



NEC3 Term Service Contract (TSC3)

Between ESKOM HOLDINGS SOC Ltd
(Reg No. 2002/015527/30)

and [Insert at award stage]
(Reg No. _____)

for PROVISION OF OIL SPILLAGE CLEAN UP AT CENTRAL EAST
CLUSTER (FREE STATE OPERATING UNIT) FOR A PERIOD OF
36 MONTHS ON AN AS AND WHEN REQUIRED BASIS

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

PROVISION OF OIL SPILLAGE CLEAN UP AT CENTRAL EAST CLUSTER (FREE STATE OPERATING UNIT) FOR A PERIOD OF 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS

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 or C	The offered total of the Prices exclusive of VAT is	R [●]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(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:

Acceptance

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

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)

Capacity

**for the
Employer**

.....
(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 _____ Capacity _____ On behalf of _____ _____ Name & signature of witness _____ _____ Date _____	_____ _____ _____ _____ _____ _____ _____ _____
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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[●]
	Fax No.	[●]
10.1	The <i>Service Manager</i> is (name):	[●]

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Free State Operating Unit Areas
11.2(13)	The <i>service</i> is	Provision of Oil Spillage Clean-up at Free State Operating Units
11.2(14)	The following matters will be included in the Risk Register	Unrest/Protest and delays in offering service Adverse Weather that can hinder service delivery Possibility of PCB Contamination on sealed transformers
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	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
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	As per execution plan and task order
4	Testing and defects	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	Payment	
50.1	The <i>assessment interval</i> is	After work completion
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 and

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

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	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	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Financial Implications due to Environmental Fines Non-Compliance to Authorisation will delay clean up Non Adherence to disposable certificate will cause financial implications
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
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	1 weeks

11 Data for Option W1

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 www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation	The rates will be fixed and firm for the first 12 months duration of the project, during second and third year of the project 15 % will be non-adjustable while 85% will be eligible for the escalations.		
X1.1	The <i>base date</i> for indices is	1 Month before closing of Tender		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		[•]	[•]	[•]
		Labour rates 50%	Table L – 2 for road freight costs	[•]
		Material 15%	[•]	[•]

		15%	non-adjustable
		[•]	non-adjustable
		1.00	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
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	the amount of the deductibles relevant to the event	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable 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	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right. 	
X18.5	The <i>end of liability date</i> is	1 months after the end of the <i>service period</i>.	
X19	Task Order		
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	24 hrs of receiving the Task Order	
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.	

Z1 Cession delegation and assignment

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

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 4740101508 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:

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

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

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

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

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

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

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

of this contract or in execution thereof.

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

Z12 Insurance

Z 12 .1 Replace 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

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to 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	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.

Contractor) arising from or in connection with the Contractor's Providing the Service	
Liability for death of or bodily injury to employees of the Contractor 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 by the Employer

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z13.2 The Employer is solely responsible for and indemnifies the Contractor or any other person against any and all liabilities which the Contractor or any person may incur arising out of or resulting from nuclear damage, as defined in Act 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.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated

asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are affected 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*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

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	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data including CVs) are in .

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is R

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>	3

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:

Identified and defined terms	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">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere 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.
		(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*

Item nr	Description	Unit	Expected Quantity	Rate	Price
	PROJECT NAME: OIL SPILLAGE				
1.	<u>ENVIRONMENTAL MANAGEMENT REQUIREMENTS</u>				
	COMPLIANCE WITH ENVIRONMENTAL LEGISLATION AS WELL AS ENVIRONMENTAL SPECIFICATIONS INCLUDED IN OR REFERRED TO IN THIS DOCUMENT.	%			
2.	CONTRACTOR SHOULD MAINTAIN ALL HEALTH AND SAFETY MEASURES AS REQUIRED BY THE OHS Act No 85 OF 1993 AND REGULATIONS - AS PER SPECIFIED DETAILS FOR , HEALTH, SAFETY AND ENVIRONMENTAL COMPLIANCE IN THE NEC % of Labour	%			
3.	LABOUR (A Team consists of minimum of 5 people inclusive of Supervisor)				
3.1	Responsible Person / Spill Supervisor	day			
3.2	Spill Assistants	day			
4.	CONSUMABLES				
4.1	Oil Stain Remover (25LI drum)	ea			
4.2	Detergent (25L drum)	ea			
4.3	Soil Bioremediator (10kg Bag)	ea			
4.4	Oil Absorbent Booms (2m x Ø80mm)	ea			
4.5	Spill Kit Soil	ea			
4.6	Water soluble Degreasing detergent (25L Drum)	ea			
4.7	Disposal of Oil Rags (drum)	ea			
4.8	Acid Spill Kit SKA/PVC/Y	ea			

4.9	Oil Skim Rope	ea			
4.10	Oil Absorbent on Water 10kg bag	ea			
5.	Cleaning of Oil Dams	Sum			
6.	Removal of Oily Water for disposal (litres)	Sum			
7.	GENERAL				
7.1	PPE and equipment	Day			
7.2	Reporting	ea			
7.3	Sampling – where required	ea			
7.4	Hazardous disposal	ea			
7.5	Accommodation	ea			
8.	TRANSPORT				
8.1	LDV	km			
8.2	Towing of Spill Trailer	km			
8.3	Hire of High Pressure Cleaner	Day			
8.4	Hire of Spill Vehicle	Day			
8.5	Call out Spill Response Vehicle	km			
8.6	Hire of Pump and Water cart	Day			
8.7	TLB	Day			
	DESCRIPTION				
	PROJECT NAME: OIL SPILLAGE				
8.8	<u>Overheads for Project (this includes paperwork, office overheads, telephen calls, etc) [total project or labour cost ??]</u>	%			
8.9	PPE and site safety including job specific risk assessment (% of labour cost)	%			
9.	Concrete				
9.1	Surface clean and treatment	m ²			
9.2	Beak up and remove	m ³			

10.	Treatment of contaminated soil				
10.1	Minor (up to 300mm deep)	m ²			
10.2	Moderate (301 to 500mm deep)	m ²			
10.3	Minor (more than 500mm deep)	m ²			
10.4	Remove and replace soil	m ²			
11.	Clean-up				
11.1	Clean-up in non-moving water, i.e. dam, wetland 100IL and below	Litre			
11.2	Clean-up in non-moving water, i.e. dam, wetland 101IL and above	Litre			
11.3	Clean-up in non-moving water, i.e. rivers, 100IL and below	Litre			
11.4	Clean-up in non-moving water, i.e. rivers, 101IL and above	Litre			
12.	Travelling				
12.1	4 x 2 LDV – supported with vehicle monitoring device	km			
12.2	4 x 4 LDV – supported with vehicle monitoring device	km			
12.3	4-6 ton truck – supported with vehicle monitoring device	km			
12.4.	8-10 ton truck – supported with vehicle monitoring device	km			
12.5	8- 10 ton truck with crane – supported with vehicle monitoring device	km			
13.	Accommodation				
14.	Analysis				
14.1	Total Petroleum Hydrocarbons (TPH) Analysis	Per sample			
14.2	PCB disposal analysis in soil	Per sample			
15.	Disposal				
15.1	PCB free oil disposal (transportation and packaging included)	Litre			
15.2	PCB free soil disposal (transportation and	m ³			

	packaging included)				
15.3	PCB contaminated soil at approved site with certification (A-thermal)	m ³			
15.4	PCB contaminated oil at approved site with certification (A-thermal)	Litre			
15.5	Battery acid disposal (transportation and packaging included)	Litre			
15.6	PCB free hydrocarbon contaminated waste	kg			
15.7	PCB contaminated hydrocarbon contaminated waste	kg			
15.8	Silica gel	kg			
15.9	Sludge removal in oil pits and washbays	Day			
16.	Washing of yard stone				
16.1	Remove stone manually by spade	m ³			
16.2	Wash in mixer	m ³			
16.3	Replace yard stone	m ³			
17.	Absorbent Materials – supply & delivery				
17.1	Oil Vehicle Spill Kit	ea			
17.2	Oil Wheely Bin Spin Kit	ea			
17.3	Heavy Duty Bags (Disposal bags and ties	ea			
17.4	Spark Proof Broom	ea			
17.5	Spark Proof Shovel	ea			
17.6	Oil Absorbent Pads (Containment socks outdoor)	ea			
17.7	Micro active Degreaser	25L			
17.8	Peat Sorb (Absorbent fiber (bag))	ea			
17.9	Peat Sorb Boom – 4m	ea			
17.10	Peat Sorb Boom – 6m	ea			
17.11	Peat Sorb Boom – 10m	ea			
17.12	Mild Steel (PVC) Drip tray (1.5m x 2m x 100mm)	ea			
17.13	Plug tape strip	ea			
17.14	Gloves				
17.15	Safety goggles				
17.16	Dust masks				

18.	Training (The use of clean-up kits)				
18.1	Basic Spillage training	Per session			
19.2	Mock Spillage Training	Per session			
20.	After hours Labour				
	(NOTE: This rate is the amount over and above the normal hourly rate – substantiated by the submission of a production sheet)				
20.1	Responsible Person / Supervisor Assistant	hour			
20.2	Assistants	hour			

The total of the Prices

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The Contract is for the provision of supervision, labour, transport and consumables to provide a proactive environmentally sound spill cleaning service, supply and deliver of absorbent material and training for Eskom staff on how to use spill kits, for Eskom Distribution in the Free State Operating Unit, on as-and-when required basis, for a period for 36 months.

Rates to remain fixed and firm for a 12-month period, thereafter annual escalation to be aligned to CPI.

The service is required to be carried out by a specialised Service Provider who will accept and do the work according to the Employer's Specifications.

1.2 Employer's requirements for the service

THE SCOPE OF WORK CONSISTS OF THE FOLLOWING:

- Containment of insulating oil products used in transformers and breakers
- Collection of insulating oil products to prevent migration. Methods of collection of both surface and subsurface free products may include but not restricted to interception, trenches, floating surface skimmers, dual pump system and oil/water separators.
- Collection for floating and submerged oil.
- Groundwater recovery
- Control recovery
- Excavation for the removal of contaminated soil and sediments.
- Transport and disposal of collected free phase oil products, soils, sediments and consumable material used in the clean-up of the site.
- Ground water treatment
- Rehabilitation of the contaminated soil (in-situ) if possible as the first option.

Spill response time to be 36 hours after being contacted/notified by Eskom representative, 24 hrs for quotation and 12 hrs to be on site (36 Hours Quotation and Response time included)

Typical activities that are required by Eskom from the contractor:

1. Furnish personnel, services, materials and equipment required to confine, contain, and remediate oil spills.
2. Direct implementation processes to accomplish clean-ups.
3. Prepare daily logs, reports and photo documentation. Documentation shall include conditions prior to the initiation of the work, during the work and after completion.
4. Monitor and control progress.
5. Ensure adherence to Eskom's Health and Safety and Environmental requirements.
6. Conduct oil spill response training.
7. Separate oil from the water and debris.
8. Conduct field screening and sampling.
9. Emergency and non-emergency response time including a 24-hour manned emergency telephone number.
10. Assignment of qualified personnel to site always.
11. Proof of competence of staff and subcontractors.
12. Maintenance site records.
13. No communication with the media, public or interested parties other than Eskom Authorised staff, except under the conditions of Section 31 of the National Environmental Act (Act 107 of 1998)

Spill Response Rates:

Spill response rates to be submitted with the scope of work for this tender shall include but not restricted to mobilisation and De-mobilisation.

The clean-up and disposal of oil discharged into the environment. These discharges can consist of but not limited to ruptured or leaking underground and /or above ground storage tanks, leaks from transformers, spills, illegal oil dumps or other circumstances involving the release of oil. All these conditions and any other similar conditions presenting a hazard to the environment, or health and safety of the public as well as Eskom staff shall be included under this contract. The contractor shall furnish the necessary personnel, material, equipment, service and facilities to perform the work contained in the scope of work.

Scope for the clean-up of oil dams/traps/transformers areas/sites containing transformer oil.

- Site risk assessment to be conducted on work to be performed.
- Preventative measures must be implemented immediately to prevent further contamination to the affected area.
- Detailed explanatory action plan for the clean-up (Method statement).
- Should a water course be involved the Department of Water Affairs and Sanitation must be contacted and approval / authorisation obtained from them as to the scope of work (SOW).
- Should any deviations be observed during the process of work / clean-up communication must take place for further action before work commence / continue.
- No hazardous waste is to be stored on site for longer than 180 days and volume wise not above 32 cubic meters without authorisation from authorities.
- Obtain necessary authorisation for site access.
- Determine the PCB content of the oil in banded area.
- Clean transformer at source of leak.
- Flush banded area and pipes to dam /trap with bioremediants.
- Remove all debris from trap/dam should be within the limits give by DWS as far as oil contamination goes.
- Clean pit with high pressure cleaners and bioremediants.
- No spill be caused by contractor during clean-up process, should it happen it needs to be reported to the environmental department and the area rehabilitated to the satisfaction of Eskom.
-

Removal of contaminated material:

- All waste shall be bagged and tagged and placed into hazardous waste bins.
- Concrete and contaminated soil/sludge to be removed to registered hazardous waste site.
- Transportation to be done by registered supplier
- Proof that it is a reputable company that can provide and maintain a safe and healthy working environment and meet environmental legislation.
- Statement of work / service (method statement) that needs to be provided.
- Method statement for each activity, stating the following:
 - What activity will be taking place
 - How will this activity be carried out
 - What mitigation measures are or will be implemented
 - Products / remedants that will be used
 - Method statement on the reaction of the bio-remediation and reaction of rehabilitation after use of remedants
- Environmental management plan for the complete task
- Quote should cover all cost incurred by the contractor, should the cost of removal and disposal be unknown a rate per Kg / ton should be given. Proof in term of weigh bridge slips should be handed as proof quantities.
- All work and transportation to be done by permitted contractors.
- All contaminated hazardous waste will only be disposed of at a registered site and a Waste Manifest Safe Disposal certificate be obtained and handed over to the Environmental Advisor and will be verified, confirmed and authorised before payment will be done.
- The testing of disposable material / soil / water for PCB content will be done at an accredited laboratory before disposal takes place to test ppm limits.
- *Disposal costs will be linked to actual weight of the PCB waste which will be confirmed on arrival at disposal facility. The quoted disposal costs will be adjusted in accordance with actual weight recorded.

The transport of dangerous goods is undertaken in accordance with the National Road Traffic Act of 1996 and regulations under GN R225 of 17/03/00 (dangerous goods are commodities, substances and goods listed in the standard specification of the SANS SABS 0228 – “The identification and classification of dangerous substances and goods”) [NRTA / GN 225 of 17/03/00]; NEM:WA 2008, S25 e.g. Is the vehicle authorised to collect waste. Waste transport vehicles shall, in the designated space, carry the following documents

- a) a transport emergency card, in the form of a TREMCARD or TREC for each dangerous goods item;
- b) one or more dangerous goods declaration(s) to cover all the goods that comprise the load,
- c) confirmation of classified waste, if applicable;
- d) container packaging certificate, if applicable (see SANS 10231); and
- e) a nominally empty packaging certificate (see SANS 10406), if applicable;
- f) Vehicles that transport waste products classified as dangerous goods shall comply with the requirements of 4.1 to 4.5 (inclusive) of SANS 10232-1.

ALL WORK AND REMEDIATION SHALL FOLLOW AND COMPLY WITH ALL THE LEGISLATION ESPECIALLY THE FOLLOWING ACTS:

- Constitution of the Republic of SA
- National Environmental Management Act, Act 107 of 1998, S2, s28, s30, s35, Reg 385
- National Environmental Management: Waste Act, Act 59 of 2008
- Occupational Health and Safety Act, Act 85 of 1993, Hazardous Chemical Substances 1995 Reg 1179 s1, s2(1), s3, s4, s5, s9A(1) – (3), s10(1), s11(1), s12, s13, s13, s14, s15(a) – (f)
- Occupational Health and Safety Act, Act 85 of 1993, S8, s10
- South African National Standards 10228 – 10230
- National Road Traffic Act, Act 83 of 1996
- National Road Traffic Regulations 2000, Reg 225
- Hazardous Substances Act, Act 15 of 1973, s1-4, R452,R453, R690, r1302, R1382
- National Water Act, Act 36 of 1998 Reg 704 s1, s2(2)(c), s4-s8, s12, s19 &s20
- Water Act Reg R991
- Water Services Act, Act 108 of 1997 R509 s9
- Department of Water Affairs and Sanitation – Minimum Requirements for the Handling, Classification and Disposal of Hazardous Waste, s4, s10, s102, s10 2.1 – 10.2.2, 10.2.3.

Analytical laboratory services – if applicable.

Personal protective Equipment cost – ALL PPE MUST BE BUILT INTO THE LABOUR RATES AND ONLY PPE FOR SPECIALISED WASTE REMOVAL (PCB) WILL BE CHARGED AS A SEPARATE ITEM.

All accommodation must be approved beforehand by the relevant Project Manager.

Contractor must obtain all necessary permits / licenses from the relevant Government Department.

Disposal of any waste, contaminated soil, rags, material etc. must be in accordance with the National Legislation and Municipal bylaws.

Bio-remediants (not limited to the list): (including MSDS”)

Eco-active HF/LF
Enretech
Hydrocarbon Oil Sweep
Microbe Soil treat
Oil Cap
Powerclean
Spill-sorb
Biological cleaners etc. – OT8, Bio gel, SOBO S and lemsov

1.3 Scope of work

- PCB contaminated spills:
- The scope of work includes the excavation of contaminated soil, load contaminated soil onto truck, Transport to registered Disposal Facility (which excepts the type of waste, hazardous material transportation and thermal treatment of/and estimated kg / m³ of PCB contaminated soil and stone originating from a PCB oil spill at ? Substation. The soil and stone shall be replaced with new, uncontaminated soil and stone and the site will be restored as per pre-PCB spill (Supply, backfill and compaction of suitable G5 material).
- An estimated total of kgs / litres of PCB contaminated material be collected and transported to the disposal facility in Olifantsfontein, where the load will be weighed for verification of the actual weight. The PCB soil and stone will be removed from the black bags in which they were transported and treated separately via thermal desorption and oxidation. All solid residues will be analysed for the presence of PCB. Contractor will be responsible for due diligence and project management on behalf of Eskom Distribution Free State Operating Unit. Contractor will closely monitor and manage the entire process ensuring that all activities comply with the following relevant legislation and standards:

Non-PCB Oil Spills:

The scope of work includes the excavation of contaminated soil and in-situ treatment (bioremediation) of contaminated soil and stone originating from the oil spill at relevant CNC – substation /site. No disposal of soil and chip stone will be allowed.

Contractor will be responsible for due diligence and project management on behalf of Eskom Distribution FSOU. Contractor will closely monitor and manage the entire process ensuring that all activities comply with the following relevant legislation and standards:

•

Contractor will provide Eskom FSOU (buyer) / CNC supervisor with a final report and associated safe disposal certification (waste manifest)- where required (Department of Environmental Affairs approved), for record and ISO 14000 purposes, describing the activities undertaken and processes used for the safe disposal of the excavated soil and stone capacitors.

- National Road Traffic Act, 1996 (during hazardous material transportation)
- Environmental Conservation Act, 1989
- National Environmental Management: Waste Act, 2009
- National Environmental Management Act, 1998
- Atmospheric Pollution Act, 1995
- Hazardous Substances Act, 1973
- Occupational Health and Safety Act, 1993
- National Water Act
- SABS 0231 – Transportation of hazardous materials
- SANS 0290 - Mineral Insulating Oils – Management and handling of Polychlorinated Biphenyls (Draft)
- National Policy – Minimum Requirements for the Handling, Classification and Disposal of Hazardous Waste, 1998
-
- Road transportation of hazardous materials, including PCB, requires specific permits and licensing in accordance with road safety ordinances. The following requirements were fulfilled to ensure adherence to the National Road Traffic Act of South Africa (Act 93 of 1996), Hazardous Substances Act and SABS Procedure on the Transportation of Hazardous Materials. Failure to adhere to these requirements could result in the impoundment of the vehicle and its load.
-
- Vehicle and driver licensing
- Tremcard

- Driver’s medical history
- Spill kit and safety gear
- Driver training
- Vehicle Roadworthy
- HAZCHEM Vehicle signs
- Route Map
- Waste Manifest
- Dangerous Goods Declaration
- Emergency Response Contact List
-
- Contractor will provide the section responsible for the issue of work Eskom FSOU Supervisor with a final report (PCB and Non-PCB spills) and associated safe disposal certification (waste manifest) (Department of Environmental Affairs approved), for record and ISO 14000 purposes, describing the activities undertaken and processes used for the safe disposal of the excavated soil and stone capacitors.
-
- *Disposal costs will be linked to actual weight of the PCB waste which will be confirmed on arrival at disposal facility. The quoted disposal costs will be adjusted in accordance with actual weight recorded.

2 Management meetings

Not applicable

Title and purpose	Approximate time & interval	Location	Attendance by:

3 Contractor’s management, supervision and key people

As per Scope of work requirement and technical criteria requirement attached on tender

4 Documentation control

All contractual communication will be in the form of email

5 Invoicing and payment

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 showing the amount due for payment equal to that stated in the *Service Manager’s* payment certificate.

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor’s* VAT registration number;
- The *Employer’s* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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

6 Contract change management

As per compensation management clause

7 Insurance provided by the Employer

The insurance policy provided by the Employer will be dealt with as specified in Clause 86.1 TSC

8 Training workshops and technology transfer

As per scope of work

9 Things provided at the end of the service period for the Employer's use

As per scope of work requirements

10 Equipment

As per scope of work requirements

11 Information and other things

Contractor to provide Production Sheet, Invoice with all activities carried on site, Manhour report for personnel working on site and Signed Task order

12 Management of work done by Task Order

X19 Will apply for this contract. Below Task order will be sent to Contractor before accessing site.

To the Contractor	[•]	Tel:	[•]
Address	[•]	Fax:	[•]
Attention	[name] [•]	Date:	[•]
E mail	[•]	Ref:	[•]

Dear Sirs,

Contract title	[•]	Number:	[•]
Contract action	Clause X19.2 Task Order		

Further to our consultations dated [•] about the content of this Task Order and in terms of clause X19.1(1) and X19.1(2) in secondary Option X19 of the above contract, I hereby instruct the Contractor to carry out the below stated work as a Task within the service.

Task Order No.	[•]	service	[•]
Detailed description of the work in the Task:	[•]		
Starting date for the Task	[•]		
Task Completion Date	[•]		
Delay damages (if any)	[•]		

A priced list of items of work in the Task in which items are taken from the Price List is attached	
Total of Prices for items of work taken from the Price List per the attached priced list is:	R. _____
Total of Prices for items of work not in the Price List (details attached) is:	R. _____
Total of the Prices for this Task Order	R. _____

Yours faithfully,

Signature (**Service Manager**) Name

Distribution:				

13 Health and safety, the environment and quality assurance

14 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements – Safety, Health and Environmental Specification for the construction . On receipt of task order safety file must be updated and available on site

15 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure of this Service Work Information SHE environmental documents attached on tender.

The *Contractor* shall have an environmental management system in place that will ensure that the requirements of the environmental management plan are effectively implemented and managed.

Campsite establishment and dis-establishment are to be managed in accordance with specification PDPMAN – WN – 09 (Construction site Establishment and Dismantling).

The layout should be such that it facilitates a circular traffic route that eliminates the need to reverse when loading and off-loading.

16 Quality assurance requirements

Quality procedure and Work Procedures to be as per annexure attached/accompanying tender documents The *Contractor* shall comply with the quality criteria stated in the “Quality Assurance Requirements for the Procurement of Assets Goods and Services”, attached to this Works Information. The *Contractor* is to provide a quality inspection and test plan for the design, manufacture, delivery and installation as stated in the Scope of Work, for approval.

17 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

18 People

19 Minimum requirements of people employed

As per Works information and technical criteria requirements

The *Contractor* must submit an organogram which clearly indicates the people resources that will be utilised for this project. The organogram must clearly indicate lines of authority as well as lines of communication. Site staff as well as head office staff must be indicated.

Where work is required in the existing HV Yard and in close proximity to existing transmission and distribution lines the *Contractor* will have to adhere to Eskom’s High Voltage regulations. The *Contractor’s* staff must have completed the necessary high voltage regulations modules in order to be issued with a permit to work in these yards.

20 BBBEE and preferencing scheme

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

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

22 Plant and Materials

23 Specifications

Not Applicable

24 Correction of defects

Contractor to attend to defects or discrepancies acknowledged, 2 weeks to attend to defects after production sheet is signed by nominated CNC Personnel

25 Tests and inspections before delivery

Not Applicable

26 Working on the Affected Property

As per works information, *Contractor* to always adhere to Reference: 34-1173 Access to Farm. The *Contractor* will be required to monitor and control access to the Site. There is a single main access control point to the transmission sub-stations and Eskom provides security, who are responsible to provide personnel to man this access point during working hours. All employees and visitors to site must undergo an alcohol test which must be carried out by the *Contractor's* personnel.

An entry register must be kept on a daily basis of all vehicles and personnel that enter the *Contractor's* site.

27 People restrictions, hours of work, conduct and records

The *Contractor* must submit an organogram which clearly indicates the people resources that will be utilised for this project. The organogram must clearly indicate lines of authority as well as lines of communication. Site staff as well as head office staff must be indicated.

The *Contractor* must clearly its proposed working hours in the Tender and specifically in the programme provided with the Tender. After award the *Contractor* will adhere to these agreed working hours and keep detailed and accurate records of compliance herewith. The *Contractor* ensures that the *Supervisor* must sign these records daily and the *Project Manager* and *Supervisor* must have access to these records at any time.

The *Contractor* indicates any shift work or extended working hours required in order to meet with the required completion dates of the Package Order. The *Project Manager* and SHEQ manager's permission to work these hours are obtained prior to working such hours. Permission will only be granted if the longer hours worked have been accepted in writing by the Department of Labour.

28 Health and safety facilities on the Affected Property

As per scope of work and SHE requirement attached on tender

29 Environmental controls, fauna & flora

As per scope of work and Environmental Document attached on tender

The *Contractor* ensures that the *Contractor* and sub-*Contractors* staff receives environmental awareness training before commencement of the *works*. The training will be presented by the *Supervisor* with the assistance of the ECO. An attendance register is to be maintained. Any new staff must receive the environmental awareness training

30 Cooperating with and obtaining acceptance of Others

Access to Substation as per authorisation standard and power delivery standard (240-70413681& 240-70413865), Access to Site 33.1 to be always obtained and issued to contractor before accessing site and Reference: 34-1173 Access to Farm procedure to be always applied. Can be accessed on *Eskom* website

31 Equipment provided by the *Employer*

None

32 Site services and facilities

None

33 Provided by the *Employer*

None

34 Provided by the *Contractor*

Own Accommodation/Site establishment, Storage for equipment, Vehicles. *Employer* does not take responsibility of any product of the *Contractor*

35 Control of noise, dust, water and waste

Contractor to wear correct required PPE, refer to Works information

