



NEC3 Term Service Contract (TSC3)

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

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

for Conducting occupational hygiene surveys for Eric Building and various Research, Testing and Development (RT&D) business unit sites across the country on an as-and-when required basis for the period of five (05) years. Insert title of the service

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

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:

Conducting occupational hygiene surveys for Eric Building and various Research, Testing and Development (RT&D) business unit sites across the country on an as-and-when required basis for the period of five (05) years.

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	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:

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*.

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)

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	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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 ¹ (TSC3) If 2005 Edition is to be used delete "April 2013" and replace with "June 2005 with amendments June 2006". Always delete this note before finalising this Data
10.1	The <i>Employer</i> is (name): Address Tel No. Fax No.	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 Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg [•] [•]
10.1	The <i>Service Manager</i> is (name): Address Tel Fax e-mail	Nonhlanhla Nkosi Eskom Holdings SOC Limited N/A
11.2(2)	The Affected Property is	Conducting Occupational Hygiene Surveys for Eric Building and various Research, Testing and

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

		Development (RT&D) Business Unit sites nationally on an as and when required basis for the period of five (05) years.
11.2(13)	The <i>service</i> is	Conducting occupational hygiene surveys for Eric Building and various Research, Testing and Development (RT&D) business unit sites across the country on an as-and-when required basis for the period of five (05) years.
11.2(14)	The following matters will be included in the Risk Register	Adverse Weather (Rain, Wind, Hailstorm, Heatwave) Scope execution activities planning needs to take into consideration the season of the year.
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 weeks
2	The Contractor's main responsibilities	Conducting Occupational Hygiene Surveys for Eric Building and various Research, Testing and Development (RT&D) Business Unit sites nationally on an as and when required basis for the period of five (05) years.
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	To be confirmed
30.1	The <i>service period</i> is	60 Months
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	Between the 25th 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 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	1. 1. As per the 80.1 clause
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. In case of non-compliance this contract will be terminated as per additional clauses of contract.
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 service 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	Johannesburg		
	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	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	proportion	linked to index for	Index prepared by
	The proportions used to calculate the Price Adjustment Factor are:			
		0.85 adjustable	CPI adjustable	
		0.15	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.	
X17	Low service damages	
X17.1	The <i>service level table</i> is in	[•]
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
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 described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
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 • 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.
X18.5	The <i>end of liability date</i> is	6 weeks after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days 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 <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,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , 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 <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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 I 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 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 .
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	CC.2 The Price List
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>	[•]

C2.1 Pricing assumptions: Option A

1. 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 - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - 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.
		(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.

2. 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.

3. 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).

4. 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.

4.1. 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 tenderer is advised complete the rates and price cell in conjunction with the Scope of Works. The rates and Prices entered for each item includes for all work and other things necessary to supply the item.

All 'rates and price' cells must be completed.
All prices MUST be in ZAR, EXCLUDING VAT and CPA.

Item nr	Description	Expected Quantity	Rate Excl.VAT	Total Price Excl. VAT
1.	Occupational hygiene survey - Ergonomics Rosherville	3		
2.	Radiation leak testing-Rosherville	10		
3.	Occupational hygiene survey - Ergonomics Flow	3		
4.	Occupational hygiene survey - Ergonomics Klerksdorp	3		
5.	Occupational hygiene survey - Ergonomics Bloemfontein	3		
6.	Occupational hygiene survey - Ergonomics Pietermaritzburg	3		
7.	Occupational hygiene survey - Ergonomics Port Elizabeth	3		
8.	Occupational hygiene survey - Ergonomics Brackenfell	3		
9.	Occupational hygiene survey - Ergonomics Rotek	3		
10.	Occupational hygiene survey - Ergonomics Seshego	3		
11.	Occupational hygiene survey - Ergonomics Witbank	3		
12.	Occupational hygiene survey - Ergonomics Research Testing and Development offices	3		
13.	Occupational hygiene survey - Ergonomics Corona Cage offices	3		
14.	Occupational hygiene survey - Ergonomics Brackenfell offices and Laboratories	3		
15.	Occupational hygiene survey - Ergonomics Underground Coal Gasification offices	3		

The total of the Prices

The expenses are:

Travel expenses will be claimed according to Eskom's Travel and subsistence guidelines (see below) substantiated by documentary proof. Disbursements will be approved and signed off by the Employer's Agent and claimed at cost.

Km's:	- From workplace (i.e. Supplier's office / Eskom Office) to a venue of appointment or meeting. Claims must specify from where to where and for what purpose. - When Eskom provides offices for the duration of the contract, then km's from Suppliers office to Eskom's Research Testing and Development office cannot be claimed. (Km's from the Suppliers home to Eskom Research Testing and development office cannot be claimed.) - When the training/ meeting is conducted virtually then km's cannot be claimed
Km rates:	R4.32/km
Car rentals:	- Group B or similar - At least 2 airbags, - Air-conditioning and - ABS brakes for safety purposes.
Accommodation:	- Maximum 3-star, bed and breakfast. - The consultant(s) to facilitate their own bookings and payment arrangements
Cost of Meals:	- Travelling on Eskom business: the cost per day is restricted to R152.00 (including VAT) - Alcoholic beverages cannot be claimed.
Flights:	- Economy class. - The service provider to facilitate their own bookings and payment arrangements. This must then be claimed back once a month together with all other T&S expenses on a VAT invoice.

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 (insert at award stage or delete if not applicable)	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Conducting Occupational Hygiene Surveys for Eric Building and various Research, Testing and Development (RT&D) Business Unit sites nationally on an as and when required basis for the period of five (05) years.

1.2 Employer's requirements for the service

1.2.1 Scope of work/supply

- a) Conducting Occupational Hygiene Surveys for ERIC Building and various Research, Testing and Development (RT&D) Business Unit sites nationally as and when required for the period of five (05) years.
- b) An occupational hygiene survey covering:

A. General requirement
Ergonomics

B. Radiation assessment:

- Personnel
- Leak testing on the instrument containing nickel-63 isotopes (radioactive sealed sources).

See Table

1.2.2 Description of the works

Conducting Occupational Hygiene Surveys for ERIC Building and various Research, Testing and Development (RT&D) Business Unit sites nationally as and when required for the period of five (05) years.

An occupational hygiene survey covering:

C. General requirement
Ergonomics

D. Radiation assessment:

- Personnel
- Leak testing on the instrument containing nickel-63 isotopes (radioactive sealed sources). See Table 1 below for equipment to be tested.

Sites where surveys must be conducted.

Table 1 – Sites where ergonomics and radiation surveys must be conducted

Laboratory Name	Number of employees per lab/Head count	Address	Primary occupants or sharing occupation
-----------------	--	---------	---

Rosherville Lab (Oil Laboratory)	16	ESKOM RESEARCH & INNOVATION CENTRE Block B Lower Germiston Road Rosherville 2022	Primary Occupants- Eskom building
Rosherville Lab (Flow Metrology Laboratory)	5	ESKOM RESEARCH & INNOVATION CENTRE Block B Lower Germiston Road Rosherville 2022	Primary Occupants- Eskom building
Rotek Laboratory	3	ROTEK Next to Site & Switchgear 1 Lower Germiston Road Rosherville 2022	Tenants to Rotek - Rotek building
Pietermaritzburg Oil Laboratory	2	ESKOM HOLDINGS SOC LTD PIETERMARITZBURG 1 Portland Road Mkondeni Pietermaritzburg 3201	Primary occupants-Eskom building
Brackenfell Oil Laboratory	2	ESKOM HOLDINGS SOC LTD - BRACKENFELL Eskom Road Brackenfell Cape Town 7560	Primary occupants-Eskom building
Klerksdorp Oil Laboratory	2	ESKOM HOLDINGS SOC LTD - KLERKSDORP Goue Avenue Townlands Klerksdorp 2570	Primary occupants-Eskom building
Witbank Oil Laboratory	2	ESKOM HOLDINGS SOC LTD - WITBANK Eskom Park Electrical Workshop Eskom Park Witbank	Primary occupants-Eskom building
Port Elizabeth Oil Laboratory	2	ESKOM HOLDINGS SOC LTD - PORT ELIZABETH Eastern Cape Training Centre Workshop 2 Spondo Road Struandale Port Elizabeth	Tenants to Eastern cape Training center
Bloemfontein Oil Laboratory	2	ESKOM HOLDINGS SOC LTD - BLOEMFONTEIN Spoornet Locomotive Depot Loco Street East End Bloemfontein	Tenants to Transnet facility

Seshego Oil Laboratory	2	ESKOM HOLDINGS SOC LTD - SESHEGO 55 Moletjie Street Seshego Polokwane	Eskom building
Research Testing and Development (RT&D) open plan offices	223	Eskom Research & Development centre Lower Germiston Road Rosherville 2022	Eskom building
Medical centre	2		
Corona Cage open place office	2	Eskom Corona cage 4 Peltier drive, Sunninghill, Sandton,2157	Eskom building
Brackenfell open plan offices & Laboratories	11	Eskom holdings Brackenfell Eskom Road Brackenfell Cape Town 7560	Eskom building
Underground coal gasification open plan	5	Eskom UCG Gas field, Volkrust, Majuba, 2470	Eskom building

Electromagnetic radiation and Ergonomics survey programme from year 1 to year 5

Table 2.A - Year 1

Requirements	Frequency	Bloom	Brack	Rosherville		Klerk	PMB	Seshego	Roteek	Wit	PE	RT &D	Corona cage	Brackenfell	UCG
				Oil	Flow Met										
A. General Assessments															
1.Ergonomics	1	√	√	√	√	√	√	√	√	√	√	√	√	√	√
B. Radiation assessment (Bi-annually)															
1.On Personnel															
2. Leak test on equipment															

Table 2.B Laboratories Survey Program – Year 2

Requirements	Frequency	Bloom	Brack	Rosherville		Klerk	PMB	Seshego	Roteek	Wit	PE	RT &D	Corona cage	Brackenfell	UCG
				Oil	Flow Met										

													n a c a g e	e n f e l	
C. General Assessments															
1.Ergonomics	1	√	√	√	√	√	√	√	√	√	√	√	√	√	√
D. Radiation assessment (Bi-annually)															
1.On Personnel															
2. Leak test on equipment															

Table 2.C Laboratories Survey Program – Year 3

Requirements	Fre qu en cy	Bloe m	Brack	Rosherville		Kle rk	PM B	Ses heg o	R ot ek	Wit	PE	RT &D	C o r o n a c a g e	B r a c k e n f e l	UC G
				Oil	Flow Met										
E. General Assessments															
1.Ergonomics	1	√	√	√	√	√	√	√	√	√	√	√	√	√	√
F. Radiation assessment (Bi-annually)															
1.On Personnel															
2. Leak test on equipment															

Table 2.D Laboratories Survey Program – Year 4

Requirements	Fre qu en cy	Bloe m	Brack	Rosherville		Kle rk	PMB	Se sh eg o	R ot ek	Wit	PE	RT &D	C o r o n a c a g e	B r a c k e n f e l	UC G
				Oil	Flow Met										
G. General Assessments															

1.Ergonomics	1	√	√	√	√	√	√	√	√	√	√	√	√	√	√
H. Radiation assessment (Bi-annually)															
1.On Personnel															
2. Leak test on equipment															

Table 2.E Laboratories Survey Program – Year 5

Requirements	Frequency	Bloem	Brack	Rosherville		Klerk	PMB	Sehlego	Roteke	Wit	PE	RT &D	Coronacage	Bracknell	UCG
				Oil	Flow Met										
I. General Assessments															
1.Ergonomics	1	√	√	√	√	√	√	√	√	√	√	√	√	√	√
J. Radiation assessment. (Bi-annually)															
1.On Personnel															
2. Leak test on equipment															

1.3 Interpretation and terminology

None

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation

2 Management strategy and start up.

2.1 The *Contractor's* plan for the *service*

The contractor shall provide all the resources that will be required to perform the requirements of the task order issued.

2.2 Management meetings

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

Title and purpose	Approximate interval	time &	Location	Attendance by:

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

2.3 *Contractor's* management, supervision and key people

The contractor provides all the resources and competent technical people to execute the scope of this contract

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

N/A

2.6 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)

2.7 Contract change management

Standard NEC forms shall be used

2.8 Records of Defined Cost to be kept by the *Contractor*

N/A

2.9 Insurance provided by the *Employer*

Refer to clause 8 Contract Data (Part one – Data provided by the Employer). For all Employer Insurance related queries, contact:

- Eskom Insurance Management Services
- Eskom Holdings SOC Ltd
- Megawatt Park
- 011 800 2714

2.10 Training workshops and technology transfer

N/A

2.11 Design and supply of Equipment

The contractor shall provide all equipment and spares that are required for this service.

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

2.12.1 Equipment

All equipment, consumable and spare bought (and invoiced) as part of the contract will remain the property of the Employer

2.12.2 Information and other things

Report on service provided and any faults identified

2.13 Management of work done by Task Order

Task order will be issued by the Service Manager.

In the event that the services are not required anymore, the Service Manager will inform the Contractor in advance.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

- The Contractor will be guided by the Employer to set up a SHE File which will be audited for correctness before the signing of the contract.
- The Contractor shall comply with the health and safety requirements contained in the Occupational Health and Safety Act No 29 of 1996.
- The provisions of these Plant Safety Regulations shall apply to all persons, including contractors performing work for Eskom as provided in the Construction Regulations, and/or contract and as implemented by the appropriate employee designated in terms of these regulations and/or the OHS Act and Regulations.
- The contractor shall comply to the requirements of Eskom Operating Regulations for High- Voltage Systems - 240-114967625
- The contractor is to specify the warranty period of the full repair (workmanship) as well as the warranty of each component replaced.
- The contractor is to submit certification applicable for this service.
- The Contractor shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

3.2 Environmental constraints and management

- The Contractor shall construct and/ or implement all the necessary environmental protection measures in each area before any production work will be allowed to proceed. The Employer may suspend the Works at any time in terms the Conditions of Contract should the Contractor, in the Employer's opinion, fail to implement, operate or maintain any of the environmental protection measures adequately.
- Environmental management is concerned not only with the results of the Contractor's operations to carry out the Works but also, and most importantly, with the way his operations are carried out. It is thus a requirement that the Contractor shall comply with the environmental requirements. The Contractor shall comply with all relevant laws, environmental legislation and regulations, conditions of environmental approvals, environmental management plans, and Employers Policies and Procedures.
- The Contractor shall comply with the environmental criteria and constraints stated in the Employer's SHE specification.
- The Contractor ensures that all goods, services or Works supplied in terms of the Contract comply with all applicable environmental legislation.
- The Contractor is responsible to keep the work area clean of any rubble. All waste introduced and/or produced on the Employer's premises by the Contractor for this contract, is handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry and Eskom environmental requirements including Eskom Environmental waste management procedure 32-245.
- Where required, the Employer provides special colour coded bins for refuse disposal. The Employer will empty these bins.

The Contractor ensures that all workers under his control strictly adhere to the correct use of refuse bins. The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

3.3 Quality assurance requirements

- The Contractor and all sub-Contractors to comply with the Employer's quality requirements including those listed in the Employers specification document called "Supplier Quality Management Specification" number 240-105658000

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

People providing the works will have been declared competent in writing to carry out the works. They will abide by all the rules and regulations as set out by Employer. They are prohibited from being or going to any other site other than the one where the work is being executed.

4.1.2 BBBEE and preferencing scheme

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.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which Contractor must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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

[Insert the agreed ASGI-SA Compliance Schedule here]

The Contractor shall keep accurate records and provide the 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.

4.2 Subcontracting

4.2.1 Preferred subcontractors

None

4.2.2 Subcontract documentation, and assessment of subcontract tenders

None

4.2.3 Limitations on subcontracting

None

4.2.4 Attendance on subcontractors

None

4.3 Plant and Materials

4.3.1 Specifications

None

4.3.2 Correction of defects

Defects shall be corrected as per the defect notification.

4.3.3 Contractor's procurement of Plant and Materials

None

4.3.4 Tests and inspections before delivery

The contractor shall provide all inspections and test certificates.

4.3.5 Plant & Materials provided "free issue" by the Employer

None

4.3.6 Cataloguing requirements by the Contractor

N/A

5 Working on the Affected Property

5.1 Employer's site entry and security control, permits, and site regulations

The contractor shall comply to all Eskom site entry security procedures.

5.2 People restrictions, hours of work, conduct and records

Monday to Friday 07H00 to 16H00

5.3 Health and safety facilities on the Affected Property

The clinic is available at Medical Centre

5.4 Environmental controls, fauna & flora

N/A

5.5 Cooperating with and obtaining acceptance of Others

N/A

5.6 Records of *Contractor's* Equipment

The contractor shall declare all equipment brought to site at Security.

5.7 Equipment provided by the *Employer*

None

5.8 Site services and facilities

5.8.1 Provided by the Employer

The employer shall provide access to electrical power points and water connection points.

5.8.2 Provided by the Contractor

The contractor shall provide all equipment required to execute the services specified in the task order

