



NEC3 Term Service Contract (TSC3)

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

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

for Removal, disposal and replacement of asbestos at
various Eskom properties within Gauteng on an as
and when required for the period of three years.

Contents:	No of pages
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Part C2 Pricing Data	[15]
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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[12]
C1.2b Contract Data provided by the <i>Contractor</i>	[2]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[6]

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:

Removal, disposal and replacement of asbestos at various Eskom properties within Gauteng on an as and when required for the period of three 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	Rate Based Contract
	Sub total	Rate Based Contract
	Value Added Tax @ 15% is	Rate Based Contract
	The offered total of the amount due inclusive of VAT is ¹	Rate Based Contract
	(in words) Rate Based Contract	

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*

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
		X4: Parent company guarantee
		X13: Performance Bond
		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
10.1	The <i>Service Manager</i> is (name):	[Insert at contract award]
	Address	[Insert at contract award]
	Tel	[Insert at contract award]
	Fax	[Insert at contract award]
	e-mail	[Insert at contract award]

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

11.2(2)	The Affected Property is	Eskom sites within Gauteng
11.2(13)	The <i>service</i> is	Removal, disposal and replacement of asbestos at various Eskom properties within Gauteng on an as and when required for the period of three years.
11.2(14)	The following matters will be included in the Risk Register	Time, Cost, Quality and SHE
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 Contractor submits a first plan for acceptance within	[2] week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
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	Once work is complete as stated on the Task Order.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	<p>For contracts valued below R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying Suppliers within 30 days of submission of a tax compliant invoice with a GR number to Eskom Financial Shared Services.</p> <p>For contracts valued above R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying suppliers within 60 days of submission of a tax compliant invoice with a GR number to Eskom Financial Shared Services.</p>
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose

		appointment it shall not be necessary to prove) for amounts due in Rands.
6	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. None
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	Prices produced per task order
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).
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	Midrand, 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	<div>The <i>base date</i> for indices is</div> <div>The proportions used to calculate the Price Adjustment Factor are:</div> <div>TABLE A</div>	<div>One month prior to tender closing date.</div> <table><tr><td>proportion</td><td>linked to index for</td><td>Index prepared by</td></tr><tr><td>0.85</td><td>Labour</td><td>SEIFSA Table C3-Hourly Paid Employees</td></tr><tr><td>0.15</td><td>Non-adjustable</td><td></td></tr><tr><td>1.00</td><td></td><td></td></tr></table>	proportion	linked to index for	Index prepared by	0.85	Labour	SEIFSA Table C3-Hourly Paid Employees	0.15	Non-adjustable		1.00				
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	TABLE B	<table><tr><td>0.85</td><td>Material</td><td>SEIFSA Table G1-Building & Construction: Material Purchases by type of service</td></tr><tr><td>0.15</td><td>Non-adjustable</td><td></td></tr><tr><td>1.00</td><td></td><td></td></tr></table>	0.85	Material	SEIFSA Table G1-Building & Construction: Material Purchases by type of service	0.15	Non-adjustable		1.00							
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	TABLE C	<table><tr><td>0.85</td><td>Transport</td><td>SEIFSA Table L2(B)-Road Freight Costs</td></tr><tr><td>0.15</td><td>non-adjustable</td><td></td></tr><tr><td>1.00</td><td></td><td></td></tr></table>	0.85	Transport	SEIFSA Table L2(B)-Road Freight Costs	0.15	non-adjustable		1.00							
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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.														
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.														
X13	Performance bond															
X13.1	The amount of the performance bond is	10% of the contract value (if applicable)														
X17	Low service damages															
X17.1	The <i>service level table</i> is in	Annexure A														
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 <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[52] 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	[2] 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 limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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 Responsibilities:	

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

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 _____

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Service Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

**Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg**

Date: _____

Dear Sirs,

Parent Company Guarantee for Contract No _____

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd

(the *Employer*) and

{Insert registered name and address of the Contractor}

(the *Contractor*), for

{Insert details of the works from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address _____

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)*(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)*

**Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg**

Reference No. **[●]** *[Drafting Note:
Bank reference
number to be inserted]*

Date:

Dear Sirs

Performance **Bond – Demand Guarantee:** *[Drafting Note: Name of Contractor to be inserted]*

Project [] Contract Reference: *[Drafting Note: Contractor contract reference number to be inserted]*

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
 - 1.2 “Bank’s Address” - means [●]; *[Drafting Note: Bank’s physical address to be inserted]*
 - 1.3 “Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*)
 - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Contractor to be inserted]*
 - 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
 - 1.6 “Expiry Date” - means the earlier of
 - the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
 - 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
 - 1.8 “Services” - means [insert as applicable.].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
 - 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;

- 3.2 state the amount claimed ("the Demand Amount");
- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

ESKOM HOLDINGS SOC Ltd

CONTRACT NUMBER _____

CONTRACT TITLE: REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS AT VARIOUS ESKOM PROPERTIES WITHIN
GAUTENG ON AN AS AND WHEN REQUIRED FOR THE PERIOD OF THREE YEARS.

Witness: _____
Bank's seal or stamp

Witness: _____

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>	[13]

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

- | | | |
|-------------------------------------|------------|--|
| Identified and defined terms | 11
11.2 | (12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

<ul style="list-style-type: none"> • the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed 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.

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

REMOVAL AND DISPOSAL OF ASBESTOS A VARIOUS CNCs

ITEM NO.	DESCRIPTION	UNIT	QTY	Rate
A	PRELIMINARY AND GENERAL			
A.1	Site Establishment	Once Off (Per Site)	1	R
A.2	De- establishment and Rehabilitation of site	Once Off (Per Site)	1	R
A.3	Overheads for project (This includes Overhead Costs, Office Overheads, Administration Costs etc.)	Per Month	1	R
A.4	Ablution facilities	Per Month	1	R
A.5	Site offices and storage sheds	Per Month	1	
A.6	Tools and equipment including scaffolding	Each	1	R
A.7	Personal Protective Equipment	Each	1	R
A.8	Supervision (Site Supervisor)	Per Day	1	R
A.9	Construction Manager (SACPCMP Registered)	Per Day	1	R
A.10	LDV Bakkie	Per Km	1	R
A.11	Personnel Transport for Staff	Per Km	1	R

	Authorisations and Documentation			
A.12	Supply of an asbestos work plan/procedure	Per Site	1	R
A.13	Routine monitoring including control measures to ensure the safety of employees	Per Site	1	R
A.14	Notification of Department of labour	Per Site	1	R
A.15	Air monitoring required during and after removal for clearance purposes.	Per Site	1	R
A.16	Providing Eskom with safe disposal certificates (Clearance Certificate)	Per Site	1	R
	Health and Safety			
A.17	Health and Safety File (Site Specific file) -project specific	Per Site	1	R
A.18	Safety Officer (SACPCMP Registered)	Per Day	1	R
	Environmental			
A.19	Environmental officer	Per Day	1	R
	TOTAL A - (P&Gs)			
B	REMOVAL OF ASBESTOS MATERIAL			
B1	Temba CNC_Main Building			
	Kitchen Ceiling	m2	1	R
B2	Ga- rankuwa, Mothuhlung, Mapobane & Winterveldt CNC.s_Mr Sepeng Office			
	Remove existing asbestos_Office Ceiling boards	m2	1	R

B3	Cullinan CNC			
	Remove existing asbestos_Roof Fascia Boards	m	1	R
B4	Cullinan CNC Hub_Main Building			
	Remove existing asbestos_Roof Fascia Boards and Ceilings	m	1	R
B5	Bronkhorstspuit CNC			
	Remove existing asbestos_Fascia Board_Ablution Building	m	1	R
	Remove existing asbestos_Ceiling Board_Ablution Building	m2	1	R
	Remove existing asbestos_Fascia Board_Technician Office	m	1	R
	Remove existing asbestos_Fascia Board_High Roof Building	m	1	R
B6	Germiston CNC_CNC Offices			
	Remove existing asbestos_Window Sill	no	1	R
B7	Vlakfontein MEW, (Tsakane, Dannuttor) CNC's_Main Building			
	Remove existing asbestos_Fascia Board	m	1	R
B8	Vlakfontein Ekurhuleni Live Work_Main Building			
	Remove existing asbestos_Fascia Board	m	1	R
B9	Etwatwa CNC_Main Building			
	Remove existing asbestos_Fascia Board	m	1	R
	Remove existing asbestos_Window sill	no	1	R
B10	Petit CNC			
	Fascia Board_Main Building	m	1	R

	Window Sill_Main Building	no	1	R
	Ceiling Board_Boardroom 2	m2	1	R
	Ceiling Board_First Aid RFirst Aid Room	m2	1	R
	Ceiling Board_Works Coordinator Office	m2	1	R
B11	Vosterskroon CNC's			
	Fascia Board_Stores	m	1	R
	Fascia Board_Main Building	m	1	R
B12	Stepdown CNC			
	Ceiling Board_Chemical Store	m2	1	R
	Fascia Board_Project Stores	m	1	R
	Fascia Board_Main Building Offices	m	1	R
B13	RDC Warehouse			
	Ceiling Board_Ablution Building	m2	1	R
	Ceiling Board_External Store Building	m2	1	R
	Roof Sheets_External Store Building	m2	1	R
B14	Rosherville Buidings			
	Walls_Sub Station Building	m2	1	R
	Walls_ERE Building	m2	1	R
	Inside Walls_Auxillary Store	m2	1	R
	Outer Ceiling_Main Building	m2	1	R
	Ceiling Board_Cable Dept. Kitchen	m2	1	R
	Outer Ceiling_Cable Dept. Building	m2	1	R
	Outer Ceiling_Cable Dept. Building	m2	1	R

	Fascia Board_Gym Buiding	m	1	R
	Ceiling Board_Gym Buiding	m2	1	R
	inside/ Outer Walls_Gym Buiding	m2	1	R
	Inside Walls_Gym Buiding	m2	1	R
	Ceiling Board_Cable Dept Vaal/ JHB	m2	1	R
	Fiscia Board_Cable Dept Vaal/ JHB	m	1	R
	Ceiling Board_Mechanical/ Medical BLD	m2	1	R
B15	Sebokeng CNC & Hub			
	Building 1 (CNC Office Building) Roof Sheets & Ridges	m2	1	R
	Building 1 (CNC Office Building) Soffits, Bardgeboards and ceiling boards	m2	1	R
	Building 2 (CNC Office Building) Roof & Ridges	m2	1	R
	Building 2 (CNC Office Building) Soffits, Bardgeboards and ceiling boards	m2	1	R
	Customer Services Building - Roof & Ridges	m2	1	R
	Customer Services Building - Soffits, Bardgeboards and ceiling boards	m2	1	R
	Building 1 ceilings	m2	1	R
	Building 2 ceilings	m2	1	R
	Customer Services Buiding ceilings	m2	1	R
	Ablution Facilities - Roof & Ridges	m2	1	R
	Ablution Facilities - Barge boards and Fascias	m	1	R
	Garage & Carports - Barge boards and Fascias	m	1	R
	Old Security Guardhouse - Roof Sheets & Ridges	m2	1	R
	Old Security Guardhouse - Fascias, Gutters and downpipes	m	1	R

	Cleaning of all Asbestos remains and particles around the building	m2	1	R
B16	Braamfisher CNC			
	WCO's office - Ceiling Board	m2	1	R
	Snr Clerk Admin Office- Ceiling Board	m2	1	R
	Senior Supervisor's office- Ceiling Board	m2	1	R
	Male Ablution- Ceiling Board	m2	1	R
	Passages- Ceiling Board	m2	1	R
	Storeroom- Ceiling Board	m2	1	R
	Ablution facilities- Ceiling Board	m2	1	R
	Storeroom (Cleaners)- Ceiling Board	m2	1	R
	Shared Offices- Ceiling Board	m2	1	R
	Server room- Ceiling Board	m2	1	R
	Kitchen- Ceiling Board- Ceiling Board	m2	1	R
	Geyser Area- Ceiling Board	m2	1	R
	Boardroom- Ceiling Board	m2	1	R
	Main Building Outside Ceiling/soffits	m2	1	R
B17	Carletonville CNC			
	WCO's office- Ceiling Board	m2	1	R
	Senior Storeperson's office- Ceiling Board	m2	1	R
	Senior Supervisor's office- Ceiling Board	m2	1	R
	PTO's Office- Ceiling Board	m2	1	R
	Vacant office (Used as tearoom)- Ceiling Board	m2	1	R
	Kitchen- Ceiling Board	m2	1	R

	Stairs (Back)- Ceiling Board	m2	1	R
	Storeroom (first floor)- Ceiling Board	m2	1	R
	Ablution Facilities- Ceiling Board	m2	1	R
	Male Ablutions- Ceiling Board	m2	1	R
	Passages- Ceiling Board	m2	1	R
	Senior Clerk Admin Area- Ceiling Board	m2	1	R
	Printer Area- Ceiling Board	m2	1	R
	PTO, STO open office- Ceiling Board	m2	1	R
	Office 1- Ceiling Board	m2	1	R
	Boardroom- Ceiling Board	m2	1	R
B18	Libanon Livework			
	WCO's office- Ceiling Board	m2	1	R
	Senior Supervisor's office- Ceiling Board	m2	1	R
	Boardroom- Ceiling Board	m2	1	R
	Kitchen- Ceiling Board	m2	1	R
	Open plan office- Ceiling Board	m2	1	R
	Tuckshop- Ceiling Board	m2	1	R
	Reception- Ceiling Board	m2	1	R
	Storerooms- Ceiling Board	m2	1	R
	Ablution facilities- Ceiling Board	m2	1	R
	Veranda- Ceiling Board	m2	1	R
	Snr Clerk Admin office- Ceiling Board	m2	1	R
	Passage- Ceiling Board	m2	1	R

	Outside - Fascia Board	m	1	R
	Outside - Barge Board	m	1	R
B19	Magalies CNC			
	Livework store (Next to main boardroom)- Ceiling Board	m2	1	R
	Passage (Main boardroom)- Ceiling Board	m2	1	R
	Earthing equipment store (Next to main boardroom)- Ceiling Board	m2	1	R
	Ablution facilities (Next to main boardroom)- Ceiling Board	m2	1	R
	Kitchen (Next to main boardroom)- Ceiling Board	m2	1	R
	Corner Office (Next to main boardroom)- Ceiling Board	m2	1	R
	Magalies House 1- Ceiling Board	m2	1	R
	Magalies House 2- Ceiling Board	m2	1	R
B20	TAUNUS CNC			
	WCO's office- Ceiling Board	m2	1	R
	Snr Clerk's office space- Ceiling Board	m2	1	R
	Snr Sup Office- Ceiling Board	m2	1	R
	Storoom & Office- Ceiling Board	m2	1	R
	Staff shared office- Ceiling Board	m2	1	R
	Ablution Facilities- Ceiling Board	m2	1	R
	Snr Storeperson's Office- Ceiling Board	m2	1	R
	Passage- Ceiling Board	m2	1	R
	PTO's office- Ceiling Board	m2	1	R
	Boardroom- Ceiling Board	m2	1	R
	Kitchen- Ceiling Board	m2	1	R

	Storeroom (In the office building)- Ceiling Board	m2	1	R
	Storeroom (Nxt to male Ablution) - Ceiling Board	m2	1	R
	Outside main building - Fascia Board	m	1	R
	Outside main building - Outside Ceilings/Soffits	m2	1	R
	Outside main building - Gutters	m2	1	R
	Outside main building -Downpipes	m	1	R
B21	Klipspruit & Zola CNC			
	Outside main building - Fascia Board	m	1	R
	Outside security guardhouse - Fascia Board	m	1	R
	Outside security guardhouse - Barge Board	m	1	R
	Outside security guardhouse - Outside Ceilings/Soffits	m2	1	R
B22	Zola Hub			
	Outside security guardhouse - Outside Ceilings/Soffits	m2	1	R
	Outside main building - Fascia Board	m	1	R
B23	Mapetla Hub			
	Outside main building - Barge Board	m	1	R
B24	Morningside Hub			
	Outside Customer Services Building - Barge Board	m	1	R
B25	President Building			
	Fourh floor ceiling boards - Ceilings	m2	1	R
B26	Princess CNC			
	Boardroom (Leon Loyd) - Ceilings	m2	1	R
	Boardroom (Leon Loyd) - Barge boards	m	1	R

	Boardroom (Leon Loyd) - Awning	m2	1	R
	Technician/WCO's office - Ceilings	m2	1	R
	Garages (Next to carport) - Fascia Boards	m	1	R
	Carports - Fascia Boards	m	1	R
	Garage (House No. 4)- Fascia Boards	m	1	R
	House No. 4 Main House- Fascia Boards	m	1	R
	Kitchen (House No. 4) - Ceilings	m2	1	R
	Ablution facilities (House No. 4)- Ceilings	m2	1	R
	Manager Economic & Social Development Office (House 4)- Ceilings	m2	1	R
	Sector Manager's Office (House No. 4)- Ceilings	m2	1	R
	SHE Manager's Office (House No.4)- Ceilings	m2	1	R
	Passages (House No. 4)- Ceilings	m2	1	R
	Printing Area (House No. 4)- Ceilings	m2	1	R
	Open Plan Office (House No. 4)- Ceilings	m2	1	R
	Balcony (House No. 4)- Ceilings	m2	1	R
	Senior Superviso's Office (House No. 4)- Ceilings	m2	1	R
B27	Ranfontein Hub			
	Outside main building - Outside Ceilings/Soffits	m2	1	R
B28	Rigi North			
	Outside main building - Outside Ceilings/Soffits	m2	1	R
B29	West Wits Houses			
	House 1 - Ceilings	m2	1	R
	House 2- Ceilings	m2	1	R

	House 3- Ceilings	m2	1	R
	House 4- Ceilings	m2	1	R
	House 5- Ceilings	m2	1	R
	House 6- Ceilings	m2	1	R
	TOTAL B - (Removal of Asbestos Material)			
C	COLLECTION, TRANSPORTATION AND DISPOSAL OF ASBESTOS			
C1	Transport of Asbestos items to a permitted hazardous waste disposal site			
	<i>Any removal and safe storage of asbestos, ACM shall be performed after normal working hours, or under controlled conditions, to limit the number of persons who might be exposed.</i>			
C2	Less than 5 tons	per km	1	R
C3	Greater than 5 tons and less than 10 tons	per km	1	R
C4	Greater than 10 tons	per km	1	R
C5	Disposal at registered Hazardous landfill sites in Gauteng	Per ton	1	R
	TOTAL C - (Collection, Transportation and Disposal of Asbestos)			R
	TOTAL A+B+C EXCLUDING VAT			R

The total of the Prices

Rate Based Contract

REPLACEMENT OF ASBESTOS A VARIOUS CNCs

Item	Description	Normal Rate/Hour (ZAR)	Overtime (Sat) Rate/Hour (ZAR)	Overtime (Sundays and Public Holidays/Hour (ZAR)	Transport per Km	Mark-up %
1	Supervisor	R	R	R		
2	Artisan	R	R	R		
3	Labourer	R	R	R		
4	Percentage mark-up on material					%
5	Transport per KM				R	

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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Description of the service

Executive overview

There is a need to remove and dispose of all asbestos from Eskom properties, within Distribution (DX) Gauteng Cluster (GC) to ensure compliance with Eskom Asbestos Standard 32-303 and Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and its regulations and with specific reference to the Asbestos Abatement Regulations.

Employer's requirements for the service

The scope of work includes:

The Provision of Supervision, Labour, Equipment, monitoring, transport, removal and disposal of asbestos containing material for the Gauteng Cluster for on as and required basis. Contractors to be registered to perform type 2 or type 3 asbestos work, have a valid track record, have licence to transport hazardous waste and have the necessary equipment in order to remove asbestos containing material from different sites with different scopes.

- 1.) P&Gs and Pre-construction planning related activities. (Specialised barricading, Specialised PPE, equipment and vehicles.)
- 2.) Obtaining the correct authorisations for removal of asbestos containing material.
- 3.) Building, decommissioning/ removal of asbestos containing material in buildings such as roofing sheets, fascia boards, barge boards, gutters, ceilings, partitioning walls or any asbestos containing material linked to buildings.
- 4.) Safe transportation permits and transportation in sealed skips or bags. Asbestos and ACM must be transported in accordance with the minimum requirements of 32-303 Asbestos Management Standard and in accordance with SANS 10228 and SANS 10229.
- 5) Disposal at registered Hazardous landfill sites in Gauteng Province. Asbestos or Asbestos containing material must be disposed of in accordance with the minimum requirements according to the Asbestos Abatement Regulations – Regulation 20 and the applicable environmental requirements, that is, the Environment Conservation Act 73 of 1989 and the National Environmental Management Act 107 of 1998.
- 6) Providing Eskom with safe disposal certificates.
- 7) Any removal and safe storage of asbestos containing material (ACM) shall be performed after normal working hours, or under controlled conditions, to limit the number of persons who might be exposed.
- 8) Air monitoring performed by an approved inspection authority (AIA) is required during and after removal of the asbestos containing material for clearance purposes.

Below list of sites that have asbestos:

- Temba CNC
- Ga- rankuwa, Mothuhlung, Mapobane & Winterveldt CNC.s
- Cullinan CNC
- Cullinan HUB
- Bronkhorstspuit CNC
- Germiston CNC
- Vlakfontein MEW, (Tsakane, Dannuttor) CNC's
- Vlakfontein Ekurhuleni Live Work
- Etwatwa CNC
- Petit CNC
- Vosterskroon CNC's
- Stepdown CNC
- RDC Warehouse
- Rosherville Buidings
- Sebokeng CNC & Hub
- Braamfisher CNC

- Carletonville CNC
- Libanon Livework
- Magalies CNC
- Taunus CNC
- Klipspruit & Zola CNC
- Zola Hub
- Mapetla Hub
- Morningside Hub
- President Building
- Princess CNC
- Randfontein Hub
- Rigi North CNC
- West Wits Houses

The scope of work also includes the replacement of asbestos material where removal has been carried out, as indicated above, based on the specific requirements of the site. The Contractor is required to supply all necessary resources to undertake the asbestos replacement activities.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AAIA	Approved Asbestos Inspection Authority
AAR	Approved plan of work
ACM	Asbestos-containing material
CNC	Customer Network Centre

Management strategy and start up.

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

The Contractor shall ensure that the service is supervised at all time. Wherein the Director of the Contractor is not directly managing the works, the Director is expected to visit the site twice a month and complete an inspection form which will include recommendation on the improvement of the provision of service. The Service Manager reserves the right to request the aforementioned copied of inspection.

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:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor and _____</i>

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.

Contractor's management, supervision and key people

The Contractor keeps up to date organogram on site showing his people and their lines of authority / communication. The Contractor keeps a daily attendance register, which must be signed off by the Contractor on monthly basis and filed for audit purposes.

Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the Contractor is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the Contractor until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Contractor by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the Contractor does not affect the *Employer's* right to termination stated in this contract.

Documentation control

All Service documents must be submitted to Site Supervisor for record and audit purpose and audit. The Supplier must keep all services records/ documents for Employer Audit purpose.

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)

Contract change management

The NEC contractual mechanism will be applied for changes to the Contract, and supporting documents must be provided by the Contractor when required by the Employer.

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

In order to substantiate the Defined Cost of compensation events, the Employer may require the Contractor to keep records of amounts paid by him for people employed by the Contractor, plant and materials, work subcontracted by the Contractor and equipment. State in what form these records are to be kept and how accessed by the Employer.

Insurance provided by the *Employer*

The insurance provided by the Employer, is addressed under the contract data.

Training workshops and technology transfer

The Contractor provides his employees with relevant training for them to execute the Service in accordance with the contract.

Design and supply of Equipment

Not applicable.

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

Not applicable

Information and other things

Not applicable

Management of work done by Task Order

The Service Manager to issue Task Order to the Contract for service that need to be executed, as and when required basis.

Health and safety, the environment and quality assurance**Health and safety risk management**

The Contractor shall carry out scope requirements in compliance with Eskom Asbestos Standards 32-303 requirements and the Occupational Health and Safety Act, it's regulations and Asbestos Abatement Regulations Requirement.

Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in the tender document for this Service Information.

Quality assurance requirements

The Contractor shall comply with the quality management specification contained in the tender document for this Service Information.

Procurement

People

Minimum requirements of people employed

The Contractor shall comply with relevant stipulations in the Labour Relations Act.
As a National key point, the Employer reserves the right to any other additional recruitments constraints as and when required to do so.

BBBEE and preferencing scheme

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

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

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

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

Subcontracting as condition of award -Not applicable

Where feasible, subcontracting is mandatory on contracts above R30 million and is a condition for contract award.

Tenderers shall subcontract a minimum of 30% of the contract value to the following designated groups:

- a) must apply subcontracting to previously designated groups.
- b) must advertise the tender with a specific condition for contract award that the successful tenderer must subcontract a minimum of 30% of the value of the contract
 - an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.

Local Procurement Content

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

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

Product Description	Threshold
Asbestos Removal, disposal and replacement project Not -DTI Local Content Designated Sector_	100%
P P E- DTI Local Content Designated Sector	100%

Jobs

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

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

Local recruitment requirements:

Type of jobs	Target set (local-to-site)	Suppliers Proposal
General workers	100%	
Semi-skilled	70%	
Skilled	10%	

Skills development

Tenderers are required to submit proposals on a table below for developing the skills of unemployed candidates in the country. Train one (1) candidate for every R2m spend by Eskom.

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

Eskom Target	Entry Requirement	Exit Requirement	Tenderer Proposal
TVET Artisan Plumbers / builder	Undergraduate/ unemployed graduate	successful Completion Certificate	
Accounting Officer	Undergraduate/ unemployed graduate	successful Completion Certificate	
Safety officers x 1		successful Completion Certificate	

1. Completion certificate to be issued at the end of the project
2. Compile a training program
3. Submit a signed contract with the selected candidates

NOTE 1: An estimated 0.25% of the tender value is expected to be committed on skills development

NOTE 2: For each of the above training we require:

- 1 candidate (for either of the training courses above) for every R2 Million worth of accumulated purchase orders that has been allocated to the contractor.

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

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

SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

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

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.

Submission of an approved compliance report by SDL&I Department.

Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

Plant and Materials

Specifications

The Suppliers must provide plant and materials required to execute the service, as and when required basis.

Correction of defects

The Contractor corrects notified Defects within a time which minimises the adverse effect on the Employer or Others. If the Contractor does not correct a Defect within the time required by this contract, the Service Manager assesses the cost to the Employer of having the Defect corrected by other people and the Contractor pays this amount.

The Service Manager arranges for the Employer to allow the Contractor access if it is needed for correcting a Defect.

Contractor's procurement of Plant and Materials

Refer to the attached standard – UI: 331-131

Tests and inspections before delivery

Samples of the crusher stone must be submitted in good time to the Project Manager for approval and no other stone, other than the samples, shall be delivered to the site before Site Supervisor's written approval has been obtained after consultation with the Project Manager (Technical Support Manager). The Contractor shall make sure that regular quality control tests are carried out to ensure that good quality of the materials is maintained.

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

Not applicable.

Cataloguing requirements by the *Contractor*

Not applicable.

Working on the Affected Property

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

The Contractor to always comply site and security control requirement.

People restrictions, hours of work, conduct and records

The Supplier must provide records of people and hours of work specific to site for Employer's payment assessment purpose.

Health and safety facilities on the Affected Property

This has been addressed under item 3.1.

Environmental controls, fauna & flora

This has been addressed under item 3.2.

Cooperating with and obtaining acceptance of Others

Not applicable.

Records of *Contractor's* Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

Equipment provided by the *Employer*

Not applicable

Site services and facilities

Provided by the *Employer*

Item	Date by which it will be provided
------	-----------------------------------

Access to the areas that will be serviced	Commencement of service
Supervisor will escort personnel around premises	Commencement of service
Water and electricity	Commencement of service

Provided by the Contractor

The Contractor should provide its own storage at their facilities.

Control of noise, dust, water and waste

Refer to the SHEQ requirements contained in the tender document.

Hook ups to existing works

Not applicable

Tests and inspections

Description of tests and inspections

All Tests and Inspection are to be carried out to current and existing Specifications.

Materials facilities and samples for tests and inspections

From time-to-time random sample test and inspections may be requested, to ensure good quality of the service being rendered

List of drawings

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.

[illegible]

Annexure A: Clause X17.1 Low Service damages table

Item No.	Description	Performance Target	Penalty
X17.1.1	Execution of work done on task order.	Failure of the Service Provider to execute the works within the time specified in the task order without giving any notice to the Service Manager in writing is viewed as non-compliance.	5% of monthly assessment to be deducted from payment.
X17.1.2	Reporting of SHEQ incidents	Failure to report SHEQ incidents immediately and submit flash report within 24hrs as per the Eskom reporting procedure is viewed as non-compliance.	5% of monthly assessment to be deducted from payment
X17.1.3	SHEQ compliance	Repeat of non-conformance to SHEQ requirements	5% of monthly assessment to be deducted from payment