

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.



NEC3 Term Service Contract (TSC3)

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

and

for Safely removal of snakes bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

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Enquiry No. :

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

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PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

Safely removal of Snakes and Bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

The Contractor, 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 Contractor, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Contractor 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
	(in words) Rate Based Contract	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R

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 Contractor before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Contractor becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the Contractor:

(Insert name and address of organisation)

Name &
signature of
witness

Date

Contractor'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*.

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Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Contractor'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 Contractor's Offer shall form an agreement between the Employer and the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

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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 Contractor'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		N/A
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the Contractor 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 Contractor 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 Contractor 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 Contractor:

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

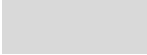
Date

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C1.2a Contract Data provided by the Employer

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:	
	 dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure
		X1: Price adjustment for inflation X2: Changes in the law Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 5085
10.1	The Contact person is (name):	Anastacia Raphasha
	Address	92 Hans van Rensburg Str, Polokwane, 0700
	Tel	011 800 5085
	Fax	N/A
	e-mail	raphasam@eskom.co.za
11.2(2)	The Affected Property is	Distribution Limlanga cluster

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

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11.2(13)	The <i>service</i> is	Safely removal of bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER on an as when required basis over a period of 5 years.
11.2(14)	The following matters will be included in the Risk Register	1. Late response to the task order. 2. Non- compliance of terms and conditions of the contract.
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	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	60 months
4	Testing and defects	
		As per terms and conditions of the NEC3 Term Service Contract April 2013³ (TSC3)
40	Tests and inspections	
40.1	This clause only applies to tests and inspections required by the Service Information or the applicable law.	
40.2	The <i>Contractor</i> and the <i>Employer</i> provide materials, facilities and samples for tests and inspections as stated in the Service Information	
40.3	The <i>Contractor</i> and the <i>Service Manager</i> each notifies the other of each of his tests and inspections before it starts and afterwards notifies the other of its results. The <i>Contractor</i> notifies the <i>Service Manager</i> in time for a test or inspection to be arranged and done before doing work which would obstruct the test or inspection. The <i>Service Manager</i> may watch any test done by the <i>Contractor</i> .	
40.4	If a test or inspection shows that any work has a Defect, the <i>Contractor</i> repeats the work if possible and the test or inspection is repeated.	
40.5	The <i>Service Manager</i> does his tests and inspections without causing unnecessary delay to the work.	
40.6	The <i>Service Manager</i> assesses the cost incurred by the <i>Employer</i> in repeating a test or	

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inspection after a Defect is found. The *Contractor* pays the amount assessed.

41	Testing and inspection before delivery	
41.1	The <i>Contractor</i> does not deliver those Plant and Materials which the Service Information states are to be tested or inspected before delivery until the <i>Service Manager</i> has notified the <i>Contractor</i> that they have passed the test or inspection.	
42	Notifying and correcting Defects	
42.1	Until the end of the <i>service period</i> , the <i>Service Manager</i> notifies the <i>Contractor</i> of each Defect as soon as he finds it and the <i>Contractor</i> notifies the <i>Service Manager</i> of each Defect as soon as he finds it. The <i>Contractor</i> corrects a Defect whether or not the <i>Service Manager</i> notifies him of it.	
42.2	The <i>Contractor</i> corrects notified Defects within a time which minimises the adverse effect on the <i>Employer</i> or Others. If the <i>Contractor</i> does not correct a Defect within the time required by this contract, the <i>Service Manager</i> assesses the cost to the <i>Employer</i> of having the Defect corrected by other people and the <i>Contractor</i> pays this amount.	
42.3	The <i>Service Manager</i> arranges for the <i>Employer</i> to allow the <i>Contractor</i> access if it is needed for correcting a Defect.	
43	Accepting Defects	
43.1	The <i>Contractor</i> and the <i>Service Manager</i> may each propose to the other that the Service Information should be changed so that a Defect does not have to be corrected. If the <i>Contractor</i> and the <i>Service Manager</i> are prepared to consider the change, the <i>Contractor</i> submits a quotation for reduced Prices to the <i>Service Manager</i> for acceptance. If the <i>Service Manager</i> accepts the quotation, he gives an instruction to change the Service Information and the Prices accordingly.	
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	3 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

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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	As per terms and conditions of the NEC3 Term Service Contract April 2013 ⁴ (TSC3)
60.1	The following are compensation events. (1) The <i>Service Manager</i> gives an instruction changing the Service Information except • a change made in order to accept a Defect or • a change to the Service Information provided by the <i>Contractor</i> for his plan which is made either at his request or to comply with other Service Information provided by the <i>Employer</i>. (2) The <i>Employer</i> does not provide the right of access to the Affected Property in accordance with the Accepted Plan. (3) The <i>Employer</i> does not provide something which he is to provide as stated in the Service Information in accordance with the Accepted Plan. (4) The <i>Service Manager</i> gives an instruction to stop or not to start any work. (5) The <i>Employer</i> or Others do not work in accordance with the Accepted Plan or within the conditions stated in the Service Information. (6) The <i>Service Manager</i> does not reply to a communication from the <i>Contractor</i> within the period required by this contract. (7) The <i>Service Manager</i> changes a decision which he has previously communicated to the <i>Contractor</i>. (8) The <i>Service Manager</i> withholds an acceptance (other than acceptance of a quotation for not correcting a Defect) for a reason not stated in this contract. (9) A test or inspection done by the <i>Service Manager</i> causes unnecessary delay. (10) A change to the Affected Property other than a change as a result of Providing the Service. (11) The <i>Employer</i> does not provide materials, facilities and samples for tests and inspections as stated in the Service Information. (12) An event which is an <i>Employer's</i> risk in this contract. (13) The <i>Service Manager</i> notifies a correction to an assumption which he has stated about a compensation event. (14) A breach of contract by the <i>Employer</i> which is not one of the other compensation events in this contract.	
61	Notifying compensation events	
61.1	For compensation events which arise from the <i>Service Manager</i> giving an instruction, changing an earlier decision or correcting an assumption, the <i>Service Manager</i> notifies the <i>Contractor</i> of the compensation event at the time of that communication. He also instructs the <i>Contractor</i> to submit quotations, unless the event arises from a fault of the <i>Contractor</i> or quotations have already been submitted. The <i>Contractor</i> puts the instruction or changed decision into effect.	
61.2	The <i>Service Manager</i> may instruct the <i>Contractor</i> to submit quotations for a proposed instruction or a proposed changed decision. The <i>Contractor</i> does not put a proposed instruction or a	

⁴ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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proposed changed decision into effect.

61.3	The <i>Contractor</i> notifies the <i>Service Manager</i> of an event which has happened or which he expects to happen as a compensation event if - the <i>Contractor</i> believes that the event is a compensation event and - the <i>Service Manager</i> has not notified the event to the <i>Contractor</i>. If the <i>Contractor</i> 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 unless the event arises from the <i>Service Manager</i> giving an instruction, changing an earlier decision or correcting an assumption.
61.4	If the <i>Service Manager</i> decides that an event notified by the <i>Contractor</i> - arises from a fault of the Contractor, - has not happened and is not expected to happen, - has no effect upon Defined Cost or - is not one of the compensation events stated in this contract he notifies the <i>Contractor</i> of his decision that the Prices are not to be changed. If the <i>Service Manager</i> decides otherwise, he notifies the <i>Contractor</i> accordingly and instructs him to submit quotations. The <i>Service Manager</i> notifies his decision to the <i>Contractor</i> and, if his decision is that the Prices are to be changed, instructs him to submit quotations before the end of either - one week after the <i>Contractor's</i> notification or - a longer period to which the <i>Contractor</i> has agreed. If the <i>Service Manager</i> does not notify his decision, the <i>Contractor</i> may notify the <i>Service Manager</i> of his failure. A failure by the <i>Service Manager</i> to reply within two weeks of this notification is treated as acceptance by the <i>Service Manager</i> that the event is a compensation event and an instruction to submit quotations.
61.5	If the <i>Service Manager</i> decides that the <i>Contractor</i> did not give an early warning of the event which an experienced contractor could have given, he notifies this decision to the <i>Contractor</i> when he instructs him to submit quotations.
61.6	If the <i>Service Manager</i> decides that the effects of a compensation event are too uncertain to be forecast reasonably, he states assumptions about the event in his instruction to the <i>Contractor</i> to submit quotations. Assessment of the event is based on these assumptions. If any of them is later found to have been wrong, the <i>Service Manager</i> notifies a correction.
61.7	A compensation event is not notified after the end of the <i>service period</i>.
62	Quotations for compensation events
62.1	After discussing with the <i>Contractor</i> different ways of dealing with the compensation event which are practicable, the <i>Service Manager</i> may instruct the <i>Contractor</i> to submit alternative quotations. The <i>Contractor</i> submits the required quotations to the <i>Service Manager</i> and may submit quotations for other methods of dealing with the compensation event which he considers practicable.
62.2	Quotations for compensation events comprise proposed changes to the Prices assessed by the <i>Contractor</i>. The <i>Contractor</i> submits details of his assessment with each quotation. If the plan for remaining work is altered by the compensation event, the <i>Contractor</i> includes the alterations to the Accepted Plan in his quotation.
62.3	The <i>Contractor</i> submits quotations within three weeks of being instructed to do so by the <i>Service Manager</i>. The <i>Service Manager</i> replies within two weeks of the submission. His reply is - an instruction to submit a revised quotation, - an acceptance of a quotation,

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- a notification that a proposed instruction will not be given or a proposed changed decision will not be made or

a notification that he will be making his own assessment.

62.4	The <i>Service Manager</i> instructs the <i>Contractor</i> to submit a revised quotation only after explaining his reasons for doing so to the <i>Contractor</i> . The <i>Contractor</i> submits the revised quotation within three weeks of being instructed to do so.
62.5	The <i>Service Manager</i> extends the time allowed for • the <i>Contractor</i> to submit quotations for a compensation event and • the <i>Service Manager</i> to reply to a quotation if the <i>Service Manager</i> and the <i>Contractor</i> agree to the extension before the submission or reply is due. The <i>Service Manager</i> notifies the extension that has been agreed to the <i>Contractor</i>. If the <i>Service Manager</i> does not reply to a quotation within the time allowed, the <i>Contractor</i> may notify the <i>Service Manager</i> of his failure. If the <i>Contractor</i> submitted more than one quotation for the compensation event, he states in his notification which quotation he proposes is to be accepted. If the <i>Service Manager</i> does not reply to the notification within two weeks, and unless the quotation is for a proposed instruction or a proposed changed decision, the <i>Contractor's</i> notification is treated as acceptance of the quotation by the <i>Service Manager</i>.
63	Assessing compensation events
63.1	For a compensation event which only affects the quantities of work shown in the Price List, the change to the Prices is assessed by multiplying the changed quantities of work by the appropriate rates in the Price List.
63.2	For other compensation events, the changes to the Prices are assessed as the effect of the compensation event upon • the actual Defined Cost of the work already done, • the forecast Defined Cost of the work not yet done and • the resulting Fee. If the compensation event arose from the <i>Service Manager</i> giving an instruction, changing an earlier decision or correcting an assumption, the date which divides the work already done from the work not yet done is the date of that communication. In all other cases, the date is the date of the notification of the compensation event. Effects on the Defined Cost are assessed separately for • people who are employed by the <i>Contractor</i>, • Plant and Materials, • work subcontracted by the <i>Contractor</i> and • Equipment. The <i>Contractor</i> shows how each of these effects is built up in each quotation for a compensation event.
63.3	If the <i>Service Manager</i> and the <i>Contractor</i> agree, rates and Prices in the Price List may be used as a basis for assessment instead of Defined Cost and the resulting Fee.
63.4	If the effect of a compensation event is to reduce the total Defined Cost, the Prices are not reduced except as stated in this contract.
63.5	The rights of the <i>Employer</i> and the <i>Contractor</i> to changes to the Prices are their only rights in respect of a compensation event.
63.6	If the <i>Service Manager</i> has notified the <i>Contractor</i> of his decision that the <i>Contractor</i> did not give an early warning of a compensation event which an experienced contractor could have given,

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the event is assessed as if the *Contractor* had given early warning.

63.7	Assessment of the effect of a compensation event includes risk allowances for cost for matters which have a significant chance of occurring and are at the <i>Contractor's</i> risk under this contract.
63.8	Assessments are based upon the assumptions that the <i>Contractor</i> reacts competently and promptly to the compensation event, that any Defined Cost due to the event is reasonably incurred and that the Accepted Plan can be changed.
63.9	A compensation event which is an instruction to change the Service Information in order to resolve an ambiguity or inconsistency is assessed as if the Prices were for the interpretation most favourable to the Party which did not provide the Service Information.

64 The Service Manager's assessments

64.1	The <i>Service Manager</i> assesses a compensation event • if the <i>Contractor</i> has not submitted a quotation and details of his assessment within the time allowed, • if the <i>Service Manager</i> decides that the <i>Contractor</i> has not assessed the compensation event correctly in a quotation and he does not instruct the <i>Contractor</i> to submit a revised quotation, • if, when the <i>Contractor</i> submits quotations for a compensation event, he has not submitted a plan or alterations to a plan which this contract requires him to submit or if, when the <i>Contractor</i> submits quotations for a compensation event, the <i>Service Manager</i> has not accepted the <i>Contractor's</i> latest plan for one of the reasons stated in this contract.
64.2	The <i>Service Manager</i> notifies the <i>Contractor</i> of his assessment of a compensation event and gives him details of it within the period allowed for the <i>Contractor's</i> submission of his quotation for the same event. This period starts when the need for the <i>Service Manager's</i> assessment becomes apparent.
64.3	If the <i>Service Manager</i> does not assess a compensation event within the time allowed, the <i>Contractor</i> may notify the <i>Service Manager</i> of his failure. If the <i>Contractor</i> submitted more than one quotation for the compensation event, he states in his notification which quotation he proposes is to be accepted. If the <i>Service Manager</i> does not reply within two weeks of this notification the notification is treated as acceptance of the <i>Contractor's</i> quotation by the <i>Service Manager</i> .

65 Implementing compensation events

65.1	A compensation event is implemented when • the <i>Service Manager</i> notifies his acceptance of the <i>Contractor's</i> quotation, • the <i>Service Manager</i> notifies the <i>Contractor</i> of his own assessment or a <i>Contractor's</i> quotation is treated as having been accepted by the <i>Service Manager</i>.
65.2	The assessment of a compensation event is not revised if a forecast upon which it is based is shown by later recorded information to have been wrong.

7	Use of Equipment Plant and Materials	As per terms and conditions of the NEC3 Term Service Contract April 2013 ⁵ (TSC3)
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8 Risks and insurance

⁵ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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80.1	These are additional <i>Employer's</i> risks	1. as stated for "Format TSSC3" available on http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	None
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
9	Termination	As per terms and conditions of the NEC3 Term Service Contract April 2013⁶ (TSC3).
90.1	If either Party wishes to terminate the <i>Contractor's</i> obligation to Provide the Service, he notifies the <i>Service Manager</i> and the other Party giving details of his reason for terminating. The <i>Service</i>	

⁶ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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Manager issues a termination certificate to both Parties promptly if the reason complies with this contract.

90.2	Terminating Party	Reason	Procedure	Amount due	The <i>Contractor</i> may terminate only for a reason identified in the Termination Table. The <i>Employer</i> may terminate for
	The <i>Employer</i>	A reason other than R1–R21	P1, P2 and P4	A1, A2 and A4	
		R1–R15 or R18	P1, P2, P3 and P4	A1, A2 and A3	
		R17 or R20	P1 and P4	A1 and A2	
		R21	P1, P3 and P4	A1 and A2	
	The <i>Contractor</i>	R1–R10, R16 or R19	P1, P2 and P4	A1, A2 and A4	
		R17 or R20	P1, P2 and P4	A1 and A2	

any reason. The procedures followed and the amounts due on termination are in accordance with the Termination Table.

TERMINATION TABLE

90.3	The procedures for termination are implemented immediately after the <i>Service Manager</i> has issued a termination certificate.
90.4	Within thirteen weeks of termination, the <i>Service Manager</i> certifies a final payment to or from the <i>Contractor</i> which is the <i>Service Manager's</i> assessment of the amount due on termination less the total of previous payments. Payment is made within three weeks of the <i>Service Manager's</i> certificate.
90.5	After a termination certificate has been issued, the <i>Contractor</i> does no further work necessary to Provide the Service.

91 Reasons for termination

91.1	Either Party may terminate if the other Party has done one of the following or its equivalent. • If the other Party is an individual and has • presented his petition for bankruptcy (R1), • had a bankruptcy order made against him (R2), • had a receiver appointed over his assets (R3) or • made an arrangement with his creditors (R4). • If the other Party is a company or partnership and has • had a winding-up order made against it (R5), • had a provisional liquidator appointed to it (R6), • passed a resolution for winding-up (other than in order to amalgamate or reconstruct) (R7), • had an administration order made against it (R8), • had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets (R9) or made an arrangement with its creditors (R10).
91.2	The <i>Employer</i> may terminate if the <i>Service Manager</i> has notified that the <i>Contractor</i> has defaulted in one of the following ways and not put the default right within four weeks of the notification. • Substantially failed to Provide the Service (R11).

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	Not provided a bond or guarantee which this contract requires (R12). Appointed a Subcontractor for substantial work before the <i>Service Manager</i> has accepted the Subcontractor (R13).
91.3	The <i>Employer</i> may terminate if the <i>Service Manager</i> has notified that the <i>Contractor</i> has defaulted in one of the following ways and not stopped defaulting within four weeks of the notification. Substantially hindered the <i>Employer</i> or Others (R14). Substantially broken a health or safety regulation (R15).
91.4	The <i>Contractor</i> may terminate if the <i>Employer</i> has not paid an amount due under the contract within eleven weeks of the date that it should have been paid (R16).
91.5	Either Party may terminate if the Parties have been released under the law from further performance of the whole of this contract (R17).
91.6	If the <i>Service Manager</i> has instructed the <i>Contractor</i> to stop or not to start any substantial work or all work and an instruction allowing the work to re- start or start has not been given within thirteen weeks, - the <i>Employer</i> may terminate if the instruction was due to a default by the <i>Contractor</i> (R18), - the <i>Contractor</i> may terminate if the instruction was due to a default by the <i>Employer</i> (R19) and either Party may terminate if the instruction was due to any other reason (R20).
91.7	The <i>Employer</i> may terminate if an event which the Parties could not reasonably prevent has substantially affected the <i>Contractor's</i> work for a continuous period of more than thirteen weeks (R21).
92	Procedures on termination
92.1	On termination, the <i>Employer</i> may complete the <i>service</i> and may use any Plant and Materials provided by the <i>Contractor</i> (P1).
92.2	The procedure on termination also includes one or more of the following as set out in the Termination Table. P2 The <i>Employer</i> may instruct the <i>Contractor</i> to remove any Equipment, Plant and Materials and assign the benefit of any subcontract or other contract related to performance of this contract to the <i>Employer</i>. P3 The <i>Employer</i> may use any Equipment to which the <i>Contractor</i> has title to complete the <i>service</i>. The <i>Contractor</i> promptly removes the Equipment when the <i>Service Manager</i> notifies him that the <i>Employer</i> no longer requires it to complete the <i>service</i>. P4 The <i>Contractor</i> provides to the <i>Employer</i> information and other things which the Service Information states he is to provide at the end of the <i>service period</i>.
93	Payment on termination
93.1	The amount due on termination includes (A1) - an amount due assessed as for normal payments, - the Defined Cost for Plant and Materials - which have been delivered and retained by the <i>Employer</i> or - which the <i>Employer</i> owns and of which the <i>Contractor</i> has to accept delivery, - other Defined Cost reasonably incurred in expectation of completing the whole of the <i>service</i> and any amounts retained by the <i>Employer</i>.

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93.2	The amount due on termination also includes one or more of the following as set out in the Termination Table.
A2	The forecast Defined Cost of removing the Equipment.
A3	A deduction of the forecast of the additional cost to the <i>Employer</i> of completing the whole of the <i>service</i> .
A4	The <i>direct fee percentage</i> applied to for Options A and C, any excess of the total of the Prices at the Contract Date over the Price for Services Provided to Date or for Option E, any excess of the first forecast of the Defined Cost for the <i>service</i> over the Price for Services Provided to Date less the Fee.

10 Data for main Option clause

A	Priced contract with price list		
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	2 weeks.	
C	Target contract with price list		
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	2 Weeks	
50.6	The <i>exchange rates</i> are those published in	[•] on [•] (date)	
53.1	The <i>Contractor's</i> share percentages and the share ranges are	share range less than [•] % from [•]% to [•]% from [•]% to [•]% greater than [•]%	Contractor's share %-age [•]% [•]% [•]% [•]%
53.3	The <i>Contractor's</i> share is assessed on (dates)		
E	Cost reimbursable contract		
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	weeks /months	
	The <i>exchange rates</i> are those published in	[•] on [•] (date)	

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).
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Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

Address

Tel No.

Fax No.

e-mail

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	The rates will be fixed and firm for the first 12 months of the contract. At the anniversary date of the contract start the prices will be adjusted in accordance with the published CPI for goods purchased and service to be provided. SEIFSA indices on Table D will be applicable for services and Table L1-L2 will be used for Transport.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		65%	Service (CPI)	SEIFSA Table D
		20%	Transport	SEIFSA Table L1-L2
		15%	non-adjustable	
		100%		

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X2	Changes in the law	As per terms and conditions of the NEC3 Term Service Contract April 2013⁷ (TSC3)
X17	Low service damages	
X17.1	The <i>service level table</i> is	0.5% of the Task Order value per complete week of delay.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Contracts/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	52 months after the end of the <i>service period</i>.

⁷ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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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
X20	Key Performance Indicators (not used when Option X12 applies)
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

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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.

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Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

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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.

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Annexure A: Insurance provided by the Employer

These notes are provided as guidance to contracting contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, contracting contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Contracting contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the contracting contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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

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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	Minimum amount of cover or minimum limit
---------------------------	--

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

of policy	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.

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

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.

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

- 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.

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

C1.2b Contract Data provided by the Contractor

Part two - Data provided by the Contractor

[Instructions to the contract compiler: (delete this notes before issue to Contractors 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)⁸ in order to understand the implications of this Data which the Contractor 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:	

⁸ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

- 2 Name:
 Job
 Responsibilities:
 Qualifications:
 Experience:

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

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(19)	The Contracted total of the Prices is _____ Rates based contract
C	Target contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(20)	The Contracted total of the Prices is _____ R
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in _____

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

C1.3 Proforma Guarantees

Pro formas for Bonds & Guarantees- NOT APLICABLE FOR THIS CONTRACT

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 *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

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.

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Pro forma Parent Company Guarantee (for use with Option X4) – Not applicable

(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.

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

Signed at _____ on this _____ day of _____ 200_

Signature(s)	
Name(s) (printed)	
Position in parent company	
Signature of Witness(s)	
Name(s) (printed)	

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

Pro forma Performance Bond – Demand Guarantee (for use with Option X13) – Not applicable

(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:

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

- 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 _____

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

Pro forma ASGI-SA Guarantee

(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

Pro-Forma ASGI-SA 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 Project, entered into between the *Employer* 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 "*Contractor's ASGI-SA Obligations*" – means the *Contractor's ASGI-SA Obligations* under and as defined in the Contract.
- 1.6 "*Employer*" - 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.
- 1.7 "Expiry Date" - means the [●] day of [●] 200[●]; *[Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]*
- 1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
- 1.9 "Project" – means the

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 the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's ASGI-SA Obligations* and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

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3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 state the amount claimed ("the Demand Amount");
 - 3.2 state that the Demand Amount is payable to the *Employer* 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 the *Employer* and the *Contractor*.
6. The *Employer* 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 the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* 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 the *Employer* 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

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	37
C2.2	The <i>price list</i>	38

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

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 - 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 Contractors 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.

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

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 Contracted 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.

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

C2.2 the *price list*

Note: The contractor will be required to submit an Early warning for Miscellaneous works to be done, upon which the Project manager will approve/disapprove the Miscellaneous works specified in the Early Warning and quotation/s thereof (3 Quotations to be submitted in case of material purchase at cost plus 10%). Miscellaneous work will then be included in the invoice to be verified and reimbursed along with the original task order scope.

ENVIRONMENTAL BILL OF QUANTITIES			
PROJECT STEPS	DESCRIPTION OF TASKS	Unit	Unit Price
Emergency Standard Call-out Fee	Site inspection and Snake risks assessment. Snake Catch failure due to off-course	Each	
Catch and Remove for Relocation	Physical removal of a snake(s) to a safe environment including proper safety handling, removal tools, containment and relocation. Record keeping to be submitted	Each	
Removal of dead snake for Disposal	Physical removal of a dead snake(s) to a registered disposal environment. Record keeping to be submitted	Each	
Application of Snake repellent	Do not use poisonous chemicals and avoid killing snakes and causing harm to the environment. Product SDSs (Safety data sheets) required.	Each	
Safely remove the bees, hives and safe re-allocation from various structures (Proof of safe delivery- Certificate or letter)	Safely remove the bees, hives and safe re-allocation from various structures (Proof of safe delivery- Certificate or letter)	Each	
Miscellaneous	Any miscellaneous activities (To be Approved by end-user prior)	Each	
Travel cost /Km	Travel to Catch/assessment site/ Relocation site/ disposal site	km	

The total of the Prices

The rates will be fixed and firm for the first 12 months of the contract. At the anniversary date of the contract start the prices will be adjusted in accordance with the published CPI for goods purchased and service to be provided. SEIFSA indices on Table below:

Proportion	Description	Source Ind	Assess date
75%	Labour	Seifsa Table D	Contract start Date TBD
10%	Transport	Seifsa Table L1-L2	Contract start Date TBD
15%	Non-adjustable (minimum)		
100%	Total		

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

ACCEPTANCE BY THE CONTRACTOR

Tenderer's signature

Date:

.....

.....

PART C3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	<i>Employer's Service Information</i>	41

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

PART C3: SCOPE OF WORK

SCOPE OF WORK

Safely removal of bees found on various Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER.

The scope includes the provision of the following:

- Safely removal of snakes and bees-hives found on various Infrastructures, buildings and any Eskom equipment or near infrastructures and buildings.
- Catching and Transport: Safely capturing live snakes and Bees-hives using specialized equipment as prescribed
- Relocation: Transporting and releasing captured snakes and Bees-Hives into pre-approved, safe habitats within or near the property boundary, away from operational areas.
- Emergency Response: Providing 24/7 "as and when required" removal services, including after hours, weekends, and public holidays.
- Site Inspections: Conducting regular sweeps within and or near Eskom premises and infrastructures.
- Snakes repellent / Fumigation

Safety and Compliance Requirements

Snakes:

- Personal Protective Equipment (PPE): Use of mandated gear including safety shoes, overalls, and full-face masks or safety goggles (critical for spitting species like Rinkhals).
- Competency and Training: Handlers must be certified and undergo refresher training at least every two years.
- Regulatory Compliance: All work must align with the [National Environmental Management Act \(NEMA\)](#) and specific station Game Management Plans.
- Risk Assessment: Performing baseline and pre-task risk assessments to identify hazards before beginning removal.

Bees-Hives

1. Overalls /white zip up/ Full bee suits /one piece
2. Bee veils
3. Full bee suits /one piece
4. Gloves /PVC /leather
5. Gaiters
6. Footwear /leather boots /gumboots
7. White -thick socks
8. Cap
9. Night light /red

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years.

10. Applicable ladder to reach heights. (Working on heights equipment)
11. Fall arrest system (relevant training applicable)
12. Applicable emergency medicine in case of bee sting to allergic people.

3. Specialized Equipment

Snakes:

Contractors must provide all necessary tools, which typically include:

- Handling Tools: Snake tongs, hooks, and tubes.
- Containment: Secure, breathable, and escape-proof containers or bags for transport.
- Documentation: Maintenance of records for all equipment brought onto the property for removal permits upon completion.

Bees-Hives

- Bakkie - Applicable vehicle to do the task at hand.
- Hive tool.
- Smokers.
- See brush.
- Spade step ladder chain saw.
- Pickaxe and shovel.
- Bees Catch boxes.

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years

1. Job Description/Specifications

2. Specifications

The attached documents form part of this legal binding contract, the *Contractor* confirms that he has familiarized himself with all the embedded documents from 1 to 17 as indicated.

Do not print and send them when returning this contract

<u>No</u>	<u>UNIQUE IDENTIFIER</u>	<u>REVISION</u>	<u>DOCUMENT TITLE</u>
1	32 - 727	0	SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ) POLICY 32-727  1_Eskom SHEQ Policy 32-727.pdf
2	32 - 136	0	CONSTRUCTION SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT  2_Construction Safety Health and En
3	32-524	0	DEVELOPING A SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATION  3_Developing a Safety, Health and En
4	34 - 333	1	HEALTH AND SAFETY REQUIREMENTS TO BE MET BY PRINCIPAL CONTRACTORS EMPLOYED BY ESKOM DISTRIBUTION 34-333  4_Health and Safety Requirements to be n
5	32 - 421	1	ESKOM CARDINAL RULES 32-421  5_Eskom Cardinal Rules (32-421).pdf
6	CONSTRUCTION REG 3		NOTIFICATION OF CONSTRUCTION WORK TO DEPARTMENT OF LABOUR  6_Notification of Construction Work to
7	CONSTRUCTION REG 4 & 5		APPOINTMENT LETTERS FOR CLIENT REPRESENTATIVE, PRINCIPAL CONTRACTOR & CONTRACTOR  7_Appointment letters for Client repr
8 & 9	OHS ACT		WRITTEN AGREEMENT ON OHS ACT SECTION 37(2) & STANDARD CLAUSE   8_Written agreement on OHS A 9_Standard clause Eskom Contracts Sect

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years

10, 11 & 12	34 - 1063	0	EXPANDED PUBLIC WORKS REPORT 34-1063.  10_34-1063 EPWP Works Instruction.pdf  11_EPWP Guidelines Second edition 2005.  Eskom EPWP report template rev 7.xlsx
13	<u>DST 34-961</u>	0	LEGAL APPOINTMENTS AND AUTHORIZATIONS  13_Legal Appointments and Au
14	TPC 41-55		TRANSPORTING PERSONS ON BACK OF VEHICLES  14_Transporting of Passengers on the ba
15	LTIR	MASTER	LOST TIME INJURY REPORT  LTIR Master.xls
16	• Contractor Performance Evaluation	MASTER	 PA - Contractors.xlsx
17	• Supplier Contract Quality Requirements	MASTER	 QM-58 Supplier Contract Quality Req

Acknowledgement by Contractor

I/WE, ... DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS FROM 1 TO 11 IN PART **C3** OF THIS CONTRACT.

I/WE UNDERTAKE TO STUDY AND ABIDE BY THESE REQUIREMENTS AT ALL TIME.

SIGNED AT: ON THE DAY OF 20.....

3. Employer's requirements for the service

- All Service providers to report to the requestor before commencing with the work.
- All service providers to adhere to Eskom rules and regulations.
- Certificate of working at heights is required, if the service provider/ employee does not have a working at height certificate they need to do the training and obtain the certificate before they can be utilised by this contract.
- Where a specialised equipment (e.g Cherry picker) is required, service provider must first check with the requestor/Employer if they have the equipment to utilise before hiring the said equipment.
NB: The Service provider must first obtain approval from the contract manager before hiring any specialised equipment.
The service provider must provide proof of approval and approved quotation when submitting the final correct invoice.

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years

All suppliers shall comply with, but not limited to the following legislation during the period of this contract.

- The National Road Traffic Act (Act 93 of 1996)
- The Occupational, Health and Safety Act (Act 85 Of 1993)
- The Environment Conservation Act (Act 73 of 1989)
- The National Environmental Management Act (Act 107 of 1998)

All suppliers shall comply with all relevant Eskom procedures but not limited to the following:

- Safety, Health, Environmental and Quality Policy: 32-727
- Procedure for the Effective Management of Safety, Health and Environmental Related Incidents: 32-95

4. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
	None

5. Management strategy and start up.

6. The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

7. 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	As required	Service Manager's office	Both parties
Overall contract progress and feedback	As required	Service Manager's office	Both parties

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.

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years

8. Contractor's management, supervision and key people

N/A

9. Provision of bonds and guarantees

N/A

10. Documentation control

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Ltd Standards. Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC3 template and urgent contractor meetings

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows: can be in the form of sms. The use of sms's, emails does not override the use of applicable and relevant NEC3 standard templates, forms and Eskom Holdings SOC Limited procedures.

11. Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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)

Within one week of receiving a payment certificate from the *Service Manager* 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 Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

12 Contract change management

For any change in scope, such changes must be treated as Compensation Events.

13 Records of Defined Cost to be kept by the Contractor

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years

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. A site diary will be required.

14 Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

15 Training workshops and technology transfer

To be advised by the Service Manager, as required

16 Design and supply of Equipment

N/A

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

As per Task Order

18 Information and other things

As per Task Order

19 Management of work done by Task Order

NB: No work that falls outside the approved scope of works will be undertaken without a Task Order.

20 Health and safety, the environment and quality assurance

21 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Distribution: Alex Stramrood

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

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years

Occupational Health and Safety Act: Section 37(2) Agreement - Form	Document Identifier	240-77037682	Rev	1
---	----------------------------	---------------------	------------	----------

Only in the specific instance and for the specific purpose and to the extent for which it was made or given. This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this Day of 20 at.....
..... (Place)

(Full name)..... (Signature) on

behalf of (Supplier/Contractor)

Contractor Responsible Manager (responsible for signing the Eskom contract on behalf of the contractor)

Witnesses

1.
2.

Signed this day of 20.....

at (Place)

(Full name)..... (Signature).....on

Behalf of **Eskom Holdings SOC Limited.**

(Contracts and/or Project Manager or Eskom's representative)

Witnesses

1.
2.

22 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

Guidelines of Compiling an Environmental Policy

Environmental policy

The environmental policy is the driver for implementing and improving the organization's environmental management system so that it can maintain and potentially improve its environmental performance. The policy should therefore reflect the commitment of top management to comply with applicable laws and to demonstrate continual improvement. The policy forms the basis upon which the organization sets its objectives and targets. The policy should be sufficiently clear to be capable of being understood by internal and external interested parties and should be periodically reviewed and revised to reflect changing conditions and information.

Top management shall define the organization's environmental policy and ensure that it:

Top management includes people on site, at head office, or any member of a controlling group designated to be management of the organization.

A site or an operating unit does not need to document its formal adoption of a corporate environmental policy if the corporate policy, as defined by its scope, applies to the site or operating unit. In addition, the corporate policy will need to be adequately specific to the site or operating unit.

If the site or corporate policy is modified to suit the site or operating unit, then these changes must be documented.

a) is appropriate to the nature, scale and environmental impacts of its activities, products or services;

for example, an organization involved in activities with a high environmental risk (for example, scheduled processes) would be expected to provide more specific undertakings in its environmental policy than an organization involved in low risk activities. The environmental policy should also address the different types of environmental impacts of the organization's activities, products or services.

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This does not imply that all environmental impacts be addressed in the policy but that the framework of the policy covers all significant impacts (see 4.2 d).

b) includes a commitment to continual improvement and prevention of pollution;

The words “continual improvement” and “pollution prevention” do not need to be explicitly mentioned as long as similar words are used or there are clear statements in the policy that directly address pollution reduction

(for example, waste minimization, source reduction and cleaner technologies) and continual improvement. Pollution prevention is more than just pollution control and requires preventive measures, instead of only control.

c) includes a commitment to comply with relevant environmental legislation and regulations,

Compliance with all relevant legislated and other requirements (National, provincial and local) is a minimum requirement for certification.

Exceptions to this are where:

- a) *The authorities have been informed of the non-compliance in writing;*
- b) *A corrective action programme is in place;*
- c) *Evidence is available that the authorities have accepted the corrective action programme;*
- d) *Evidence is available that the corrective action programme is being implemented.*

Where a permit for a process of the organization has expired and the organization can provide evidence of due diligence, for example, records of telephone calls, faxes to the regulator or minutes of meetings with the regulator showing that they are in the process of applying for new permits.

The word comply does not need to be explicitly mentioned in the environmental policy, as long as there are similar words (for example, adhere to, in accordance with) clearly communicating commitment to compliance with legislation and regulations.

d and with other requirements to which the organization subscribes;

The “other requirements” may include:

- a) Industry initiatives, non-regulatory guidelines or codes of practice such as Responsible Care or more general environmental initiatives such as the business Charter for Sustainable Development to the extent that the organization has formally adopted them;
- b) Agreements with public authorities;
- c) Formal management systems such as SABS ISO 9001/2, NOSA and ISRS; and
- d) Corporate or Head office requirements.

If an organization subscribes to other requirements (as in 4.2(c) a) and b) above in their environmental policy then:

- 1) The certification body will verify compliance with these requirements;
- 2) Compliance with those requirements will not be included in the scope of the certificate; and
- 3) Non-compliance with these requirements could provide grounds for not granting certification.

If an organization subscribes to other requirements (as in 4.2(c) c) above then the certification body will only verify compliance with the SABS ISO 14001 requirements and not to those other formal management systems. (An exception to this is where the organization requests a combined SABS ISO 14001 and SABS ISO 9000 certification assessment/audit).

e) Provides the framework for setting and reviewing environmental objectives and targets;

The policy should be sufficiently detailed to provide a yardstick against which the organization’s environmental performance can be evaluated.

The policy wording must be specific enough so that specific objectives and targets can be formulated from it by the organization in order to implement the policy.

f) Is documented, implemented and maintained ...

The policy can be documented in any form (i.e. paper or electronic).

All the requirements of SABS ISO 14001 shall be addressed and an organization cannot elect to omit any of these requirements from its environmental management system.

Policies tend to set long-term goals.

The policy should be periodically reviewed and revised in response to new information and changing circumstances.

The policy must be reviewed periodically – at least annually.

It is not expected that the policy be reissued annually. A well-developed policy can effectively drive the organization’s environmental management system for several years.

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years

a) ... and communicated to all employees;

Communication involves both the transmission and the understanding of the policy.

Communication mechanisms can include posting the policy in common areas, distributing it by memo, and reviewing it at staff or “toolbox talks” meetings.

A person’s level of knowledge of the policy should be proportional to his/her level of responsibility in the environmental management system i.e. senior staff responsible for ensuring implementation need a greater knowledge of the policy than personnel at shop-floor level. In the South African context, unskilled, illiterate workers cannot be expected to have in-depth knowledge of the contents of the environmental policy, however all employees are expected to have an idea of the concepts of the environment, why it is important to protect the environment, and of their role in achieving this (see also 4.4.2).

b) is available to the public

The policy must be available to any interested party on request.

The words “is available” do not necessarily mean that the organization has to pro-actively distribute the policy to the public. The organization should however make the public aware of the fact that the policy is available.

A mechanism should be in place to have the policy available to the public.

i) Key component of the policy

The policy provides an environmental purpose and set of values for the organization to follow.

The policy should:

- a) Be relevant and straightforward;
- b) Relay that protection of the environment is a top priority of the organization;
- c) Show commitment to continued improvement of environmental performance and compliance with the laws and regulations;
- d) Clearly specify which organizational activities are covered by the statement;
- e) Be a natural jumping-off point for setting environmental objectives and targets;
- f) Provide a framework for assessing progress made with the targets and objectives that are oriented towards minimizing environmental impacts.

j) Communication, promotion and support of policy

The policy statement will be totally ineffective if the commitment it contains is not communicated, made available, promoted and supported by all. It is important to note that the policy:

- a) Should be available to all employees in the organization;
- b) Should be communicated repeatedly after a period of time as a reminder;
- c) Should be made available to the public;
- d) Should be promptly provided whenever a copy is required;
- e) Should be signed by top management to show commitment and support.

Repeated exposure is the key to communicating the policy effectively thus it can be posted, communicated through news letters or sent to desktop personal computers.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

23 Quality assurance requirements

As per Contract Supplier Quality requirements

24 Procurement

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years

25 People

26 Minimum requirements of people employed

N/A

27 BBBEE and preferencing scheme

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.

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria.

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

29 Subcontracting Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

30 Preferred subcontractors

Contractors are requested to submit names of proposed "Subcontractors" to be utilized on this project. Contractors are advised that only Eskom Approved Consultants and Contractors who have completed the necessary Eskom Contractor Training & Accreditation may be used.

Subcontractor	Section of Work to be Subcontracted	Vendor No.

31 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

32 Limitations on subcontracting

Contractors are not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher BBBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

33 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years

34 Plant and Materials

35 Specifications

As per Task Order

36 Correction of defects

Defects to be corrected within 1 Week

37 Contractor's procurement of Plant and Materials

Material to be procured locally, from Eskom approved Supplier.

38 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

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

As per Task Order

40 Cataloguing requirements by the Contractor

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

41 Working on the Affected Property

The Contractor must adhere the OHSA Act

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

As Per task order.

43 People restrictions, hours of work, conduct and records

As per Task Order.

44 Health and safety facilities on the Affected Property

As per Task Order.

45 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

46 Equipment provided by the Employer

None.

47 Site services and facilities

Provided by the *Employer*

Security and Site

48 Provided by the Contractor

As per Task Order

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years

49 Control of noise, dust, water and waste

The Contractor to adhere to Environment Management Act

50 Hook ups to existing works

The Contractor to adhere to Eskom life saving rules

60 Tests and inspections

Description of tests and inspections

Site Inspection to be done at the end of each Task Order.

61 Materials facilities and samples for tests and inspections

Materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years

62 List of drawings

N/A

63 Drawings issued by the Employer

Drawing number	Revision	Title
		drawings will be available from the Service Manager

64 64 Access to the Eskom Web Page

All contractors must make sure that they can access Eskom Web page at any given time to get the latest drawings and specifications before commencement of any task. Web Access applications can be done through the assistance of Brenda Morrison @ 011 629 5266 or MorrisEF@eskom.co.za

Acknowledgement of Web Access/and or application for Web Access

I do hereby acknowledge having/applied for access to the Eskom Distribution Website with all Distribution Procedures, Standards and Drawings as they will be listed in the index of the Task Order documents.

I undertake to study and abide by these requirements at all times. If for any reason I cannot access or open any of the files on the web, I will contact the *Employer* immediately.

Contractors Signature:

Signed at: on the day of

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years

**SECTION 37(2) AGREEMENT
CONCLUDED BETWEEN
ESKOM HOLDINGS SOC LIMITED**

(Hereinafter referred to as Eskom)

AND

.....
(Name of contractor/supplier)

I, ...[(name)representing
..... [insert name of contractor/supplier], do hereby
acknowledge that [insert name of contractor/supplier] is an
employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of
1993 ("the Act"), as amended, and agree to ensure that all work will be performed and/or machinery or plant
used in accordance with the provisions of the Act.

I undertake that [insert name of contractor/supplier] shall strictly
adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and
Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service[insert brief
details of project/service, for example, name, contract/project number]
and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between
..... [insert name of contractor/supplier] and Eskom, which
will ensure compliance by [insert name of contractor/supplier]
with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver
of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of
any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification,
waiver, or consent shall be effective

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only in the specific instance and for the specific purpose and to the extent for which it was made or given.
This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the
requisite authority to do so.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature) on

behalf of (supplier/contractor)

Contractor Responsible Manager (responsible for signing the Eskom contract on
behalf of the contractor)

Witnesses

3.

4.

Signed this day of 20.....

at (Place)

(Full name)..... (Signature).....on

Behalf of **Eskom Holdings SOC Limited.**

(Contracts and/or Project Manager or Eskom's representative)

Witnesses

Safely removal of snakes and bees found on various structures, Infrastructures, buildings and Eskom equipment within LIMLANGA CLUSTER (Mpumalanga OU) on an as when required basis over a period of 5 years

3.
4.