. The procedure / process shall include documenting information to monitor performance, applicable operational controls (method statements) and conformity with the Transmission EMPr/EMP and/or the EA.

- Transmission may conduct due diligence to the supplier's product/services and environmental management procedures, and/or any inspection authority acting on supplier's behalf, to make available all information at its disposal certificates for review by Transmission or its appointed inspection agency.
- The supplier shall keep records of the results of the periodic evaluations, and the records shall be made available to Transmission business units. These shall not be limited to:
  - A procedure for Monitoring, Measurement, Analysis and Evaluation of Compliance
  - Document specific checklists and registers
  - Monitoring/Inspection reports
  - Findings and close out reports.
  - Natural resource consumption (water, fuel, electricity usage etc.)

## **2.7 Related/Supporting Documents**

[1] 32-1034 Eskom Procurement and Supply Chain Management Procedure

[2] 240-106082683 SHEQ Requirements for the Procurement and Supply Chain Processes in Eskom

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### 3. The Contractor Environmental Management Model

Transmission has adopted a six-phase environmental contractor management model to effectively manage contracts and suppliers.

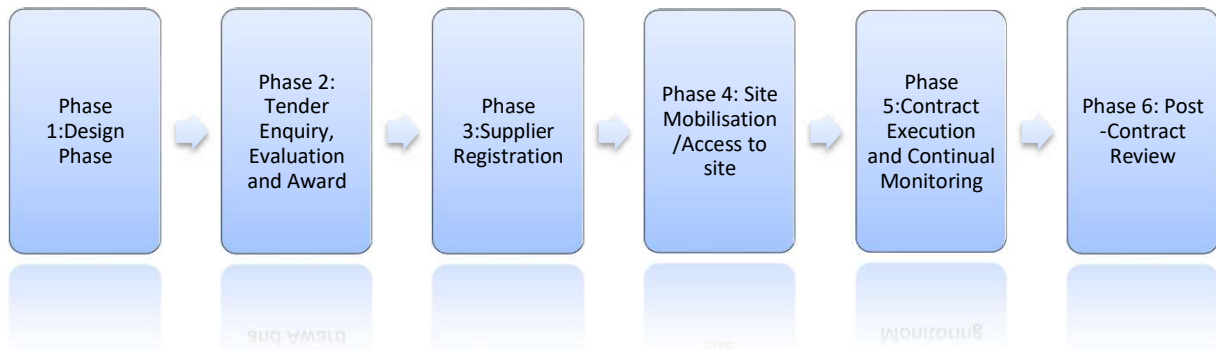


Figure 1: illustrate the six phases environmental contractor management model

#### 3.1 Phase 1: Design Phase

- Environmental Practitioners to provide the designer with an environmental specification that are specific to the contract or services to ensure integration of the environmental requirements into the design.
- The designer and the responsible environmental practitioner to conduct a site visit before commencing with the design or contract goods and services environmental specification can be developed.

#### 3.2 Phase 2: Tender Enquiry, Evaluation, and Award

- Functional environmental requirements will form part of the tender/enquiry. The tender/enquiry shall be accompanied by a contract specific environmental specification and risk assessment and applicable SHE policies and procedures.

**CONTROLLED DISCLOSURE**

Transmission	Supplier
Conduct due diligence on the supplier prior the work is executed	All environmental documentation, records, reports shall be made available for review when requested by Transmission or its appointed inspection agency. The supplier shall provide suitable facilities and safe working environmental to Transmission or its appointed environmental agency

### 3.3 Contractors Environmental Management System Requirements

- The Contractor/supplier shall have a documented, implemented and maintained environmental management system, preferably guided by the ISO 14001:2015 Standard. New Suppliers can provide evidence of their compliance by maintaining accurate and up-to-date documentation and records related to their environmental management practices. This can include policies, procedures, training records, audits, and monitoring reports.
- The Contractor shall be responsible for ensuring that all their Supplier Organisation's environmental programmes comply with the Transmission requirements. The Contractor shall define the specific environmental control elements applicable to the scope of works, goods or services.
- The Contractor shall inform Transmission of any changes to the environmental requirements that were evaluated during the tendering stage prior to implementation of these changes.

### 3.4 Environmental Planning

- Any revisions to the plans/programmes shall require the agreement of Transmission or its environmental representatives prior to the commencement of work involving an activity affected by such changes.
- The revision of environmental documents shall be subjected to review and approval by all parties previously responsible for evaluation prior to implementation.

**CONTROLLED DISCLOSURE**

- The following will form part of the supplier's documented EMS, and shall be internally reviewed, and formally approved. The environmental management system must cover each distinct stage of work performed/undertaken and it shall include but not be limited to:
  - Site establishment.
  - Access control to site.
  - Site construction and installation work (civil, electrical, power lines etc.).
  - Manufacturing (site, factory, temporary workshops etc.).
  - Storage areas (plant, equipment, free issue material etc.).
  - Waste Management Plan (or method statement); Site and Vegetation Clearing.
  - Handling of Hazardous Chemical substances.
  - Site management (water management, dust and noise, landowner liaison, final release and settlement of disputes and claims).
  - Rehabilitation.
  - Site demobilization.
- Different physical locations where the supplier's work will be performed, the significant environmental conditions will be included and mitigated.
- Work to be performed by the supplier and their pre-determined scoping requirements.
- Waste management plan/procedure that includes waste segregation and minimisation, waste disposal register, anticipated waste streams to be generated and related legal requirements applicable to waste management for specific scope of work.
- Environmental records to be retained at site for the specific scope of work and, shall include but not be limited to:
  - Environmental Authorisation (including all other permits and licenses).
  - Project specific Environmental Management Plan/Programme.
  - Aspects and Impacts register.
  - Incident register and Investigation reports.
  - Non – Conformance register.

**CONTROLLED DISCLOSURE**

- Complaints register.
- Waste statistics (reused, recycled, donated and disposal records).
- Water use records.
- Hazardous Substances registers and Safety Data Sheets.
- Records of internal and external audits and inspections (reports, findings, action plans and close outs).
- Records of site inspections conducted (checklists and reports).
- ECO reports (where applicable).
- Energy Efficiency Checklists.
- Appointed environmental representative (Appointment Letter).

### **3.5 Organisational Environmental Aspects and Impacts Registers**

- Transmission Aspects and Impacts register shall identify/indicate/define/reflect the supplier's scope as per the requirements of ISO 14001: 2015.
- Transmission requires that the service providers 's environmental requirements documentation meet the additional requirements below as a minimum:
- Identify and list all environmental aspects per activity.
- Determine all the possible environmental impacts for each of the identified aspects.
- All environmental aspects shall be assessed before and after controls.
- Identify significant Aspects and Impacts and establish programmes/ procedures on how to address the impact to the environment.
- The impacts shall be rated and must be included in a compiled Environmental Aspects and Impacts register (See Appendix A).
- Aspects and Impacts register by the contractors/suppliers must be a revision-controlled document; An example of the Environmental Criteria for determining the significant impacts are explained in Appendix A.

***Note: this shall be managed according to the level of environmental risk.***

**CONTROLLED DISCLOSURE**



Transmission	Supplier
Significant aspects shall be considered in the setting of Objectives and Targets and the determination of the environmental risks and opportunities at the project level.	Planned actions and impact control (corrective) measures for the medium and high significant impacts shall be undertaken through environmental management programme/plan and/or through operational controls.

**Note: These records shall be kept in a hard copy and submitted to the environmental practitioners**

- The supplier's organisational structure shall indicate the current management hierarchy as per scope of work (include SHEQ representatives). The structure must clearly show lines of responsibility and authority and shall reflect both the names of the appointed persons and their respective designations and positions. The management representative (i.e. appointed responsible authority of site) having overall responsibility for environmental management and planning.
- A qualified person (National Diploma or a degree e.g., Environmental Sciences/Management or Nature Conservation or relevant Natural Sciences) having the responsibility for monitoring environmental planning and activities and their relationship within the management structure according to the project EMPr/EMP and/or EA requirement. For low risk projects an environmental representative with two weeks environmental training will be sufficient to be an environmental representative.
- Environmental tender returnable must be clear to suppliers. The environmental practitioner to identify and list all applicable environmental requirements in relation to the scope of work
- Where applicable, the tenders or potential suppliers must conduct a site visit of the area where the work shall be executed before tendering.
- The site visit will be conducted with the supervision of contract custodian together with the commercial practitioner.

**CONTROLLED DISCLOSURE**

**Items for informing the Tenderer**

- For the environmental requirements that were not met during the evaluation phase, the Tenderer will be given seven (7) days to submit the outstanding requirements. Failure to submit the outstanding requirements within the seven (7) days period will render the tenderer non-compliant and the evaluated score will not change. As environmental requirements in a tender are contractual requirements, the non-compliance will not lead to a tenderer's disqualification but will be highlighted in the submission report to the Delegated Approval Authority (DAA) for the Tenderer to address during the negotiations or post contract award.
- Outstanding environmental issues at the clarification must be provided for in the contract with the tenderer given a specific period post contract award to address.
- Further guidance and support about environmental matters will be provided at the clarification meetings. Environment shall be on the agenda for the clarification meeting and records of the presentation are to be kept by commercial. To be noted that guidance and support at the clarification meeting and all clarifications associated the tender must be levelled with the Eskom Representative (Buyer).

**Environmental sections /questions and weightings in checklists, reports and evaluations respectively**

- For environmental tender evaluations, commercial shall ensure that all environmental evaluations are carried out by the allocated environmental practitioner responsible for the tender. The environmental evaluation report shall be compiled by the responsible environmental practitioner and submitted to commercial.

**CONTROLLED DISCLOSURE**

- Environmental high risk: contract for works, goods or services which have an environmental high risk that is recognised globally, widespread or permanent ecological damage locally. Remediation would take longer than one year. This could result in a major public health hazard and the magnitude is unknown (refer to appendix C to determine risk): ***Environmental requirements shall be included as a contractual requirement in tender documents or as prescribed in the Procurement and Supply Chain Management Procedure and relevant Instruction Notes. All or nothing approach will be implemented during the evaluation. The Tenderer to score full points against the specified criteria. When the supplier does not score full marks, they will be given seven (7) days to submit outstanding documents. Failure to do so will result in the original score being retained. To be noted that while the all or nothing principle will be evaluated in this process, suppliers will not be disqualified for not meeting all requirements. Suppliers will be given the opportunity to meet the requirements at negotiations and if they again fail, any outstanding requirements will be provided for in the contract for the supplier to meet within the timeframe stipulated in the contract.***
- Environmental medium risk: contract for goods, works or services which has an environmental impact regionally or locally that could result in a major uncontained or sustained environmental release causing health hazard to humans and immediate vicinity but not resulting in a critical or fatal injury/illness. This could result in an ecological damage that can be remedied within one year. (Refer to appendix C to determine risk): ***Environmental requirements shall be included as a contractual requirement or as stipulated In the Procurement and Supply Chain Management Procedure and relevant Instruction Notes.***
- Environmental low risk: contract or goods and services which has an environmental low risk has little or no ecological effect and no measurable impact on human health (refer to appendix C to determine risk): ***Environmental requirements shall be included as a contractual requirement or as stipulated In the Procurement and Supply Chain Management Procedure and relevant Instruction Notes.***
- The environmental requirements and the applicability will ultimately be determined by the responsible environmental practitioner for all contracts.

**CONTROLLED DISCLOSURE**

### **Contract Award**

- Environmental practitioners are to form part of the briefing or preparation meeting to outline requirements to be met before work can commence.

### **3.6 Phase 3: Supplier Registration**

- The supplier shall meet the minimum environmental requirements (determined on tender returnable as per scope of work).

### **Exempted Suppliers**

- Independent electricity generators and demand response suppliers for rebate.
- Venue and accommodation services where a contract does not exist between Transmission and the supplier.
- Municipalities and organisations that Transmission procures services from, e.g., water and sanitation.
- Purchasing of consumables from established retailers (trading outlets).
- Disruption in transportation and distribution of goods/services due to extreme weather condition and other declared emergencies and disasters (i.e., urgent procurement or emergencies).
- Any other services that on evaluation should not be considered for issue out to the market with environmental requirements.

### **3.7 Phase 4: Site Mobilisation /Access to Site**

#### **Prerequisites for commencement for commencement of works or services following contract award**

- Contracts Management shall ensure that the environmental practitioners are given notice (at least one week prior) of the contract award so that they can ensure that environmental file evaluation is done before the supplier can mobilise on site and commence with work.

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- The national contracts management process (phase 1 and phase 2) environmental requirements to be co-ordinated by the Office of the Group Executive - environmental practitioners. The co-ordinating environmental practitioner will hand over to the business unit environmental practitioner (phase 4 to 6), where the works or goods/services will be executed by the environmental practitioners at relevant business unit.
- The following documents shall be prepared and maintained for the duration of the contract and/or qualification validity period and shall be submitted to Transmission or its inspection agency prior to commencement of the works. Documents to be submitted to Transmission include, but may not be limited to the following:
  - A completed and signed contractor Environmental Requirements Pro – Forma (Appendix E).
  - Contractors/suppliers Environmental procedures/method statement will be in accordance with Transmission specific requirements.
  - EMS documentation as required for the works.
  - All documentation shall be submitted to Transmission for evaluation 7 days after contract award.
  - Organisation's EMS records (refer to Appendix D).
  - Permits as applicable.
  - Corrective actions taken because of non-conformances raised by either the Organisation or Transmission.

### **3.8 Phase 5: Contract Execution and Continual Monitoring**

#### **Continual Environmental performance monitoring**

- Environmental practitioners shall conduct inspection, audits to monitor environmental compliance and adherence by the contractor. The Environmental Practitioner reserves the right to conduct the performance measures on all contractors.
- The business unit that receives products, goods and services shall ensure that monitoring mechanism (such as audits and reviews) is instituted with the support of the environmental practitioners to ensure compliance with environmental legislative/ legal obligation and Transmission requirements.

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### **Management of Sub-Contractors and Suppliers**

- The contract custodian shall ensure that the main supplier or principal supplier is notified that she/he is accountable for the management of her/his subcontractors and supplier and to ensure that the subcontractors/suppliers comply with the applicable Environmental legal obligation and other Eskom/ Transmission requirements (applicable during the contract execution of works and services in terms of the contract).
- The contract custodian, together with commercial department must ensure that all non-conformances or non-compliance of the suppliers are dealt with as per the Transmission supplier status reconsideration process (32-1034 Eskom Procurement and Supply Chain Management Procedure)

### **Enforcement of compliance with Environmental requirements during contract execution and the monitoring/assurance of this**

- Environmental Practitioners shall ensure that there is a mechanism to monitor environmental performance and the supplier's compliance at predetermined interval during contract execution and that these reports are provided to the contract custodian, as well as the commercial department during the execution of the contract and for the post-contract review process.

### **Work stoppage stoppage/suspension of works and services under a contract**

- Any person may stop an activity that may pose a threat to health of an individual and create a risk of degradation to the environment. This includes any unauthorised work or commencement of the activity without required environmental authorisation or approvals or service performed by, or legally or contractually non-compliant acts or omissions by the Supplier or such Contractors.
- The temporary stoppage of an activity/activities or tasks may be due to environmental concerns, including the following circumstances which shall not warrant any financial compensation:

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- Ad-hoc environmental intervention by Transmission management, all work of similar nature may be stopped due to the occurrence of a serious environmental incidents, and the relevant supplier will be required to comply with the conditions stipulated in the work stoppage instruction.
- Ad-hoc environmental intervention by any person, especially environmental practitioners, may be due to activities by the contractor that may degrade the environment. The conditions that may result to a work stoppage will determine the corrective measures to be taken urgently to protect the environment and plant or equipment to prevent environmental pollution.
- Ad-hoc environmental intervention by government environmental authorities, all work of similar nature may be stopped due to the occurrence of a serious environmental incident or legal contravention, and the relevant supplier will be required to comply with the conditions stipulated in the work stoppage instruction.

### **Supplier status reconsideration**

- The contract custodian will be the authorised person to communicate via the responsible commercial practitioner to the reconsideration of the supplier status committee when she/he recommends the suspension or termination of the contract on the advice of environmental practitioners.
- In the event of any one of the following environmental incidents occurring, an investigation shall be initiated when:
  - A supplier has three major environmental non-conformances raised in the same financial year.

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- A supplier had two or more contraventions of environmental legislation including non-compliance with the condition contained in all environmental approvals. The contractor has been issued with a compliance notice that is issued by a government department, for an example the Department of Forestry, Fisheries and the Environment and Department of Water and Sanitation
- Violation of any of the Eskom Life-saving Rules occurs.
- Fraudulent environmental related documents are submitted by the supplier.

The investigation will be conducted, and the supplier will be informed about the outcome of the investigation. If the supplier is found guilty of the above offences, they will be taken off the Eskom data base with no future business prospect with Transmission. When the supplier is cleared on all the offences, they will be re-considered to be reinstated on the Eskom database.

**Note: No Transmission employee or representative is allowed to terminate or suspend a contractor or supplier at any given time. The contractor must be referred to the Reconsideration of Supplier Status Committee.**

### **Contract Completion Process and Record Retention**

- It is the responsibility of the project manager from the business unit to ensure that the final environmental inspection is conducted with the assistance of the environmental practitioners allocated for the work. The environmental practitioner will ensure that the rehabilitation is executed according to the EMPr/EMP and EA conditions. The environmental practitioner will sign off the project close out handover form. This must be done before a contract is closed.
- The environmental file shall be handed over from supplier to the asset owner. The handover form with all records will be signed by all and handed over to business unit on completion of the works/project. For work/project where the Business unit Managers are on another division /site, the handover shall include the environmental file that will be handed over to the client or client agent (site owner /asset owner).
- Documents to be submitted to Transmission on completion of scope of works, which shall accompany every shipment of product to its specified delivery destination(s) include, but may not be limited to the following:

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- Organisation certificates of conformance.
- Organisation test certificates etc. as required by the applicable technical specification(s).
- Inspection release reports issued by Transmission or its inspection agency including but may not limited to:
  - o ECO close out report
  - o Final rehabilitation report
  - o Final sites close out audit/inspection report/NCR close out

**NOTE: The above can be submitted and summarised in a form of a controlled register.**

### **3.9 Phase 6: Post-Contract Review**

- Commercial shall ensure that post -contract reviews are incorporated in the commercial process to review the supplier's environmental performance during the execution of contract and ensure that the assessment results are made accessible and available to all relevant stakeholders for future reference.
- Environmental practitioners shall prepare the environmental component in preparation for the review process, that is, audit reports and the environmental compact/contract.
- The output of the post-contract assessment shall be submitted to commercial (supplier/contract management) for record keeping purposes and the results input into the supplier database for future consideration of the specific contractor.

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#### 4. Acceptance

This document has been seen and accepted by:

Name	Designation
Group Executive	Transmission Group
General Manager	Asset Management
General Manager	Engineering
General Manager	Energy Market and Services
General Manager	Grid Planning and Development
General Manager	International Traders
General Manager	Office of the Group Executive
General Manager	Operations and Maintenance (Grids)
General Manager	Transmission Projects Delivery
General Manager	System Operator
Senior Manager	Finance
Acting Senior Manager	Human Resources
General Manager	Procurement and Supply Chain Management
Transmission Group BMS Representatives	All Transmission Group BU's
Transmission Group BUERS	All Transmission Group BU's

#### 5. Revisions

Date	Rev.	Compiler	Remarks
November 2023	1	P Likhetha	Transmission did not have a level 2 procurement standard. The division adopted level 3 Transmission Project Delivery standards to convert it into a level 2 document.

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## **6. Development Team**

The following people were involved in the development of this document:

- Tshinanne Mutshatshi
- Takalani Thimisha
- Nombulelo Mabena
- Luckyboy Isaac
- Bukelwa Masiza
- Angel Khumalo
- Precious Likhetho

## **7. Acknowledgements**

The compiler would like to acknowledge the Transmission Environmental Management Team for putting this document together.

### **CONTROLLED DISCLOSURE**

## Appendices

Appendix	Description	Document Reference Number
A	<ul style="list-style-type: none"><li>Aspect Register</li></ul>	240-131655011
B	<ul style="list-style-type: none"><li>EMP for Service Providers or Suppliers</li></ul>	240-109832932
C	<ul style="list-style-type: none"><li>Risk Assessment (High, Medium, and Low risk work)</li><li>Integrated Risk Standard</li></ul>	240-108987034  32-391
D	<ul style="list-style-type: none"><li>Tender returnable form</li></ul>	240-43921804
E	<ul style="list-style-type: none"><li>Environmental Requirements Pro-forma</li></ul>	240-110600836
F	<ul style="list-style-type: none"><li>Environmental Method Statement Template for Service Providers or Suppliers</li></ul>	As per the scope of the contract

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**GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS**

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**DEPARTMENT OF EMPLOYMENT AND LABOUR****NO. R. 1196****10 NOVEMBER 2020****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)****ASBESTOS ABATEMENT REGULATIONS, 2020**

The Minister of Employment and Labour has, under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**

## SCHEDULE

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  4. Inventory of asbestos in place
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- ANNEXURE 1: Asbestos warning labels and signs
- ANNEXURE 2: Notification of asbestos work

## Definitions

1. In these Regulations any word or expression to which a meaning has been assigned in the Act has the meaning so assigned and, unless the context otherwise indicates—

**"approved plan of work"** means a written site-specific methodology as contemplated in regulation 15 that is at least co-signed by the asbestos client, registered asbestos contractor and approved inspection authority;

**"asbestos"** means the following fibrous silicates:

- (a) Asbestos actinolite, CAS No. 77536-66-4;
- (b) asbestos grunerite (amosite), CAS No. 12172-73-5;
- (c) asbestos anthophyllite, CAS No. 77536-67-5;
- (d) chrysotile, CAS No. 12001-29-5 or CAS No. 132207-32-0;
- (e) crocidolite, CAS No. 12001-28-4;
- (f) asbestos tremolite, CAS No. 77536-68-6; and
- (g) any mixture containing these fibrous silicates;

**"asbestos cement products"** means a range of building materials that were manufactured using moulding and compression techniques, consisting of a hardened mixture of asbestos fibres, cement and water;

**"asbestos clearance certificate"** means a written document verifying that the regulated asbestos fibre concentration in the air meets the clearance indicator;

**"asbestos client"** means any person for whom asbestos work is performed;

**"asbestos coating"** means a surface coating which contains asbestos for fire protection, heat insulation or sound insulation, but does not include textured decorative coatings;

**"asbestos-containing material"** means asbestos as well as any material that contains asbestos and includes asbestos cement products, asbestos coating, asbestos insulation board, asbestos insulation, asbestos textured decorative coatings, asbestos contaminated soil and other asbestos-containing materials;

**"asbestos disposal site"** means a site specifically designated for the purpose of asbestos disposal in terms of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008);



**"asbestos dust"** means airborne or settled dust, which contains or is likely to contain regulated asbestos fibres;

**"asbestos in place"** includes any asbestos, asbestos cement products, asbestos coatings, asbestos-containing material, asbestos dust, asbestos insulation, asbestos insulation board and asbestos waste at the workplace;

**"asbestos insulation"** means any asbestos-containing material, which is used for thermal, acoustic or other insulation purposes, including fire protection, except—

- (a) asbestos cement, asbestos coating or asbestos insulating board;  
or
- (b) any article of bitumen, plastic, resin or rubber, which contains asbestos and which thermal and acoustic properties are incidental to its main purpose;

**"asbestos insulating board"** means any flat sheet, tile or building board consisting of a mixture of asbestos and cement or any other material, but which is not—

- (a) asbestos coating; or
- (b) an article of bitumen, plastic, resin or rubber, which contains asbestos and which thermal and acoustic properties are incidental to its main purpose;

**"asbestos removal site"** means a workplace where asbestos removal work is performed;

**"asbestos removal supervisor"** means a competent person responsible for supervision of physical asbestos work processes and coordination of asbestos removal on an asbestos removal site;

**"asbestos risk assessment"** means a risk assessment and risk categorisation of potential exposure to asbestos dust;

**"asbestos waste"** means an undesirable or superfluous asbestos or asbestos-containing product or by-product or the undesirable or superfluous asbestos or asbestos-containing emission or residue of any process or activity, which has been—

- (a) discarded by any person; or



- (b) accumulated and stored temporarily with the purpose of discarding it, with or without prior treatment connected with the discarding thereof;

**"asbestos work"** means work that exposes or is likely to expose an employee to asbestos dust, including transporting, storing, removing, handling, treating, repairing and disposing of asbestos;

**"CAS No."** means the Chemical Abstracts Service Registry Number;

**"Chief Director: Provincial Operations"** means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003, published as Government Notice R.929 in *Gazette* No. 25129 of 25 June 2003;

**"clearance indicator"** means the measured airborne concentration of regulated asbestos fibres is less than 0,01 fibres per millilitre (f/ml), as measured in accordance with HSG 248 or an equivalent method;

**"competent person"** means a person who—

- (a) has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications specific to asbestos work or related tasks: Provided that, where appropriate qualifications and training are registered in terms of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) is familiar with the Act and the applicable regulations made under the Act;

**"demolition work"** means a method to dismantle, wreck, break, pull down or knock down a structure or part thereof by way of manual labour, machinery or the use of explosives;

**"environmental air monitoring"** includes static air monitoring for regulated fibres conducted downwind from outdoor type 2 asbestos work or outside asbestos enclosures where type 3 asbestos work is performed or in any area where there is the potential for asbestos contamination;

**"exposed to asbestos"** means exposed or likely to be exposed to asbestos dust while at the workplace, and **"exposure"** has a corresponding meaning;

**"HSG 248"** means Health and Safety Guidance 248: Asbestos – The Analysts' Guide for Sampling, Analysis and Clearance Procedures, published in 2005, or latest update;

**"incidental asbestos exposure"** means unintentional exposure to airborne asbestos at a workplace where asbestos is present;

**"non-asbestos-related work"** includes work performed in the vicinity of asbestos-containing materials or asbestos cement products, but excludes work performed on or with asbestos-containing materials or asbestos cement products;

**"OEL"** means the occupational exposure limit, the value of which is set by the Minister, for a stress factor in the workplace;

**"OEL for asbestos"** means an occupational exposure limit of 0,1 regulated asbestos fibres per millilitre of air measured in accordance with HSG 248;

**"registered asbestos contractor"** means either a contractor, a mandatory or an employer who conducts type 2 asbestos work or type 3 asbestos work or asbestos removal work, who is registered with the chief inspector;

**"regulated asbestos area"** means an area demarcated and controlled as contemplated in regulation 18;

**"regulated asbestos fibre"** means a particle of asbestos with a length-to-diameter ratio greater than 3 to 1, a length greater than 5 micrometres and a diameter less than 3 micrometres;

**"removal of asbestos"** means all tasks included in the process of removing asbestos from the location specified in the inventory of asbestos in place to the final disposal site;

**"repair of asbestos-containing materials"** means restoring asbestos-containing materials to a safe condition, after damage, using non-destructive methods in a manner that does not cause the release of asbestos fibres;

**"respiratory protective equipment"** means a device which is worn over at least the mouth and nose to control the inhalation of air that is not safe;



**"risk categorisation"** means the grouping and ordering of potential asbestos exposure risks as contemplated in regulation 5(3);

**"short-term exposure limit"** means a short-term exposure limit of 0,6 regulated asbestos fibres per millilitre of air, measured over a continuous 10-minute period;

**"the Act"** means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

**"type 1 asbestos work"** means—

- (a) painting of asbestos cement products in a manner that does not require surface preparation and does not cause the release of asbestos fibres; or
- (b) the removal of less than 10 square metres of asbestos cement products or equivalent gutters and piping or asbestos insulating board, where removal work may not be repeated on the same site within a period of six months; and,

does not require registration as a registered asbestos contractor with the chief inspector;

**"type 2 asbestos work"** means—

- (a) the repair or encapsulation of asbestos cement products in a manner that does not require surface preparation; or
- (b) the removal of asbestos cement products or asbestos insulating board; and,

requires registration as a type 2 registered asbestos contractor with the chief inspector;

**"type 3 asbestos work"** means—

- (a) the removal, repair or encapsulation of any asbestos and asbestos-containing material; and,

requires registration as a type 3 registered asbestos contractor with the chief inspector;

**"UN Transport of Dangerous Goods"** means the UN Recommendations on the Transport of Dangerous Goods – Model Regulations, Volumes 1 and 2, which are guidance documents developed by the United Nations to harmonise dangerous

goods transport regulations, may be updated from time to time, and are commonly known as the UN Orange Book.

### **Scope of application**

2. (1) Subject to subregulation (2), these Regulations apply to every employer and self-employed person who may expose any person to asbestos dust at the workplace.

(2) Regulations 5(2), 8(1), 9(4), 12(3)(d), 16(4), 17 and 23 do not apply to self-employed persons.

### **Identification of asbestos in place**

3. An employer or self-employed person must, as far as is reasonably practicable—

- (a) ensure that all asbestos-containing materials at the workplace are identified by a competent person;
- (b) if it is uncertain whether the suspected material contains asbestos, either deem the material to be asbestos-containing material or arrange for a sample of that material to be analysed for the presence of asbestos by a laboratory competent to carry out such analyses;
- (c) if part of the workplace is inaccessible and considered by a competent person as likely to contain asbestos, assume that asbestos is present in that area;
- (d) if no asbestos is identified as per subregulations (a), (b) and (c), ensure that the asbestos-free status of the workplace is substantiated in writing by a competent person: Provided that subregulation (d) does not apply to an employer who occupies or uses a structure as defined in the Construction Regulations, 2003, published as Government Notice R.1010 in *Gazette* No. 25207 of 18 July 2003, where construction commenced at least three years after promulgation of the Regulations for the Prohibition of the Use, Manufacturing, Import and Export of Asbestos and Asbestos-containing Materials, 2007, published as



Government Notice R.341 in *Gazette* No. 30904 of 28 March 2008, under section 24B of the Environment Conservation Act, 1989 (Act No. 73 of 1989).

### **Inventory of asbestos in place**

4. (1) An employer or self-employed person must obtain the services of a competent person to ensure that all materials identified as, or assumed to be, asbestos-containing material, as contemplated in regulation 3, are entered into an inventory of asbestos in place, which is kept at the workplace or premises.

(2) With regard to any disagreement as to whether any substance is in fact asbestos, the health and safety representative, health and safety committee or a person nominated by the employees may require that a sample of that substance be taken and definitive identification of the substance be determined by an approved inspection authority, provided that the cost of the identification is borne by the employer.

(3) The inventory of asbestos in place must contain, as far as is reasonably practicable, the following information about each of the asbestos-containing materials—

- (a) The date on which the material was identified;
- (b) a description of the material, quantity and extent of deterioration;
- (c) the location as detailed on a floor plan;
- (d) confirmation of labelling and signage as required by regulation 20;
- (e) the risk categorisation derived from the asbestos risk assessment as detailed in regulation 5(3); and
- (f) a description of potential exposure scenarios as required in regulation 6(2)(b).

(4) The employer or self-employed person must ensure that a competent person reviews and, if necessary, revises the inventory of asbestos in place for the workplace at intervals not exceeding 24 months.

(5) The inventory of asbestos in place should be revised more frequently if—

- (a) further asbestos-containing material is identified; and
- (b) the asbestos-containing material has deteriorated significantly or is removed, damaged, sealed, coated or encapsulated.

(6) Where the removal of asbestos or repair of asbestos-containing material is planned, information in the inventory of asbestos in place must be adequately detailed with respect to the work to be carried out.

(7) The employer, self-employed person or asbestos client must ensure that a copy of the inventory of asbestos in place, or relevant part thereof, is—

- (a) given to the mandatory before any asbestos removal or repair work commences;
- (b) given to the registered asbestos contractor and approved inspection authority before asbestos removal or repair work commences;
- (c) readily accessible to employees and health and safety representatives at the workplace;
- (d) in the case of transfer of ownership, provided to the new owner of the premises; and
- (e) given to the approved inspection authority before asbestos removal or repair work commences.

(8) The mandatory who carries out the removal of asbestos or the repair of asbestos-containing material at a workplace must—

- (a) obtain a copy of the inventory of asbestos in place from the employer, self-employed person or asbestos client; and
- (b) if suspected asbestos-containing materials are located on the structure, plant or machinery, inform the employer, self-employed person or asbestos client who must ensure that a competent person determines whether the substance in question is asbestos-containing material.

(9) In the event of work carried out at a workplace and potential exposure to airborne asbestos—

- (a) the employer, self-employed person or asbestos client, as the case may be, must ensure that the person authorising such work is given a copy of the inventory of asbestos in place;



- (b) the person authorising the work as contemplated in subregulation (a), from the inventory of asbestos in place, must determine what future task and incident-related potential exposure scenarios are applicable to the work, including identifying recommended controls; and
- (c) the employer, self-employed person or asbestos client, as the case may be, must ensure that the recommended controls are implemented with regard to the work.

(10) All asbestos-containing material listed in the inventory of asbestos in place, as required by subregulation (3), must be clearly labelled or provided with signage in accordance with regulation 20.

#### **Asbestos risk assessment**

5. (1) If asbestos is identified in terms of regulation 3, then the employer or self-employed person must ensure that an asbestos risk assessment is carried out, as far as is reasonably practicable, immediately by a competent person and thereafter at intervals not exceeding 24 months.

(2) An employer contemplated in subregulation (1) must, before causing an asbestos risk assessment to be made, consult with the relevant health and safety representative or relevant health and safety committee and inform them in writing of the arrangements made for the asbestos risk assessment, give them reasonable time to comment thereon, and ensure that the results of the asbestos risk assessment are made available to them for comment.

(3) The asbestos risk assessment must, as an outcome, have a risk categorisation based on the potential for exposure to asbestos for each item of asbestos-containing material, which must be derived from the following:

- (a) The health impacts of asbestos;
- (b) the number of persons potentially exposed at the workplace;
- (c) the potential for damage or disturbance of asbestos-containing materials at the workplace, also by maintenance activities, potential incidents and normal occupant activities; and
- (d) the condition of asbestos-containing material, including state of deterioration.

(4) The risk categorisation contemplated in subregulation (3) must be used to determine the need for keeping in place, repairing or removing the asbestos-containing material.

(5) The asbestos risk assessment for asbestos repair work, as required in subregulations (1), (2) and (3), must include the following:

- (a) The assessed risk of any asbestos exposure relating to each job step;
- (b) the controls necessary to reduce the risk of exposure to as low as is reasonably practicable;
- (c) an indication whether environmental air monitoring is required; and
- (d) if exposure risk indicates that the OEL may be exceeded, an indication that the employer must obtain the services of an occupational medical practitioner to fulfil the requirements of regulation 17(1)(b).

(6) The asbestos risk assessment for asbestos removal work, as part of the plan of work as contemplated in regulation 15 for asbestos-containing materials identified for removal, must consider the following:

- (a) The aspects detailed in subregulation (5);
- (b) the risk assessment carried out in accordance with regulation 12(2);
- (c) the potential exposure of persons other than employees;
- (d) the potential contamination of the air, ground and water;
- (e) the thorough decontamination of employees and the workplace;
- (f) the transportation of asbestos-containing materials and asbestos waste; and
- (g) emergency scenarios.

(7) An employer or self-employed person must obtain the services of an approved inspection authority that must review and endorse the following at intervals not exceeding six years-

- (a) The inventory of asbestos in place as required by regulation 4; and
- (b) the asbestos risk assessment as required by subregulation (1):



Provided that the review and endorsement are not required if the work was carried out by an approved inspection authority.

### **Asbestos management plan**

6. (1) If asbestos-containing materials are identified, as required in regulation 3, the employer or self-employed person must ensure that a written asbestos management plan for the workplace is prepared by a competent person.

(2) The asbestos management plan must include at least the following:

- (a) A procedure that contains at least measures related to—
  - (i) the implementation of regulations 3, 4, 5, 8 and 20 at the workplace;
  - (ii) the repair, removal and management of asbestos-containing materials; and
  - (iii) the implementation of the Regulations for Prohibition of the Use, Manufacturing, Import and Export of Asbestos and Asbestos-containing Materials, 2007;
- (b) where asbestos-containing materials have been identified in the inventory of asbestos in place, a specific procedure which will, as far as is reasonably practicable, reduce the risk of exposure of employees, as well as incidental asbestos exposure, for the following scenarios-
  - (i) Incidents;
  - (ii) emergencies;
  - (iii) removal work; and
  - (iv) repair work; and
- (c) a policy, procedure and implementation plan for phasing out existing asbestos-containing materials at the workplace, which considers the following:
  - (i) The principle of 'reasonably practicable'; and
  - (ii) reasons for decisions.

(3) The employer or self-employed person must review and, if necessary, revise the asbestos management plan at intervals not exceeding eight years or if any information contemplated in subregulation (2) changes.

**Information, instruction and training**

## 7. (1) An employer must—

- (a) provide, to persons who may have incidental asbestos exposure, information, instruction and training—
  - (i) through induction training upon employment; and
  - (ii) when the inventory of asbestos in place is reviewed;
- (b) ensure that the information, instruction and training contemplated in subregulation (a) include, at least—
  - (i) the sources of potential exposure as identified in the inventory of asbestos in place contemplated in regulation 4;
  - (ii) the potential health risks associated with exposure to asbestos;
  - (iii) procedures, including exposure controls and personal decontamination to be followed when asbestos-containing materials have been damaged, or in the event of accidental spillage or any other similar emergency situation likely to result in the release of asbestos dust;
  - (iv) the safe disposal of asbestos waste;
  - (v) procedures for record keeping; and
  - (vi) the inventory of asbestos in place as contemplated in regulation 4.

(2) Where an employee undertakes non-asbestos-related work, where there is a potential for exposure to asbestos dust, the employer must ensure that the employee is adequately and comprehensively informed, instructed and trained in both practical and theoretical knowledge with regard to—

- (a) the sources of potential exposure identified in the inventory of asbestos in place as contemplated in regulation 4;
- (b) the potential health risks associated with exposure to asbestos;
- (c) task and incident-related potential exposure scenarios, as well as precautionary measures to be taken to prevent exposure; and
- (d) procedures to be followed in the event of accidental disturbance or any other similar emergency situation likely to result in the release of asbestos dust.



(3) In the case of removal of asbestos or repair of asbestos-containing materials, as contemplated in regulation 12, the employer must ensure that all supervisors and employees are adequately and comprehensively informed, instructed and trained in both practical and theoretical knowledge with regard to—

- (a) the OEL and its meaning;
- (b) the importance of good housekeeping at the workplace, fall protection, the correct use of personal protective equipment and personal hygiene;
- (c) the contents of plans of work regarding the handling, removal and temporary storage of any asbestos-containing material;
- (d) the correct use of control measures to limit the spread of asbestos dust outside the regulated asbestos area;
- (e) the control measures to limit the exposure of employees inside the regulated asbestos area;
- (f) procedures to be followed in the event of accidental spillage, disturbance or any other similar emergency situation likely to result in the release of asbestos dust;
- (g) procedures for reporting and correcting failures of control measures likely to result in the release of asbestos dust; and
- (h) the safe disposal of asbestos waste.

(4) Training contemplated in subregulation (3) must—

- (a) be provided by a person deemed competent by the chief inspector;
- (b) have a minimum contact duration of eight hours; and
- (c) as an outcome, provide employees with asbestos training certificates.

(5) Refresher training with a minimum contact duration of two hours must be provided at least annually or at more frequent intervals if—

- (a) work methods change;
- (b) the type of work carried out changes significantly;
- (c) the type of equipment used to control exposure changes; or
- (d) deemed a requirement by the occupational health and safety committee.

(6) An employer must ensure that up-to-date records of employee training are made available at the workplace that has asbestos in place.

(7) An employer must ensure that current employee asbestos training certificates, as contemplated in subregulation (4)(c), are provided to employees upon termination of employment.

#### **Duties of persons who may be exposed**

8. (1) Employees who may be exposed to asbestos in place must—

- (a) obey any lawful instruction pertaining to occupational health and safety given by or on behalf of the employer;
- (b) attend asbestos awareness training in the inventory of asbestos in place for the building; and
- (c) report any asbestos-containing material that has been damaged to the employer or health and safety representative of the workplace, as the case may be, who must report it to the employer.

(2) Persons involved in non-asbestos-related maintenance, who may be exposed to asbestos, must—

- (a) obtain a copy of the relevant part of the inventory of asbestos in place for the applicable workplace where non-asbestos-related maintenance will be carried out;
- (b) prevent damage to or disturbance of asbestos in place; and
- (c) if damage or disturbance occurs, stop work immediately and report such damage or disturbance to the employer or to the health and safety representative of the workplace, who must report it to the employer.

(3) Persons involved in type 1 asbestos work must obey any lawful instruction pertaining to occupational health and safety given by or on behalf of the employer, as applicable, regarding—

- (a) the acquisition of a copy of the relevant part of the inventory of asbestos in place for the workplace;
- (b) the demarcation of the regulated asbestos area, as required in regulation 18, to prevent unauthorised entry, using signage as per Annexure 1;



- (c) as far as is reasonably practicable, the use of non-destructive wet methods during removal procedures;
- (d) the use of appropriate tools and equipment to limit, as far as is reasonably practicable, the release of asbestos dust;
- (e) the appropriate type and use of personal protective equipment and clothing;
- (f) the thorough decontamination of equipment;
- (g) the containment, and labelling in terms of regulation 20, and disposal of asbestos waste in terms of regulation 21; and
- (h) the disposal of used disposable overalls and respiratory protective equipment, where applicable, as asbestos waste.

(4) Any person involved in type 2 or type 3 asbestos work, who may be exposed to asbestos at the workplace, must obey any lawful instruction pertaining to occupational health and safety, given by or on behalf of the employer or a self-employed person, regarding—

- (a) compliance with requirements of the asbestos plan of work that was approved for that site-specific asbestos work in terms of regulation 15;
- (b) as far as is reasonably practicable, the use of non-destructive wet methods during asbestos removal work;
- (c) the prevention of asbestos dust becoming airborne;
- (d) the appropriate type and use of personal protective equipment and clothing;
- (e) wearing of monitoring equipment to measure personal exposure to asbestos;
- (f) reporting for medical surveillance as required by regulation 17;
- (g) the cleaning up and disposal of any asbestos waste;
- (h) decontamination of the structure of a workplace, building or plant, of any visible dust residue where asbestos removal work has been undertaken;
- (i) housekeeping at the workplace, personal hygiene and good environmental and health practices, including eating, drinking and smoking in designated places, as provided;

- (j) information and training received as contemplated in regulation 7; and
- (k) the correct decontamination procedures that must be followed as given in the approved plan of work.

### **Control of exposure to asbestos**

9. (1) An employer or self-employed person must ensure that the exposure of a person to asbestos is either prevented or, where this is not reasonably practicable, adequately controlled: Provided that the control of exposure is regarded as adequate if the measured airborne concentration of regulated fibres is—

- (a) at or below the OEL for asbestos; or
- (b) above the OEL for asbestos, but the reason has been identified and action is taken, as soon as is reasonably practicable, to lower airborne concentrations to a level as low as reasonably practicable below the OEL for asbestos.

(2) Where reasonably practicable, an employer or self-employed person must control exposure to asbestos—

- (a) by limiting the number of persons who will be exposed or may be exposed;
- (b) by limiting the period during which persons will be exposed or may be exposed;
- (c) by limiting the amount of asbestos dust that may contaminate the working environment;
- (d) by introducing engineering control measures for the control of exposure to asbestos, which include the following:
  - (i) Process separation or enclosure;
  - (ii) bonding of asbestos fibres with other materials to prevent the release of asbestos dust;
  - (iii) the use of wet methods, where appropriate; and
  - (iv) the provision of a negative pressure unit with a filtration efficiency of at least 99 per cent for particles one micrometre in size, in the case of type 3 asbestos work, with a fault



indicator to provide early warning of a failure of the negative pressure unit; and

(e) by complying with the requirements of regulation 19.

(3) With regard to the contamination of water with asbestos, an employer or self-employed person must ensure that—

- (a) any water that is contaminated with asbestos as a result of work being performed is passed through a filtration system before being released into any environment or water system;
- (b) a suitable water filtration system is used, which will ensure that the quantity of asbestos being released or entering into any environment or water system is reduced as far as is reasonably practicable; and
- (c) contaminated parts of the filtration system, when discarded, are disposed of as asbestos waste.

(4) By introducing appropriate written work procedures that an employee must follow, an employer or self-employed person must ensure that—

- (a) asbestos-containing materials are safely handled and disposed of in the appropriate manner; and
- (b) installations, equipment, tools and negative pressure units are safely used, decontaminated and maintained.

(5) An employer or self-employed person must report to the Chief Director: Provincial Operations, by telephone, electronic mail or similar means of communication, any spill, disturbance or uncontrolled release of asbestos, which may be considered a health hazard.

#### **Notification of asbestos work**

10. (1) No employer, self-employed person or asbestos client may carry out any type 1 asbestos work unless the Chief Director: Provincial Operations has been notified in writing of the location, venue and contact details of where the asbestos work will be done, at least seven days prior to commencement of such work.

(2) No employer, self-employed person or asbestos client may carry out any type 2 or type 3 asbestos work unless the Chief Director: Provincial Operations

has been notified, in writing, at least seven days prior to commencement of such work.

(3) A shorter time period for notification contemplated in subregulations (1) and (2) may be allowed by the Chief Director: Provincial Operations in the event of an emergency.

(4) Written notification contemplated in subregulation (2) must be provided in the format indicated in Annexure 2.

(5) The relevant Chief Director: Provincial Operations must ensure that acknowledgement of receipt is provided, in writing, to the employer, self-employed person or asbestos client within the seven day notification period.

#### **Duties of asbestos client for asbestos work**

11. (1) An asbestos client, employer or self-employed person carrying out type 1 asbestos work must—

- (a) provide an up-to-date inventory of asbestos in place, as contemplated in regulation 4, when asbestos work is planned;
- (b) ensure that an asbestos risk assessment, as contemplated in regulation 5, is carried out prior to asbestos work;
- (c) ensure that a written safe work procedure is developed and followed; and
- (d) as far as is reasonably practicable, provide adequate information, instruction and training, as contemplated in regulation 7, to any person who may be exposed to asbestos as a result of that asbestos work.

(2) An asbestos client, employer or self-employed person planning type 2 or type 3 asbestos work must—

- (a) provide an up-to-date inventory of asbestos in place, as contemplated in regulation 4, to the registered asbestos contractor and approved inspection authority;
- (b) if asbestos-containing material intended for removal or repair is not identified in the inventory of asbestos in place, review and update the inventory;



- (c) ensure that an asbestos risk assessment is carried out prior to asbestos work;
- (d) appoint, in writing, an approved inspection authority;
- (e) ensure that the appropriately registered asbestos contractor performs type 2 or type 3 asbestos work as per the asbestos plan of work;
- (f) ensure that notification of asbestos work is given as contemplated in regulation 10(2);
- (g) ensure that they have co-signed the asbestos plan of work for the asbestos repair or removal work to be carried out;
- (h) stop any registered asbestos contractor from executing any asbestos work which poses a health or safety risk to persons until such time that the risk has been appropriately mitigated;
- (i) before any asbestos work commences on site, ensure that the registered asbestos contractor is registered and in good standing with the Compensation Fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993); and
- (j) where a fatality or permanent disabling injury occurs during asbestos work, report such fatality or injury to the Chief Director: Provincial Operations as contemplated in section 24 of the Act and in accordance with regulations 8 and 9 of the General Administrative Regulations, 2003.

(3) After completion of type 2 or type 3 asbestos work, the asbestos client must obtain an asbestos clearance certificate from the approved inspection authority.

#### **Duties of registered asbestos contractor for asbestos work**

12. (1) In the case of type 2 and type 3 asbestos work, the registered asbestos contractor must—
- (a) undertake only the type of asbestos work for which they are registered by the chief inspector;
  - (b) appoint an occupational health and safety representative as contemplated in section 17 of the Act; and

- (c) obtain a copy of an up-to-date inventory of asbestos in place from the asbestos client, prior to asbestos work taking place.
- (2) Before commencement of any asbestos work and during such work, the registered asbestos contractor must ensure that—
  - (a) a risk assessment is performed that includes—
    - (i) identification of the hazards to which persons may be exposed;
    - (ii) an assessment of the risks related to the hazards based on a documented method; and
    - (iii) documented control measures to mitigate the risk;
  - (b) the risk assessment contemplated in subregulation (a) is reviewed—
    - (i) at regular documented intervals;
    - (ii) when an incident has occurred; and
    - (iii) when the scope of work changes; and
  - (c) an up-to-date copy of the risk assessment is made available at the relevant asbestos work site.
- (3) The registered asbestos contractor must—
  - (a) ensure that the approved plan of work is submitted to the Chief Director: Provincial Operations at least seven days prior to commencement of asbestos work;
  - (b) appoint in writing an asbestos removal supervisor for each asbestos work site, who must ensure—
    - (i) occupational health and safety compliance on the asbestos removal site;
    - (ii) compliance with safe asbestos removal or repair procedures;
    - (iii) the correct use of personal protective equipment; and
    - (iv) proper decontamination and waste disposal;
  - (c) adhere to the repair or removal methodology and associated control measures provided in the plan of work approved for that specific asbestos work;
  - (d) ensure that the employee medical and training records are available on site for inspection and validation;



- (e) ensure that at least the following information for every employee is recorded and kept for a minimum period of 50 years—
  - (i) Physical address of every asbestos work project; and
  - (ii) names and identification numbers of employees potentially exposed;
- (f) before commencement of asbestos work, ensure that—
  - (i) an approved inspection authority has been appointed in writing by the asbestos client; and
  - (ii) the registered asbestos contractor is registered and in good standing with the Compensation Fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993; and
- (g) where a fatality or permanent disabling injury occurs during asbestos work, ensure that a report about the fatality or injury is provided to the Chief Director: Provincial Operations as contemplated in section 24 of the Act, and in accordance with regulations 8 and 9 of the General Administrative Regulations, 2003, and that the report includes the measures that the contractor intends to implement to ensure safe asbestos work.

#### **Duties of approved inspection authorities for asbestos work**

13. An approved inspection authority involved in type 2 or type 3 asbestos work must—

- (a) ensure that the appropriately registered asbestos contractor performs only type 2 or type 3 asbestos work, as the case may be;
- (b) obtain a copy of an up-to-date inventory of asbestos in place from the asbestos client prior to asbestos work taking place;
- (c) in consultation with the registered asbestos contractor, compile a plan of work in accordance with regulation 15;
- (d) approve and submit the plan of work at least seven days prior to commencement of asbestos work to the Chief Director: Provincial Operations for acknowledgement;

- (e) receive acknowledgement from the Chief Director: Provincial Operations within the seven-day period;
- (f) confirm the employee medical certificate of fitness and asbestos training records for that asbestos work;
- (g) provide guidance and site-specific instructions to the registered asbestos contractor on the approved plan of work;
- (h) inspect adherence to the approved plan of work and requirements of these Regulations;
- (i) stop any registered asbestos contractor from executing any asbestos work which poses a health or safety risk to persons until such time that the risk has been appropriately mitigated;
- (j) perform planned asbestos air monitoring in accordance with regulation 16 and provide, as soon as is reasonably practicable, air monitoring results to the registered asbestos contractor and asbestos client;
- (k) issue a written report, which includes findings and, where necessary, recommendations; and
- (l) ensure that, upon completion of type 2 or type 3 asbestos work, clearance is performed as required in regulation 22.

### **Disputes**

14. (1) The following provisions apply if uncertainty exists with regard to, or if a dispute arises concerning, the classification of type 1, 2 or 3 asbestos work under this regulation-

- (a) The employer responsible for the work area where asbestos work is to be carried out must obtain the services of an approved inspection authority that must make a decision concerning the type of asbestos work; or
- (b) the employer or self-employed person responsible for the work area where asbestos work is to be carried out must refer the dispute to the chief inspector, who must make a decision concerning the type of asbestos work;
- (c) the employer or self-employed person responsible for the work area, who notifies the approved inspection authority or chief



- inspector, must promptly inform other parties that such authority or inspector has been notified;
- (d) the approved inspection authority or chief inspector must investigate the matter and give the parties a decision in writing within 30 days; and
  - (e) the asbestos work under dispute must cease until a decision under subregulation (2) is obtained.

(2) Should a dispute arise over the interpretation relating to matters in subregulation (1)(a), the affected person may appeal against the interpretation to the chief inspector.

### **Plan of work**

15. (1) A written approved plan of work, as contemplated in regulation 12(3), must include at least the following:

- (a) Name, contact details and responsibilities of the registered asbestos contractor, approved inspection authority, asbestos waste transporter, asbestos waste disposal site and asbestos client, where applicable;
- (b) name and contact details of the asbestos removal supervisor for the asbestos work site;
- (c) details of the asbestos to be removed, including the location, type, estimated quantity and condition of the asbestos;
- (d) a list of employees' names and identification numbers with verification of valid asbestos training and medical surveillance records for the asbestos work site;
- (e) expected commencement and completion dates;
- (f) air monitoring method used, and frequency of air monitoring, in accordance with regulation 16;
- (g) details of how the asbestos removal work will take place, including methods of removal, tools and equipment, and the appropriate personal protective equipment to be used;
- (h) details relating to the requirements of decontamination facilities and decontamination procedures;

- (i) details of demarcation, labelling and signage requirements for regulated asbestos areas, asbestos waste and temporary on-site storage areas;
- (j) procedure for decontamination of the work area, tools and equipment;
- (k) emergency procedures in the event of uncontrolled asbestos release;
- (l) method for disposal of asbestos waste;
- (m) detail of asbestos clearance certification; and
- (n) specific relevant prohibitions.

(2) The approved plan of work, as contemplated in regulation 12(3), must contain the signatures of—

- (a) the asbestos client accepting the duties as contemplated in regulation 11(2) and (3);
- (b) the registered asbestos contractor accepting the duties as contemplated in regulation 12; and
- (c) the approved inspection authority for asbestos accepting the duties as contemplated in regulation 13.

### **Air monitoring**

16. (1) In the case of type 2 and type 3 asbestos work, an asbestos client must ensure that air monitoring of the concentration of airborne regulated fibres to which an employee may be exposed, is—

- (a) performed by an approved inspection authority;
- (b) carried out in terms of HSG 248;
- (c) representative of employee exposure; and
- (d) carried out at a frequency determined by the approved inspection authority based on the site-specific asbestos risk assessment.

(2) The results of air monitoring obtained must be compared with the OEL or the OEL short-term exposure limit to ensure that no employee is exposed to asbestos in excess of the prescribed OELs.

(3) Environmental air monitoring must be performed by an approved inspection authority during type 2 and type 3 asbestos work.



(4) Air monitoring referred to in subregulations (1) and (3) must be carried out only after the relevant health and safety representative or relevant health and safety committee has been consulted and given a reasonable opportunity, as mutually agreed, to comment thereon.

### Medical surveillance

17. (1) An employer must establish and maintain a system of medical surveillance of employees if—

- (a) the employer is registered as an asbestos contractor;
- (b) in the opinion of an occupational medicine practitioner, after consideration of the results of the asbestos risk assessment carried out in terms of regulation 5(5)(d), it is reasonably likely that an asbestos-related disease may occur under the particular conditions of an employee's work; or
- (c) an occupational medicine practitioner recommends that the relevant employee should be under medical surveillance.

(2) In order to comply with subregulation (1), an employer must appoint an occupational medicine practitioner to document the system of medical surveillance of employees, including—

- (a) consideration of—
  - (i) the risk of developing occupational asbestos-related diseases; and
  - (ii) medical fitness to work requirements, including fitness to wearing a respirator;
- (b) an initial health evaluation before commencement of asbestos work, which comprises—
  - (i) an evaluation of the employee's medical, occupational, exposure and social history;
  - (ii) an appropriate physical examination;
  - (iii) a chest radiograph; and
  - (iv) any other additional medical examination, such as pulmonary function testing, which, in the opinion of the occupational medicine practitioner, is necessary to enable

such practitioner to perform an appropriate health evaluation;

- (c) periodic health evaluations conducted, considering medical tests contemplated in subregulation (2)(b), at intervals determined by subregulations (2)(a) and 4(b);
- (d) the duties of an occupational health practitioner, conducted under the direction of the appointed occupational medicine practitioner; and
- (e) making the documented system of medical surveillance available to the health and safety representative or health and safety committee, who is entitled to further clarification, if they so request.

(3) The appointed occupational medicine practitioner must notify the employer in writing of the outcomes of the health evaluation by issuing the certificate of medical surveillance, subject to the following:

- (a) The information provided to the employer is limited to the presence of an occupational disease and the fitness of the employee to perform the inherent requirements of the job, and may not include confidential medical information;
- (b) the employee is informed of the outcome of the health evaluation; and
- (c) an employee is assessed to be temporarily medically unfit to perform work if there is a reasonable expectation that the employee's health will improve, and that such employee will be able to return to work.

(4) An employer may not permit an employee who was certified by an occupational medicine practitioner as medically unfit to work in a regulated asbestos area: Provided that the employee may return to perform that work after being certified fit by an occupational medical practitioner, and after—

- (a) being informed of the results of the exposure assessments; and
- (b) being prescribed medical tests in the frequency they should be repeated based on the risks.



- (5) The certificate of medical surveillance, as contemplated in subregulation (3)—
- (a) must be provided by the employer to the employee upon termination of employment; and
  - (b) may be used for subsequent asbestos work for the full duration of its validity period.

(6) The employer must record, investigate and report the occupational disease contemplated in subregulation (3)(a) in compliance with section 25 of the Act and regulation 8 of the General Administrative Regulations, 2003.

(7) An employer must ensure that the employee provides written informed consent for inclusion in the medical surveillance programme, which forms part of the medical surveillance record.

### **Regulated asbestos area**

18. An employer or self-employed person undertaking type 1, type 2 or type 3 asbestos work must—

- (a) clearly demarcate and identify the relevant area as a regulated asbestos area in accordance with regulation 20; and
- (b) ensure that no person enters or remains in a regulated asbestos area unless he or she wears the appropriate type and correctly fitting respiratory protective equipment and protective clothing as contemplated in regulation 19.

### **Personal protective equipment and facilities**

19. (1) An employer or self-employed person must—
- (a) provide respiratory protective equipment and protective clothing suitable for protection against regulated asbestos fibres to all persons who may be exposed to asbestos;
  - (b) ensure that the respiratory protective equipment provides the appropriate level of protection for the type of asbestos work to be undertaken; and

- (c) ensure that a person's exposure is adequately controlled as contemplated in regulation 9.

(2) Where respiratory protective equipment is provided, the employer or self-employed person must ensure that—

- (a) the relevant equipment is capable of keeping the exposure level below the OEL for asbestos;
- (b) the relevant equipment is correctly and properly used, stored and maintained;
- (c) information, instruction, training and supervision that are necessary with regard to the use of the equipment are provided to the persons; and
- (d) the equipment is kept in good condition and efficient working order.

(3) An employer or self-employed person must, as far as is reasonably practicable—

- (a) issue no personal protective equipment to a person unless such equipment is cleaned, decontaminated and, where appropriate, sterilised;
- (b) provide separate containers or storage facilities for personal protective equipment not in use; and
- (c) ensure that all personal protective equipment not in use is stored only in the place provided.

(4) An employer or self-employed person must, as far as is reasonably practicable, ensure that all personal protective equipment contaminated with asbestos dust is thoroughly cleaned and handled in accordance with the following procedures—

- (a) Where personal protective equipment is cleaned on the premises of the asbestos client, care must be taken to prevent contamination during handling, transport and cleaning; and
- (b) water that is used for decontamination or cleaning of equipment must be filtered in accordance with regulation 9(3) before being released into any water system.



(5) Subject to subregulation (3)(a), an employer or self-employed person must ensure that no person removes dirty or contaminated personal protective equipment from the workplace: Provided that where personal protective equipment contaminated with asbestos dust has to be disposed of, it must be treated as asbestos waste as contemplated in regulation 21.

(6) Subject to the Facilities Regulations, 2004, published as Government Notice R.924 in *Gazette* No. 26636 of 3 August 2004, the employer must—

- (a) provide employees involved in type 1 and type 2 asbestos work with adequate washing facilities, which are readily accessible and located in an area where the facilities will not become contaminated, to enable employees to meet a standard of personal hygiene consistent with the adequate control of exposure, and to avoid the spread of asbestos dust;
- (b) provide employees involved in type 3 asbestos work with a decontamination facility, in accordance with HSG 248, Chapter 9, which facility is readily accessible and located in an area where it will not become contaminated, to enable employees to meet a standard of personal hygiene consistent with the adequate control of exposure, and to avoid the spread of asbestos dust.

### **Labelling and signage**

20. (1) All asbestos in place listed in the inventory of asbestos in place, as required by regulation 4, must be clearly and legibly identified using the pictogram specified in Annexure 1.

- (2) All asbestos waste must be clearly labelled—
  - (a) using the label specified in Annexure 1;
  - (b) as far as is reasonably practicable, using clearly visible and a sufficient number of labels that would adequately serve as a warning of potential exposure; and
  - (c) ensuring that a container or vehicle in which asbestos is transported is clearly identified in accordance with the UN Transport of Dangerous Goods or UN Orange Book.

(2) Any asbestos-contaminated soil or land contaminated with asbestos waste must be clearly demarcated and signposted using the asbestos warning signage specified in Annexure 1.

(3) Any regulated asbestos area must be clearly demarcated using the pictograms and signs specified in Annexure 1.

### **Disposal of asbestos**

21. An employer or self-employed person must, as far as is reasonably practicable, ensure that—

- (a) all asbestos waste is placed in containers that will prevent exposure during handling;
- (b) the premises, structure or area are thoroughly checked to ensure that all asbestos waste intended for disposal has been removed;
- (c) all vehicles, reusable containers or any other similar articles, which have been in contact with asbestos waste, are cleaned and decontaminated after use in such a way that such vehicles, containers or similar articles do not cause a hazard inside or outside the workplace concerned;
- (d) a document is obtained from the asbestos disposal site, contemplated in subregulation (e), for all asbestos waste removed from the workplace; all asbestos waste is disposed of only on sites specifically designated for this purpose in terms of the Environment Conservation Act, 1989, and the National Environmental Management: Waste Act, 2008;
- (e) all persons involved in the collection, transport and disposal of asbestos waste, who may be exposed to that waste, are provided with suitable personal protective equipment;
- (f) the drivers of vehicles carrying asbestos waste are provided with written instructions on safety precautions and emergency procedures; and
- (g) where the services of a contractor for the transport and disposal of asbestos waste are used, the contractor complies with the provisions of these Regulations.



### Asbestos clearance certificate

22. Following the completion of type 2 or type 3 asbestos work, an approved inspection authority must—

- (a) conduct a thorough visual inspection of the relevant work area;
- (b) conduct air sampling to ensure compliance with the clearance indicator;
- (c) ensure that all asbestos waste has been removed in accordance with the requirements of regulation 21; and
- (d) issue a written declaration for the purpose of clearance certification.

### Records

23. An employer must—

- (a) keep records of all inventories of asbestos in place, asbestos risk assessments, air monitoring results, medical surveillance reports, disposal certificates and clearance certificates as required by regulations 4, 5, 16, 17, 21(d) and 22(d), respectively: Provided that personal medical records may be made available to only an occupational health practitioner;
- (b) subject to subregulation (c), make the records contemplated in subregulation (a), excluding personal medical records, available for inspection by an inspector;
- (c) allow any person, subject to formal written consent by an employee, to peruse the records with respect to that particular employee;
- (d) make the records of all assessments, surveys and air monitoring results, and the asbestos inventory, available for perusal by the relevant health and safety representative or relevant health and safety committee;
- (e) keep all records contemplated in subregulation (a) for a minimum period of 50 years;

- (f) hand over or forward by registered post all records contemplated in subregulation (a) to the relevant Chief Director: Provincial Operations, if the employer ceases activities relating to asbestos work;
- (g) keep a record of training given to an employee in terms of regulation 7 for as long as the employee remains employed at the workplace where the employee is potentially exposed to asbestos.

### Prohibition

24. No person may—

- (a) sell, donate, reuse, reinstall or recycle any asbestos or asbestos-containing materials;
- (b) clean or prepare surfaces of asbestos cement materials;
- (c) temporarily store any asbestos or asbestos-containing materials for longer than three months after completion of asbestos removal work, before final disposal;
- (d) temporarily store asbestos-containing materials destined for disposal, which are uncovered or unprotected or stored in a manner that may contaminate ground or water systems or may cause the release of asbestos dust;
- (e) use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person;
- (f) use electrical power tools, such as angle grinders, or any other fast-moving equipment to cut, grind or drill asbestos-containing material;
- (g) smoke, eat, drink or keep food or beverages in a regulated asbestos area or require or permit any other person to smoke, eat, drink or keep food or beverages in such area;
- (h) vacuum asbestos dust using vacuum cleaning equipment other than vacuum cleaning equipment with a filtration efficiency of at least 99 per cent for particles one micrometre in size; or
- (i) carry out any demolition work before all asbestos and asbestos-containing building material has been identified in the inventory of asbestos in place, safely removed or otherwise controlled, as far as is

reasonably practicable, so as to eliminate the uncontrolled release of asbestos and asbestos dust.

### **Offences and penalties**

25. Any person who contravenes or fails to comply with any provision of regulation 3 up to and including regulation 24 is guilty of an offence and upon conviction liable to a fine or to imprisonment for a period not exceeding 12 months and, in the case of a continuous offence, to an additional fine of R500,00 for each day on which the offence continues or to additional imprisonment of one day for each day on which the offence continues: Provided that the period of such additional imprisonment must in no case exceed 90 days.

### **Repeal of regulations**

26. (1) The Asbestos Regulations, 2001, published as Government Notice R.155 in *Gazette* No. 23108 of 10 February 2002, are hereby repealed.

### **Short title**

27. (1) These Regulations are called the Asbestos Abatement Regulations, 2020, and come into operation on the date of publication thereof in the *Gazette*.

(2) Regulation 3 and regulation 20 will come into effect 18 months after the promulgation of these Regulations.

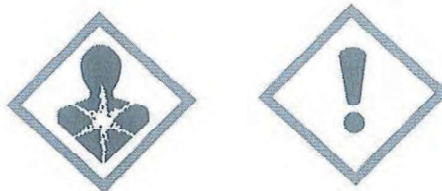


**ANNEXURE 1****Asbestos warning labels and signs****1.1 Asbestos warning sign**

**DANGER: ASBESTOS**  
**May cause Cancer**

**1.2 Asbestos warning labels**

ASBESTOS



**DANGER**

**MAY CAUSE CANCER THROUGH INHALATION**

**CAUSES SKIN IRRITATION**

**Do not handle until all precautions described in the Asbestos Regulations and Safety Data Sheet have been read and understood. Do not breathe asbestos dust. Wear the correct type of respirator that fits properly. When showering, take off the disposable gloves and your overall before removing the respirator. Dispose of asbestos waste in line with the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008).**



## ANNEXURE 2

## NOTIFICATION OF ASBESTOS WORK

Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

(Regulation 10 of the Asbestos Abatement Regulations, 2020)

1 (a) Name and registration number of the registered asbestos contractor\*\*:

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(b) Physical address of the registered asbestos contractor:

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(c) Name and phone number of the contact person of the registered asbestos contractor: 

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2. (a) Name of asbestos client: 

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(b) Name and phone number of the contact person of the asbestos client:

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3. (a) Name of approved asbestos inspection authority (AIA)\*\* and its Department of Employment and Labour AIA registration number: 

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(b) Name and phone number of the contact person of the approved inspection authority: 

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4. Exact location/address of where the asbestos work will be done: 

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GPS coordinates: S 

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 E 

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5. Type and volume of asbestos to be removed/repaired (as applicable): 

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6. Expected commencement date: 

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7. Expected completion date: 

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Registered Asbestos Contractor\*\*

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Date

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Asbestos Client

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Date

The completed document must be sent to the Chief Director: Provincial Operations of the province where asbestos work is to take place, seven days prior to commencement of asbestos work.

\*\* Not applicable in the case of type 1 asbestos work.