

NEC3 Term Service Contract (TSC3)

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

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

for **PROVISION OF ENVIRONMENTAL WASTE
MANAGEMENT SERVICES IN NORTHERN GRID
(LIMPOPO) FOR A PERIOD OF 3 YEARS ON AN AS
AND WHEN REQUIRED BASIS.**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

PROVISION OF ENVIRONMENTAL WASTE MANAGEMENT SERVICES IN NORTHERN GRID (LIMPOPO) FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN REQUIRED BASIS.

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

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

Options A	The offered total of the Prices exclusive of VAT is	Rate only
	Value Added Tax @ 15% is	Rate only
	The offered total of the amount due inclusive of VAT is ¹	Rate only
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

*NTCSA SOC Ltd, Megawatt Park, Maxwell drive,
Sandton, Johannesburg, 2199*

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)

**NTCSA SOC Ltd, Megawatt Park, Maxwell Drive,
Sandton, Johannesburg, 2199**Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	■ dispute resolution Option	A: Priced contract with price list
	■ and secondary Options	W1: Dispute resolution procedure
	■	X1: Price adjustment for inflation
	■	X2 Changes in the law
	■	X17: Low service damages
	■	X18: Limitation of Liability
	■	X19: Task Order
	■	Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	NTCSA SOC Ltd (reg no: 2021/539129/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	TBA
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	TBA

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

	Address	TBA
	Tel	TBA
	Fax	N/A
	e-mail	TBA
11.2(2)	The Affected Property is	Northern Grid
11.2(13)	The <i>service</i> is	Provision of Environmental Waste Management (Limpopo CLN's)
11.2(14)	The following matters will be included in the Risk Register	Delays due to access restrictions or permits not issued timeously. Late response to Task Order Failure to provide disposal certificates
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	One (01) weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> 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	Three day from Task Order issue date.
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	Three (03) 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 25 th 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	Four (04) 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	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	Two (02) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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	Republic of South Africa (Gauteng)
	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 month before the month in which the Enquiry closes.												
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <td>proportion</td><td>linked to index for</td><td>Index prepared by</td></tr> <tr> <td>0.85</td><td>CPI</td><td>SEIFSA Table D4</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	CPI	SEIFSA Table D4	0.15	non-adjustable		1.00		
proportion	linked to index for	Index prepared by												
0.85	CPI	SEIFSA Table D4												
0.15	non-adjustable													
1.00														
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.												
X17	Low service damages	5% of the total task order issued.												
X17.1	The <i>service level table</i> is in	Annexure A in the Service Information												
X18	Limitation of liability													
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	The sum of the Task Orders issued in terms of this contract.												
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	the amount of the deductibles relevant to the event as per the ACAR document.												
X18.3	The Contractor's 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 Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles												

X18.4	The Contractor's total liability to the Employer, 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 Contractor's total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the Contractor is liable under this contract for
18.5	The end of liability date is	06 months after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Three (03) 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 4710303126 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:
- If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

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

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

Affected Party to act unlawfully or illegally,

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

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

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

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

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

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the	The replacement cost where not covered by the <i>Employer's</i> insurance.

<i>Employer's property</i>	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 lir of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document

Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[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)¹ 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	

¹ 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	02
C2.2	The <i>price list</i>	03

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

NO	ITEM DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	Oil Cleans up				R -
1.1	Oil Clean up on soil	m2	1		R -
1.2	Minor (up to 300mm deep in soil)	m2	1		R -
1.3	Minor (up to 500mm deep in soil)	m2	1		R -
2	Section B				R -
2.1	Surface clean and treatment on bunded areas.	m2	1		R -
2.2	Traveling	km	1		R -
2.3	Accommodation	ea	1		R -
2.4	PCB analysis in oil	ea	1		R -
2.5	Removal of yard stones	m2	1		R -
2.6	Washing of yard stones in a Mixer	m3	1		R -
2.7	Reinstating of yard stones	m2	1		R -
2.8	Application of chemicals(degreaser)	m2	1		R -
2.9	PCB soil and oil disposal (packaging)	m3	1		R -
2.10	Disposal of PCB contaminated rags	kg	1		R -
2.11	Disposal of PCB free oil contaminated rags	kg	1		R -
2.12	Sludge removal in oil dams/Plinths	m3	1		R -
2.13	Removal and disposal of Silica gel (packaging included)	litre	1		R -
2.14	Removal and disposal of Fluorescent tube waste (packaging included)	kg	1		R -
2.15	Battery acid cell (packaging included)	ea	1		R -
2.16	Battery acid clean-up (packaging included)	m2	1		R -
2.17	Removal and disposal of capacitor cans	kg	1		R -
2.18	Supply and deliver 240L Oil spill response Kit (Wheelie bin)	ea	1		R -
2.19	240L Oil spill replacement kit (Wheelie bin)	ea	1		R -
2.20	Supply and delivery of 210L empty drums with buckets	ea	1		R -
2.21	Supply, label and delivery 240L monkey proof lid Wheelie Bins	ea	1		R -
2.22	240L Colour and labelled Waste Separation Recycling Wheelie Bin	ea	1		R -
2.23	Monthly skip rental of 6m (open) Skip (General waste)	ea	1		R -
2.24	Supply and deliver rags 5kg bags	ea	1		R -
2.25	Supply and deliver rags 25kg bags	ea	1		R -
2.26	Sorting and separation of waste	Item	1		R -

2.27	Supply of Oil spill Bio-remediates with Material safety data sheets to assist NTCSA Northern Grid employees to contain and clean minor oil spillage.	Item	1		R	-
2.27.1	Oil Spill Kit ABSORBENTS Consumables					
2.27.1.1	Mats / Pads	ea	1		R	-
2.27.1.2	Booms / Socks	ea	1		R	-
2.27.1.3	Pillows	ea	1		R	-
2.27.1.4	Loose / Granular	ea	1		R	-
2.27.1.5	Wipers / Oil rags	ea	1		R	-
2.27.1.6	Specify other:	Item	1		R	-
2.27.2	Oil Spill Kit PPE Items					
2.27.2.1	Booties / Overshoes 1	ea	1		R	-
2.27.2.2	Body Suits / Apron	ea	1		R	-
2.27.2.3	Gloves	ea	1		R	-
2.27.2.4	Safety Goggles	ea	1		R	-
2.27.2.5	Specify other:	Item	1		R	-
2.27.3	Oil Spill Kit TOOLS / OTHER RESPONSE EQUIPMENT					
2.27.3.1	Shovel	ea	1		R	-
2.27.3.2	Broom	ea	1		R	-
2.27.3.3	Dustpan	ea	1		R	-
2.27.3.4	Disposal Bags (roll)	ea	1		R	-
2.27.3.5	Chemical Neutralizer	ea	1		R	-
2.27.3.6	Specify other:	Item	1		R	-
3	Training on minor oil spillages:				R	-
3.1	User training on minor oil spillages	ea	1		R	-
3.2	Traveling.	km	1		R	-
3.3	Accommodation (if applicable).	ea	1		R	-
4	Transportation:				R	-
4.1	Load 1-5 drums (LDV)	km	1		R	-
4.2	Load 1-12 drums (mini truck)	km	1		R	-
4.3	Load 13-20 drums (truck)	km	1		R	-
4.4	Skip loader (Truck)	km	1		R	-
4.5	Effluent oil/water disposal fee	ltre	1		R	-
5	Drainage of septic tank: (the supplier to provide a certificate of where the waste is disposed)				R	-
5.1	Drainage of septic tank and disposal at an accredited disposal site.	ea	1		R	-
6	Transportation:				R	-
6.1	Asbestos removal including dismantling	m2	1		R	-

6.2	Transport to convey asbestos waste	km	1		R	-
6.3	Plan of work including control proceedings	ea	1		R	-
6.4	Provide certificates after final inspection	ea	1		R	-
6.5	AIA Travelling.	km	1		R	-
6.6	AIA Accommodation.	ea	1		R	-
	TOTAL AMOUNT				R	-

Pricing structure**Note:** Prices are subject to CPA after 16 months.**Base date:** month prior to tender closing date.

The total of the Prices

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Effective waste management is essential for environmental protection, regulatory compliance, and operational integrity within the electricity transmission sector. Eskom NTCSA Northern Grid manages an extensive high-voltage network across diverse regions, generating general, hazardous, and industrial waste streams. Proper management of these wastes is necessary to minimise environmental impacts, safeguard public health, and maintain reliable and sustainable operations.

Waste management activities are governed by the National Environmental Management: Waste Act 59 of 2008, which provides the primary legislative framework for preventing pollution and promoting sustainable resource use. In addition, the National Environmental Management Act 107 of 1998 establishes key principles, including the precautionary approach, the polluter pays principle, and the duty to prevent environmental harm. Compliance with all applicable regulations covering waste classification, handling, storage, transportation, disposal, licensing, and national norms and standards is mandatory.

Through adherence to legislative and organisational requirements, Eskom NTCSA reinforces its commitment to environmental sustainability, regulatory compliance, and the protection of natural resources, contributing to the long-term resilience of South Africa's electricity transmission network.

1.2 Scope of work

The scope of work entails the provision of environmental waste management services for a period of three (3) years for NTCSA Northern Grid (consisting of substation buildings, regional office and Customer Load Network - CLNs) sites on an as and when basis.

The work comprises amongst others the supervision, labour, plant and equipment required to carry out the work.

All kilometres claimed shall be calculated from the designated main office (hub) applicable to the relevant Site, to the specific location where the services are to be rendered. This approach ensures a consistent, transparent, and cost-effective basis for travel recovery in the tender.

In the event of a Site closure due to the expiry or termination of a Lease Agreement, the Employer may instruct that the Services be transferred to an alternative Site, and may further require the Contractor to render Services at any existing or new NTCSA buildings within the Northern Grid during the Contract period, including future relocations. No additional compensation shall be payable for such changes, and the provisions of the NEC3 Term Service Contract shall remain unchanged.

The following services are required in the provision of waste management services

- The provision of Oil Spillage Clean up, Drainage of Septic Tanks, Cleaning and removal of sludge in oil dams, removing and disposing of asbestos, Supply of oil spillage kits as well as providing training to the employees.
- Removing and disposing of Hazardous waste such as Silica Gel, Fluorescent tubes, Capacitor Cans, Used oil, Sludge etc. from all Northern Grid substations.
- This strategy supports the overall Purchasing and Supply Chain Management Procedure (32-1034) within Eskom Holdings SOC Limited (Eskom).

Closure of Site

1.2.1 Management of Chemical & Oil Spillages

- All oil or chemical spills must be tested for hazardous properties to ensure appropriate clean-up and disposal by the appointed service provider.
- PCB-contaminated materials must be disposed of only by a registered service provider at a licensed facility.

- Free oil (e.g., puddles) must be promptly contained and transferred into suitable containers, such as drums or tankers, for proper disposal at a licensed facility.
- Following the removal of excess oil, appropriate absorbents (e.g., sawdust) or solvents must be used to complete the clean-up. This may include removing leaking equipment, cleaning paved surfaces, and excavating contaminated soil and vegetation.
- Contaminated soil resulting from a spill must either be treated using suitable bioremediation (environmentally friendly method) or collected (Physical removal and replacement of contaminated soil) and disposed of at a registered disposal site.

1.2.2. Provision of equipment and on-site- training

- The Service provider shall provide on the job training to the employees with regards to cleaning of minor oil spills.
- The service provider shall make provision for supply of oil spillage kits on request
- The service provider shall make provision for supply of monkey/baboon proof wheelie bins on request
- The service provider shall make provision of labelled colour coded wheelie bins and waste stations upon request as per Eskom NTCSA specifications.

1.2.3 Disposal of Hazardous Waste

- All Hazardous Waste such as Silica gel, Used Oil, Oil Sludge, Asbestos, Capacitor Cans etc., must be disposed as hazardous waste.
- Records of waste type, quantity, destination, transporters and disposal slips must be kept and submitted to the NTCSA Northern Grid Environmental section on completion of each Task Order and records shall be kept for handover at project completion.
- All Hazardous Waste shall be disposed correctly at an accredited waste disposal site which will then provide Disposal Certificate to NTCSA Northern Grid. Compliance with the following is required
 - EPC 32-245 Waste Management Procedure
 - National Environmental Management Act of 1998
 - Occupational Health and Safety Act
 - National Water Act 36 of 1998
 - Hazardous Substances Act

1.2.4 Supply and provision of Oil Spill Material

- Supply of oil spillage kits as well as providing oil spill clean-up training to NTCSA employees to be provided by the service provider on request.
- Supply of Oil spill Bio-remediates with Material safety data sheets to assist NTCSA Northern Grid employees to contain and clean minor oil Spillage.
-

1.2.5 Drainage of Septic tanks

- Substations with septic tanks to be drained as and when required.
- The waste must be disposed of at the accredited/registered disposal site, and the supplier to provide certificate of where the waste is disposed of.

1.2.6 Personal Protective Equipment and Safety Considerations

- Service Provider must ensure workers are trained on the hazards and handling of chemicals used in the workplace in accordance with OSHA's Hazardous Regulations.
- Service Provider must Provide necessary PPE used during Oil spill clean-up and loading of Hazardous waste from sites and or for any works to be executed under Task Order issues.

1.3 List of Substations

Limpopo Substations

Lephalale CLN	Polokwane/Phalaborwa CLN
Borutho Substation	Acornhoek Substation
Matimba Substation	Foskor Substation
Medupi Substation	Leseding Substation
Spitskop Substation	Merensky Substation
Warmbad Substation	Senakangwedi Substation
	Spencer Substation
	Tabor Substation
	Witkop Substation
	Silimela Substation
	Manogeng Substation

1.4 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BU	Business Unit
NTCSA	National Transmission Company South Africa
OHS Act	Occupational Health and Safety Act, Act 85 of 1993
PPE	Personal Protective Equipment
SANS	South African National Standard
SHEQ	Safety, Health, Environment and Quality

1.5 Audits and Assessments

The Employer's representative may in accordance with a predetermined programme carry out audits and assessments on the Contractor's processes supporting any work done or to be done in terms of this contract, as well as on the work carried out. The Employer's representative shall give the Contractor notice of the intention to perform an audit in order that the Contractor may provide a representative observer. In the event of audit findings, the Employer's Representative may issue an early warning or notice of default to the Contractor. The Contractor shall respond by advising the Employer's Representative of the corrective actions to be implemented and the proposed completion timeframe. The Contractor shall maintain a system to record and track Early warning and the notice of default.

The Employer makes available the following:

- Detailed activity schedule including date and time and updates as required from time to time.
- Ablution facilities are available within the buildings.
- Potable water supply.
- Plant permits where required prior to work commencing.

1.6 Management

The Contractor shall provide and maintain a high level of skilled management organization and resources, to ensure the successful and timely completion of the Contract. Information is to be provided by the Consultant at tender stage and this shall be deemed to define the Contractor's intentions in this respect. It is also a requirement that the Contractor submits a project organogram.

1.7 Resources

The Contractor shall provide adequate resources to execute the work. The supplier to ensure that all personnel working under this contract are adequately trained to use all types of equipment's prior to the commencement of the contract. The Contractor shall also provide to the Service Manager an organization chart showing the personnel to be employed for the works, along with a detailed CV of all key personnel.

1.8 Project Methodology

The Contractor shall submit a detailed proposal outlining methodologies of how he intends on executing each Task Order issued.

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The Contractor shall provide a detailed Plan for Providing the Service for acceptance by the Service Manager, demonstrating how the services will be executed, managed, and controlled to meet the requirements of this contract, including compliance with Eskom standards and applicable legislation. The Contractor shall update the plan regularly and comply with the latest accepted version.

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:
Contract Kick-off meeting	Within two weeks of	MS-Teams	Contractor, Service Manager,

	contract start date		and relevant stakeholders i.e. grid personnel.
Risk register and compensation events	As and when required	On site (specified by the Service Manger) / Ms Teams	Employer, Contractor, Service Manager, Auditors and other relevant stakeholders
Overall contract progress and feedback	As and when required	On site (specified by the Service Manger) / Ms Teams	<i>Employer, Contractor</i> and other relevant stakeholders
Work stoppage meetings	As and when required	On site (specified by the Service Manger) / Ms Teams	Employer, Contractor, Service Manager and other relevant stakeholders
Audit meetings	As and when required	On site (specified by the Service Manger) / Ms Teams	Employer, Contractor, Service Manager, Auditors and other relevant stakeholders
Incidents Investigation meetings	As and when required	On site (specified by the Service Manger) / Ms Teams	Employer, Contractor, Service Manager and other relevant stakeholders

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

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

2.3 Contractor's management, supervision and key people

The Contractor shall provide adequate resources to execute the work. The supplier to ensure that all personnel working under this contract are adequately trained to use all types of equipment's prior to the commencement of the contract. The Contractor shall also provide to the Service Manager an organization chart showing the personnel to be employed for the works, along with a detailed CV of all key personnel.

- All staff working on Employer's premises shall adhere to access control requirements of the specific site.
- Contractors staff to be clearly identifiable.
- The Contractor shall keep signed attendance records/register for Audit purposes.

2.4 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.

2.5 Documentation control

All

2.6 Reporting and Records

The Contractor shall submit and maintain a Plan for Providing the Service in accordance with Clause 31 of the NEC3 Term Service Contract. The plan shall describe the Contractor's proposed methodology, programme, resource allocation, risk management approach, and arrangements for compliance with health, safety, environmental, and quality requirements. The Contractor shall revise the plan as necessary to reflect actual progress and any changes to the scope or circumstances, and shall not commence or continue services without acceptance of the plan by the Service Manager.

2.7 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 4710303126;
- 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;

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

Invoices and Additional Information

- NTCSA order number must be clearly indicated on the invoice with the line number on the order for billing.
- Only PDF invoices must be submitted.
- Each PDF file should contain, one debit, and credit note only as NTCSA's SAP system does not support more than one PDF being linked into workflow at a time.
- System does not support more than one PDF being linked into workflow at a time. system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to an NTCSA email address (see the email address below).
- When it comes to foreign invoices, suppliers will be required to physical deliver the hard
- Copies of original documents to the respective documentation management centers □ though
- Invoices emailed. NTCSA is still seeking clarity from the South African Reserve Bank for foreign
- Invoices and currency. Current requirements are that these manual invoices should be submitted. Invoice copy can be sent to the email address indicated below.
- All submitted invoices electronically must comply with the Tax Requirements.
- If there is a Cost Price Adjustment on the invoice, NTCSA recommends separate invoice for
- CPA to avoid delays on payment, if there are issues for the CPA.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all
- invoices and ensure that no invoices get lost. If the goods receipt is not done, the invoice will

- be parked, and the system will automatically send an email to the end user to do good receipt.
- This is also tracked by NTCSA through the park invoice report.
- The Contractor can request a park invoice report from the Finance Shared Services (FSS)
- contact centre which can then be followed up and corrected.
- The Contractor is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted Invoicesntcsalocal@ntcsa.co.za

Follow-up with Finance Shared Services (FSS):

All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email fss@eskom.co.za

Introducing electronic invoicing does not guarantee payment but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is not done, the invoice will be parked, and the system will automatically send an email to the end user to do the GR. This is also tracked by NTCSA through the parked invoice report).

2.8 Contract change management

Changes to the contract will be notified and addressed as per the NEC3 – TSC3 and as per NTCSA's internal Governance Processes for approval. Modifications to work/service can only resume once NTCSA approval is obtained and as instructed by the NTCSA Representative (Service Manager).

2.9 Records of Defined Cost to be kept by the Contractor

As a control measure, it is required for the Contractor to maintain record keeping of all defined cost items for the purpose of compensation event management. A schedule of these cost components may not be listed in the contract price list should be provided when required.

2.10 Insurance provided by the Employer

Refer to Z12 in Data by Employer document.

2.11 Training workshops and technology transfer

Where training is required, copies of all training certificates must be submitted to the employer for record-keeping and audit purposes.

2.12 Design and supply of Equipment

The Contractor bears responsibility for providing all necessary equipment on-site. All equipment supplied by the Contractor must meet the SABS standard and be of good quality. No payment will be made for the standing time of equipment on-site. Faulty equipment or machinery must not remain on-site for more than five working days. The Contractor is prohibited from storing or retaining any irrelevant equipment or tools at the service site. Any breakdowns of plant and equipment must be promptly reported to the Employer (Service Manager).

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

2.13.1 Equipment

Reference is made to Clause 7.2 of the NEC3 TSC.

2.13.2 Information and other things

At the end of service contract, the Contractor must provide the following information.

- Consolidated health and safety file,

- Employers' investigation reports and all supporting documents.
- All contract's reports in relation to this service contract.
- All defined cost documents.
- All historical invoicing and the signed delivery notes for the service
- Summary of lessons learned and safety observation during the contract period.
- Summary of training undertaken by the Contractor's employees over the duration of the contract.
- Copy of all monthly reports.
- Summary of all quantity of items supplied by Contractor as per the Price List for the duration of the contract.
- Training records.

2.14 Management of work done by Task Order

- The Contractor must submit a quotation against the tendered rates.
- The Contractor shall receive the task order prior the start of any work on site.
- No work will commence without an official and approved task order.
- The Employer will not process any contracts payments deviating from the approved contract values and terms.
- The Employer will scrutinize each invoice against the contracted hours worked/number of employees prior to approval or the processing of payments.
- The Contractor will comply with the Employer Building Safety Health and Evacuation requirements by completing and signing the building visitors register with every visit.
- Other than emergency work requests, no works shall proceed without an approved task order.
- An approved task order shall bear the signature of Contractor representative and NTCSA Representative (Service Manager).
- Discretion of the Contractor and Service Manger shall apply in determining and interpreting emergency requests to ratify works done without an approved task order.

The Contractor will not be compensated for works that proceed without an approved task order unless the task order is ratified at the discretion of the Service Manager and Supervisor. Reasons shall be in writing to the Contractor to request ratification for compensation events with any works done without the approved task order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Contractor shall conform and comply with the following standards and legislation below:

- Issued Health and Safety and Environment Specification
- Basic Condition of Employment Act No. 75 of 1997
- Occupational Health and Safety Act and Regulations No. 85 of 1993
- 32 – 37 Eskom Substance Abuse Procedure
- 240-62196227 Life- Saving Rules
- 32-95 Occupational Health and Safety Incident Management
- 32-727 SHEQ Policy
- 32- 418 Working at Heights Procedure
- ISO 9001: Quality management system
- ISO 45001: Occupational Health and Safety Management System
- Eskom's Covid-19 Health and Safety Policy statement
- National Road Traffic Management Act.
- Eskom Risk Assessment Procedure 32-520
- Employees Right of Refusal to Work in an Unsafe Situation Procedure 240-43843827

3.2 Environmental constraints and management

The Contractor shall conform and comply with the following standards and legislation below:

- Issued Health and Safety and Environment Specification
- National Environmental Management Act 107 of 1998.
- National Environmental Management Waste Act 59 of 2008.
- Environmental Incident Management Procedure 240-133087117
- Waste Management Standard 32-245
- 32-727 SHEQ Policy
- ISO 14001: Environmental Management System
- The Contractor to clean up hazardous material spillages (and oil spillages).

3.3 Quality assurance requirements

The Contractor shall conform with the following standards and documents below:

- Quality Management Specification
- ISO 9001 Quality Management Systems – Requirements
- 32-727: Safety, Health, Environment, and Quality (SHEQ) Policy
- 240-12248652 Supplier Quality Management: List of Tender Returnables

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

The Contractor shall conduct criminal, and site clearance checks of its employees (before offer of employment).

4.1.2 BBBEE and preferencing scheme

All tenderers must at a minimum maintain their B-BBEE status throughout the contract period.

4.1.3 Supplier Development Localisation and Industrialisation (SDL&I)

SDL&I contractual obligations

Job Opportunities / Creation

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

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

Skill Development:

NTCSA Category Supplier proposal	Supplier proposal
University /University of Technology Bursary	

Local Procurement Content

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

Local Procurement Content	NTCSA target	Tenderer Proposal
	100%	

SDL&I Penalty and Performance Security

- NTCSA will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations. As security for the fulfilment of all SDL&I obligations, NTCSA will apply a penalty of 2.5% of every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter; or failure to meet the SDL&I obligations in a contract.

Reporting and Monitoring

- The suppliers shall on a monthly/quarterly basis submit a report to NTCSA in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.

- NTCSA shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by NTCSA that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award.
- The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated SDL&I criteria.
- The *Contractor's* failure to comply with his SDL&I 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

Not Applicable.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not Applicable.

4.2.3 Limitations on subcontracting

Not Applicable.

4.2.4 Attendance on subcontractors

Not Applicable

4.3 Plant and Materials

4.3.1 Specifications

The Contractor shall take reasonable care to acquire and maintain equipment that meets minimum legal requirements.

4.3.2 Correction of defects

As per the NEC3 TSC.

4.3.3 *Contractor's* procurement of Plant and Materials

The Contractor is responsible for the procurement and supply of all Plant and Materials required to Provide the Service, ensuring that such Plant and Materials are of suitable quality and fit for purpose. All chemicals supplied and used on site shall be accompanied by current Safety Data Sheets (SDS) and shall comply with the requirements of the Globally Harmonised System (GHS) for classification and labelling.

The Contractor shall, upon request by the Employer or Service Manager, provide Safety Data Sheets, proof of purchase, and any other relevant documentation for all chemicals, equipment, and materials used on site.

4.3.4 Tests and inspections before delivery

Not Applicable

4.3.5 Plant & Materials provided “free issue” by the *Employer*

Not Applicable

4.3.6 Cataloguing requirements by the *Contractor*

Not Applicable

5 Working on the Affected Property

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

The Contractor must comply with all Employer site access, security procedures, permit requirements, and site regulations when entering and working on the Affected Property, ensuring that all personnel adhere to established rules and obtain the necessary authorisations before commencing work.

5.2 People restrictions, hours of work, conduct and records

The Contractor must ensure all personnel are qualified, comply with Eskom rules and legal requirements, and work within approved hours unless authorised otherwise. Staff must behave professionally, and any unsuitable personnel must be removed when required. The Contractor must also keep accurate personnel records and make them available for inspection.

Normal working hours for the sites access is between 07h00 and 16h00 from Mondays to Fridays. Weekends and public holidays work will be as per the Service Manager's request or instruction.

5.3 Health and safety facilities on the Affected Property

The Contractor must provide and maintain all required health and safety facilities on site, ensuring compliance with OHS Act and Eskom requirements. Where the Employer provides facilities, the Contractor must use them responsibly and ensure all personnel adhere to site safety rules, maintaining all facilities in a safe and serviceable condition.

5.4 Cooperating with and obtaining acceptance of Others

The Contractor must cooperate with the Employer, Service Manager, and all stakeholders by providing necessary information, coordination, and access to ensure smooth execution of the services. The Contractor is responsible for obtaining all required approvals and submitting relevant documentation before starting work. They must also ensure their activities do not disrupt others and must resolve any issues promptly through the early warning process (Clause 16).

5.5 Records of *Contractor's* Equipment

The Contractor must keep accurate records of all equipment used, ensure it is safe, compliant, and properly maintained, and make records available for inspection. Any unsafe or non-compliant equipment must be immediately removed and replaced at no cost to the Employee

5.6 Equipment provided by the *Employer*

Not Applicable.

5.7 Site services and facilities

5.7.1 Provided by the *Employer*

The Employer provides certain facilities, information, and access required for the services, and the Contractor must use these responsibly in accordance with the contract and site requirements.

Should work be carried out in a yard where there are no ablution facilities, the Contractor should make arrangements and provide its employees with portable toilets.

5.7.2 Provided by the *Contractor*

The Contractor is responsible for providing all necessary resources, equipment, materials, and facilities required to deliver the services, ensuring they are suitable, available when needed, and compliant with all relevant standards and contract requirements

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

Annexure A

Schedule of Deficiency and Penalties

Low Service Damages shall be applied for each service failure identified by the Service Manager. Repeated non-conformances may result in escalation, corrective action requests, suspension of Task Orders, or termination in accordance with the NEC3 TSC contract provisions.

Deficiency	Penalty	Frequency
Failure to collect waste on the scheduled date	5% of Task Order value	Per incident
Failure to respond to emergency waste removal within contractual response time	2% of Task Order value	Per incident
Overflowing waste bins due to missed collection	R2,000 per occurrence plus immediate rectification	Per incident
Failure to remove hazardous waste within agreed timeframe	5% of Task Order value and immediate removal	Per incident
Failure to provide Waste Disposal Certificates within 7 days of disposal	R1,000 per outstanding certificate	Per certificate
Failure to provide Waste Disposal Certificates within 7 days of disposal	10% of Task Order Value and recovery of all associated costs	Per incident
Illegal dumping of waste	10% of Task Order Value plus recovery of remediation costs	Per incident
Failure to segregate waste streams as specified	R1,500 per occurrence	Per incident
Failure to maintain waste storage areas in a clean and safe condition	R1,000 per occurrence	Per inspection
Failure to provide sufficient bins, skips or containers as required	R2,000 per occurrence	Per incident
Failure to replace damaged bins or skips within agreed period	R1,500 per occurrence	Per incident
Non-compliance with environmental legislation or permit requirements	10% of Task Order Value plus any regulatory penalties incurred	Per incident
Failure to submit monthly waste management reports on time	R1,000 per report	Per report
Failure to provide adequate PPE to waste handling personnel	R2,000 per occurrence	Per inspection
Failure to attend scheduled contract performance meetings	R1,000 per meeting	Per meeting
Poor housekeeping resulting in litter accumulation at site	R1,000 per occurrence	Per inspection
Repeat occurrence of the same deficiency within a calendar month	Double the applicable penalty	Per repeat incident
Failure to close a corrective action within agreed timeframe	R500 per day	Per day

Escalation for Repeated Non-Performance

Occurrence	Action
1st Occurrence	Early Warning
2nd Occurrence	Penalty Applied + Corrective Action Plan
4th Occurrence	Referral for Contract Review and Contract Termination consideration.