



NEC3 Term Service Contract (TSC3)

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

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

for **The provision of Hydrocarbon Spill Management, Oil
Dam Cleaning, and Waste Management Services for
the National Transmission Company South Africa
(NTCSA) For the Period of 3 years**

Contents:	No of pages
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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	N/A

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:

Chapter 2 Provision of Hydrocarbon Spill Management, Oil Dam Cleaning, and Waste Management Services for the National Transmission Company South Africa (NTCSA) for the period of 3 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 or C	The offered total of the Prices exclusive of VAT is	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	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 TSC3 Contract Data

Chapter 3 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:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		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.	[•]

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

10.1	The <i>Service Manager</i> is (name):	Tovhowani Tshikomba
	Address	Eskom Park , Cnr Watermeyer and Jelicoe Street, Witbank, 1035
	Fax	N/A
	e-mail	tshikote@ntcsa.co.za
11.2(2)	The Affected Property is	North Eastern Grid NTCSA
11.2(13)	The <i>service</i> is	The provision of Hydrocarbon Spill Management, Oil Dam Cleaning, and Waste Management Services for the National Transmission Company South Africa (NTCSA) – Northeast Grid as-an-when required basis during both emergency and normal operational conditions
11.2(14)	The following matters will be included in the Risk Register	[•]
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 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	3 Years
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. Supplier turnaround time to emergency spills
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 service at intervals no longer than	1 week
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			
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in <i>italics</i> are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Employers Services Information Section 2.14		

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
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. 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 - 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	12 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	4 days of receiving the Task Order
Z	The additional conditions of contract 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 Sub contractors 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 <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	Loss of or damage to property The replacement cost Bodily injury to or death of a person 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	The amount required by the applicable law

in connection with this contract

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 li 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

Chapter 4 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>	1

C2.1 Pricing assumptions: Option A

Chapter 5 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.

Chapter 6 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.

Chapter 7 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).

Chapter 8 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*

Refer to BOQ attached

PART 3: SCOPE OF WORK

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

1. Description of the service

1.1. Executive overview

The provision of Hydrocarbon Spill Management, Oil Dam Cleaning, and Waste Management Services for the National Transmission Company South Africa (NTCSA) – Northeast Grid, on an as-and-when required basis during both emergency and normal operational conditions.

Oil Spills: Clean-up of oil spills originating from transformers, reactors, switchgear, CT and VT, oil drums/storage units,

Chemical Spills: Management and clean-up of chemical spills

Sewage Waste Spills: Response to sewage spills resulting from overflowing septic tanks, pipeline leaks, or bursts.

Battery Acid Leaks: Clean-up of spillages or leaks from batteries located in battery rooms.

Oil Dam Cleaning: pumping out accumulated rainwater or contaminated water from the oil dam, separating oil from water using appropriate separation methods, removing sludge and settled residues from the bottom of the dam, and thoroughly cleaning the dam walls to restore safe and compliant operating conditions.

Hazardous Waste Management: Collection, classification, packaging, labelling, transportation, treatment, and safe disposal of hazardous waste and expired chemicals. Safe recovery, handling, storage, transportation, and disposal of ozone-depleting substances (including but not limited to CFCs, HCFCs, halons, SF₆ and other refrigerants) This includes ensuring that all waste is transported by licensed operators, disposed of at legally permitted hazardous waste facilities, and accompanied by the required documentation such as waste manifests, safe disposal certificates, weighbridge tickets, and dangerous goods declarations. This also includes the thermal destruction of SF₆ at an authorised facility capable of high-temperature destruction in compliance with applicable environmental legislation and international best practice.

Substations:

Witbank CLN: Kendal, Vulcan, Kriel, Matla, Kusile, Kruispunt and switchgear

Middleburg CLN: Rockdale, Arnot, Hendrina, Duvha and Komati

Lowveld CLN: Komatipoort, Khanyazwe, Marathon, Prairie, Gumeni, Barberton and Simplon

South CLN: Alpha, Tutuka, Camden, Normadie, Sol, Zeus, Majuba, Grootvlei, Vunomoya

1.2. Employer's requirements for the service

HYDROCARBON CLEAN-UP SERVICE

- The Contractor must clean all hydrocarbon substance spillages, sewage, chemical and battery spillages and ensure that waste, contaminated soil, and affected materials are disposed of in accordance with all applicable legal requirements for transporting and disposing of hazardous waste.
- If initial spill containment is required, the Contractor shall supply and apply sufficient absorbent materials to prevent the spread of the spill.
- Contaminated soil must be excavated, placed into suitable containers, and transported to an appropriately registered hazardous waste disposal facility.
- Spillages occurring on paved, concrete, or other hard surfaces must be cleaned using appropriate chemicals supplied by the Contractor.
- Where hazardous substances enter a stormwater drain or any watercourse, the Contractor and the Employer must jointly agree on containment and clean-up methods before work begins.
- Where necessary, the Contractor must take samples and conduct tests to identify the spilled substance. Testing may only proceed after the Employer provides written approval.
- All services must be priced according to the guidance notes and rates contained in the approved Price List.
- The Contractor must provide the Employer with a complete list of all chemicals used during the clean-up, along with the Safety Data Sheets (SDS) for each chemical involved

HAZARDOUS WASTE MANAGEMENT SERVICES

Collection, classification, packaging, labelling, transportation, treatment, and safe disposal of hazardous waste and expired chemicals. Safe recovery, handling, storage, transportation, and disposal of ozone-depleting substances (including but not limited to CFCs, HCFCs, halons, SF₆ and other refrigerants) This includes ensuring that all waste is transported by licensed operators, disposed of at legally permitted hazardous waste facilities, and accompanied by the required documentation such as waste manifests, safe disposal certificates, weighbridge tickets, and dangerous goods declarations. This also includes the thermal destruction of SF₆ at an authorised facility capable of high-temperature destruction in compliance with applicable environmental legislation and international best practice.

Emergency Response

- When an emergency occurs, the Employer will phone the Contractor immediately to request assistance. This phone call serves as the first alert. The Employer will then send a written instruction (email/SMS/official task order) as soon as possible, and no work may begin until this written instruction is received.
- The Employer will share all available information at the time of reporting, including:
 - The type of substance spilled
 - The estimated quantity
 - The exact location of the incident

All hazardous substance spills must be treated as environmental emergencies. After receiving the telephonic notification, the Contractor must mobilise and dispatch the required team and equipment without delay and must arrive on site within 24 hours. Any delay beyond the 24-hour period must be formally approved by the employer.

For ozone depleting chemicals (ODCs):

- The Contractor shall ensure that any ODCs (e.g., refrigerants, halon-based materials, or other regulated ozone depleting substances) are handled, recovered, transported, and disposed of only by licensed and authorised facilities.
- ODCs shall be recovered or destroyed in compliance with:
 - The National Environmental Management: Air Quality Act: Regulations regarding the phasing out and management of ozone depleting substances and any applicable international environmental obligations

The Contractor shall submit the following to the Employer:

- ODC recovery certificate or destruction certificate
- Supporting documentation from the authorised disposal facility
- Updated waste manifest reflecting ODC quantities and treatment methods

For SF₆ (sulphur hexafluoride) gas:

The Contractor shall ensure that any SF₆ gas (including contaminated, decomposed, or recovered SF₆ from switchgear and related equipment) is handled, recovered, transported, and disposed of only by licensed and authorised facilities in accordance with applicable legal and other requirements

The Contractor shall submit the following to the Employer:

- SF₆ recovery, recycling, or destruction certificate,
- Supporting documentation from the authorised disposal or recycling facility,
- Updated waste manifest indicating SF₆ quantities, cylinder serial numbers, and treatment/disposal methods.

OIL DAM CLEANING SERVICES

Pumping out accumulated water, separate oil from water, removal of sludge and cleaning the dam walls, transportation and safe disposal of sludge

- Pumping out accumulated rainwater or contaminated water from the oil dam
- Testing water before discharging it to the environment

- Separating oil from water using appropriate separation methods
- Removing sludge and settled residues from the bottom of the dam,
- Thoroughly cleaning the dam walls to restore safe and compliant operating conditions.
- Packaging, Transportation and safe disposal

TRANSPORTATION

- The Contractor shall be accredited in terms of the Provincial Integrated Waste Management By-law for the transport of hazardous waste and provides the Employer with proof of such accreditation.
- The Contractor ensures that all vehicles used to transport dangerous goods are registered for this purpose and provides the Employer with proof of such registration.

DISPOSAL

The Contractor shall take a sample of the waste and perform a PCB analysis if there is doubt about the PCB content level.

The Contractor shall dispose of the waste at an appropriately registered hazardous waste facility.

The Contractor shall provide the Employer with:

- A copy of the disposal facility's waste management licence,
- Waste manifest,
- Safe disposal certificate,
- Dangerous goods declaration
- Weighbridge ticket

GENERAL REQUIREMENTS:

- The Contractor shall ensure the safe recovery, handling, storage, transportation, and disposal of ozone-depleting substances (including but not limited to CFCs, HCFCs, halons, SF6 and other refrigerants) The Contractor shall collect, transport, and dispose of and/or recycle all waste items listed in the Price List within the applicable timeframes, upon receipt of notification from the Employer's Agent.
- The Contractor shall perform the Services at a date and time mutually agreed in writing between the Parties.
- All costs associated with loading, off-loading, handling, and transportation shall be borne exclusively by the Contractor. The Employer shall not provide any labour, equipment, or facilities for the execution of such activities.
- Prior to the collection of any waste, a waste manifest document shall be completed and duly signed by both the Employer and the Contractor. No waste shall be removed from the Employer's site unless the Employer has received documented proof that the Contractor's representative is duly authorised to undertake such removal.
- The Contractor shall utilise only licensed waste disposal facilities appropriate to the specific waste types being handled.
- The Employer reserves the right, at its sole discretion, to amend the quantities of waste to be collected, transported, or disposed of. The Contract does not guarantee any minimum waste quantities.
- The Employer may issue a stop-work order or a non-compliance order should NTCSA become aware of any unsafe working practice, hazardous condition, or any instance of non-compliance with applicable legislation, standards, procedures, or other binding compliance obligations

1.3. Interpretation and terminology

Environment: Surrounding within which an organization operates, including air, water, land, natural resources, flora, fauna, humans and their interactions.

Environmental aspect: Element of an organisation's activities or products or services that interacts or can interact with the environment.

Environmental impact: Change to the environment, whether adverse or beneficial, wholly or partially resulting from the environmental aspects of an organisation.

Contractor: Any employer formally contracted (directly or indirectly) by NTCSA and who performs work, supplies a service, product, equipment or material for the purposes of advancing NTCSA business or other

interests. This includes personal contractors (i.e. consultants) and third-party contractors i.e. vendors, suppliers, agents, joint ventures, principal contractors and subcontractors.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
NTCSA	NATIONAL TRANSMISSION COMPANY SOUTH AFRICA
EPP	EMERGENCY PREPAREDNESS PLAN
CLN	CUSTOMER LOAD NETWORK
SHE	SAFETY HEALTH AND ENVIRONMENTAL
ODC	OZONE DEPLETION CHEMICALS
THP	TOTAL PETROLEUM HYDROCARBONS
SF6	SULPHUR HEXAFLUORIDE
TBC	TO BE COMMUNICATED
PCB	POLYCHLORINED BIPHENELYS
CLN	CUSTOMER LOAD NETWORK (TRANSMISSION)
CFC	CHLOROFLUOROCARBONS
HCFC	HYDROCHLOOFLUOROCARBONS

2. Management strategy and start up.

2.1 The Contractor's plan for the service

The Service Manager will issue the Supplier with a task order of the services requested. The contractor may be requested to conduct site assessments to confirm waste types and quantities before actual collection, disposal and or treatment of waste management activities commences on sites

A site clarification meeting may be scheduled on the issuing of a task order should clarification be required for more complex tasks or activities required.

The contractor shall provide a route travel plan and emergency risk assessment before actual collection, disposal and treatment of waste management activities commences on completion of activities issued in task order, the employer and contractor shall schedule a meeting to discuss the successful completion of the task order, or any corrective action for challenges or outstanding matters.

In the case where hydrocarbon / chemical spillages occur on site, the contractor will be required to first conduct a site assessment before the finalisation of the scope of work, where after the contractor will issue a quote, on which a task order will be issued for the activities conducted and required

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 time & interval	Location	Attendance by:
Kick-off meeting (Optional)	7 Days before start of task order activity/activities	TBC	Employer, Contractor and other
Close-off meeting	7 Day after last task order	TBC	Employer, Contractor

(Compulsory)	activity completed		and other
Site assessments meetings	As an when required	TBC	Employer, Contractor and other
SHEQ meeting	Every monthly	MS Teams	Employer, Contractor and other

2.3 Contractor's management, supervision and key people

The contractor's Site Manager shall provide direct supervision to all staff performing, oil dam clean up, chemical spill clean-up, waste treatment, collection, handling, removal and transportation.

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

Documentation in writing accepted via e-mail, fax or postage. Listing of certifying or verifying documents generated to provide evidence of compliance with specified requirements; documents are to be provided using the proper Eskom document numbering requirements NTCSA reserves the right to review, inspect, and audit any or all parts of the supplier's QMS, as well as any documentation, materials, or equipment associated with the work, at any time or service work CLN;

Waste Manifest, Safe disposal certificates, weighbridge receipts, treatments certificates, recycling certificates to be e-mailed to North East Grid Environmental Management on tshikote@eskom.co.za.

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
 Eskom Holding SOC(Ltd), Transmission North East Grid
 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)

General Information	x
No Pro-forma Invoice	
Check Vendor number against the Address and name Tax invoice	
Insert the Vendor number on Tax invoice (Top right-hand corner)	
Bank details must be on the invoice or on a attach sheet, but it does not require a bank stamp just a letter	
Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor number account (bank code 0002)	
Check Vendor VAT number against the vendor master (FK03). If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	

No fax copies of Tax invoices allowed	
No copies of Tax invoices allowed unless original printed by the Vendor. If a photocopy tax invoice, it must be an original "certified copy" (i.e not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign	
Ensure that date received stamp is clear on invoice	
Stamp all invoices with the VAT stamp, complete and sign (only when VAT is applicable)	
The stamp should not be stamped over any written information	
When scanning invoice, check the quality before linking in SAP (inboxes)	
With Reference Invoices	
Goods receipt must be done (payment with reference)	
Ensure that the SAP purchase order number is clear and correct on the invoice	
GR number to be written on the invoices	
If multiple line on the invoice write the line number of the order against the lines to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)	

Rates

Only Eskom approved rates are applicable in this contract. In an event where by reimbursable item/s are not found on the standard Bill of Quantities, Contractor may submit three quotations of that particular item/s for rate evaluation exercise before work can be done.

2.7 Contract change management

All changes to the Contract, such as Contractor management changes or Compensation events shall be communicated through standard NEC TSC 3 forms.

2.8 Records of Defined Cost to be kept by the Contractor

Contract rates will be used for assessment of compensation events. The contractor must keep all documentation related to the compensation events, quotes and instructions from the Service Manager for the period of 5 years after contract completion for audit findings.

2.9 Insurance provided by the Employer.

Insurance policy provided by the Employer as stated in the contract data.

2.10 Training workshops and technology transfer

N/A

2.11 Design and supply of Equipment

N/A

2.12 Things provided at the end of the service period for the Employer's use**2.12.1 Equipment**

'None'.

2.12.2 Information and other things**EMERGENCY RESPONSE**

When an emergency occurs, the Employer will phone the Contractor immediately to request assistance. This phone call serves as the first alert. The Employer will then send a written instruction (email/SMS/official task order) as soon as possible, and no work may begin until this written instruction is received.

- The Employer will share all available information at the time of reporting, including:
- The type of substance spilled
- The estimated quantity

- The exact location of the incident

All hazardous substance spills must be treated as environmental emergencies. After receiving the telephonic notification, the Contractor must mobilise and dispatch the required team and equipment without delay and must arrive on site within 24 hours. Any delay beyond the 24-hour period must be formally approved by the employer.

REHABILITATION

- If the Employer or a relevant government authority determines that environmental rehabilitation is necessary, the Contractor shall provide all required materials and carry out the rehabilitation work as instructed. This includes any actions needed to restore soil, water, or surrounding areas affected by the incident.
- The cost of rehabilitation will be agreed upon with the Employer before work begins. Payment may be based on the approved pricelist (including special event rates where applicable) or processed as a Compensation Event according to the contract conditions.
- Upon the Employer's request, the Contractor shall collect soil and/or water samples after clean-up and perform a Total Petroleum Hydrocarbons (TPH) analysis, or any other required tests, to confirm that environmental conditions have been restored to acceptable levels. Test results must be submitted to the Employer as part of the close-out documentation.

2.13 Management of work done by Task Order

Notification to be given to the relevant CLN prior to any work being done.

2.14 Low Services Damage Table

Low Service damage	Value
Complete containment & clean-up of hydrocarbon spills management within 8 hours notified	R5000 per day capped at 3% of contract value
Hazardous waste removal (waste management), waste stored days>90 days	R5000 per day capped at 3% of contract value
Failure to use the correct PPE when performing waste and hydrocarbon spill management services	R5000
Re-cleaning or rework cost (additional labour, equipment hire, additional absorbent)	R5000
Safe disposal certificate (failure to provide safe disposal certificate within the required time	R5000 per day capped at 3% of contract value

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in document identifier **240-138850942** to this Service Information.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in document identifier **240-151560800** to this Service Information.

3.3 Quality assurance requirements.

The *Contractor* shall comply with the quality criteria and constraints stated in supplier quality management plan document unique identifier **240-105658000**

4. 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.

4.1 People

4.1.1 Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

4.1.2 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.

4.1.3 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.

4.2 Subcontracting

4.2.1 Preferred subcontractors

N/A

4.2.2 Subcontract documentation, and assessment of subcontract tenders.

N/A

4.2.3 Limitations on subcontracting

N/A

4.2.4 4.3.4 Attendance on subcontractors

N/A

4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

Where service provided is not satisfactory to employer's needs then the contractor shall be instructed to redo as per Task Order and timelines provided by the Employer.

4.3.3 Contractor's procurement of Plant and Materials

- The Contractor shall be accredited in terms of the Provincial Integrated Waste Management By-law for the transport of hazardous waste and provides the Employer with proof of such accreditation.
- The Contractor ensures that all vehicles used to transport dangerous goods are registered for this purpose and provides the Employer with proof of such registration.

4.3.4 Tests and inspections before delivery

Where necessary, the Contractor must take samples and conduct tests to identify the spilled substance. Testing may only proceed after the Employer provides written approval.

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

N/A

4.3.6 4.5.6 Cataloguing requirements by the Contractor

N/A

5. Working on the Affected Property

Access protocol should be followed as per the property owners' requirements and Eskom's Access to farms 34-190: (TGL 41-340) including strategy on dealing with game farms. All Contractors should adhere to respective sites' specific requirements, i.e Private property, Farms, Game reserves, Plantations, Mines, e.t.c.

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

Accessing private land

The Eskom contractor shall as a minimum:

- Remain on all existing roads and tracks and within the servitude area and not deviate there from.
- Keep Eskom gates locked and leave property owners' gates as found; also complete the Eskom Gate's register
- Not interfere with the property owners' activities.
- Request permission for the use of water.
- Not make fires.
- Not litter.
- Not drop fences.
- Not collect firewood without consent; and
- Not disturb or remove stones/rock from the site (e.g. archaeological and heritage sites).
- Contractor to complete the Landowner Consent forms to obtain permission to work within the property, and submit them to Eskom
- On completion of the work, landowners shall sign-off that work was completed to their satisfaction.

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

Supplier shall abide to Labour Law 8 hours expected a day.

5.3 Health and safety facilities on the Affected Property

The *Contractor* shall comply with the health and safety requirements contained in document identifier **240-138850942** to this Service Information.

5.4 Environmental controls, fauna & flora

N/A

5.5 Cooperating with and obtaining acceptance of Others

All Contractors should adhere to respective sites' specific requirements, i.e Private property, Farms, Game reserves, Plantations, Mines, etc.

5.6 Records of *Contractor's* Equipment

Record on daily diary or logbook, and to be made available upon Employers request. Contractors' checklist for the tools used during the service should form part of the pre-job brief documents i.e. risk assessments, workers register, tool list checklist etc

5.7 Equipment provided by the *Employer*.

N/A

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The following will be provided by employer;

- Ablution facilities
- Portable water

5.8.2 Provided by the *Contractor*

N/A

5.9 Control of noise, dust, water and waste

The *Contractor* shall comply with the health and safety requirements contained in document identifier **240-138850942** to this Service Information.

5.10 Hook ups to existing works

The Contractor shall comply with the health and safety requirements contained in document identifier **240-138850942** to this Service Information.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Where necessary, the Contractor must take samples and conduct tests to identify the spilled substance. Testing may only proceed after the Employer provides written approval.

5.11.2 Materials facilities and samples for tests and inspections

N/A

6. List of drawings**6.1 Drawings issued by the *Employer***

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
N/A		