



NEC3 Term Service Contract (TSC3)

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

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

for **Sharpeville Waste Management Project**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	

C1.1 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:

The Sharpeville Waste Management Project

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the Employer prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name & signature of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	<ul style="list-style-type: none"> • [REDACTED] 	A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
	[REDACTED]	X1: Price adjustment for inflation
	[REDACTED]	X2: Changes in the law
	[REDACTED]	X17: Low service damages
	[REDACTED]	X18: Limitation of liability
	[REDACTED]	X19: Task Order
		Z: <i>Additional conditions of contract</i>
	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 8000
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	Cingimiso Vela Nkungwana
	Address	Eskom Holdings SOC Ltd Maxwell Drive, Sunninghill; Sandton Johannesburg 2157
	Tel	013 699 7693
	Fax	
	e-mail	nkungwcv@eskom.co.za
11.2(2)	The Affected Property is	Household in the Sharpeville area where the

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

		work will be executed
11.2(13)	The <i>service</i> is	Sharpeville Waste Management Project: Removal and cleaning of illegally dumped (non-hazardous) solid waste and rubble from selected illegal waste dumps within Sharpeville every three (3) months for eighteen (18) months or as and when required.
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Political issues (elections, political interests) • Community protests (employment criteria) • Disagreement on local employment (employment criteria, employment numbers) Material and equipment theft
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 day
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	[•]
30.1	The <i>service period</i> is	18 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	On completion of Task Order or the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.

51.4	The <i>interest rate</i> is	<p>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</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> 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.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> 1. Miscommunication (Lack of Stakeholder Management) 2. Unsafe work activities including employee safety. 3. Fraudulent activities (claims for work not completed) 4. Labour related issues (payment issues, clear employment contract terms)
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	

20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
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11 Data for Option W1

W1.1	The <i>Adjudicator</i>	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	
	Tel No.	
	Fax No.	
	e-mail	

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
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W1.4(2)	The <i>tribunal</i> is:	arbitration
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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	Johannesburg, 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 of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

12 Data for secondary Option clauses

X1	Price adjustment for inflation –	
X1.1	The <i>base date</i> for indices is	[•].
	The proportions used to calculate the Price Adjustment Factor are:	CPA Negotiate:
		• First year the prices must be fixed
		• Negotiate 15% fixed portion when CPA is applied for year 2nd
		• Applicable CPA TABLE : Table C-3 All hourly-paid employees, Table G-2(A) Site preparation and Table L-1(A) Road freight

X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data .
X17	Low service damages	
X17.1	The <i>service level table</i> is in	R10 000.00 per day (24 hours) Max 8% of task order.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 27.4

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor* accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property; warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *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,

The Removal, Cleaning and Disposal of illegal waste dumps at Sharpeville

- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract

	Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

Z14 Asbestos

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

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

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

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

Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(19)	The tendered total of the Prices is R _____

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

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 Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

ID	Item	Item details	Quantity	Rate	Cost (R)
1	Removal, cleaning, transportation and disposal of 400m ³ of waste per campaign	Clean-up of selected illegal waste dumps and loading waste into tipper trucks.	400m ³		
		Clearing of litter in the area within a 20m radius where the illegal waste dump was removed	1260m ³		
		Transportation and disposal of waste to designated landfill site (within radius of 100 km). (Excl disposal fees)	3600m ³		
2	Documents and reports completed per campaign as per to the contractual obligations.	Complete all reports as per specification / scope of work			
3	Safety, Health and Environment	Compilation & Approval of Safety File			
		SHE compliance			
4	Preliminaries and General (P&G's)	Site establishment			
		Site de-establishment			
		Storage and warehousing of portable and large equipment			
		Personal, Protective Equipments (PPE)			
		Disbursement (communication and travel)			
		Sub-total (per campaign)			
		Sub-total (all six campaigns)			
		Vat@15%			
		Total (all six campaigns)			

Note: Quantities on this document are for Tender purposes only.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	[1]
C3.1	<i>Employer's Service Information</i>	[10]
	Total number of pages	11

C3.1: EMPLOYER'S SERVICE INFORMATION

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5.2	People restrictions, hours of work, conduct and records	Error! Bookmark not defined.
5.3	Health and safety facilities on the Affected Property	Error! Bookmark not defined.
5.4	Environmental controls, fauna & flora	Error! Bookmark not defined.
5.5	Cooperating with and obtaining acceptance of Others	Error! Bookmark not defined.
5.6	Records of Contractor's Equipment	Error! Bookmark not defined.
5.7	Equipment provided by the Employer	Error! Bookmark not defined.
5.8	Site services and facilities	Error! Bookmark not defined.
5.8.1	Provided by the Employer	Error! Bookmark not defined.
5.8.2	Provided by the Contractor	Error! Bookmark not defined.
5.9	Control of noise, dust, water and waste	Error! Bookmark not defined.
5.10	Hook ups to existing works	Error! Bookmark not defined.
5.11	Tests and inspections	Error! Bookmark not defined.
5.11.1	Description of tests and inspections	Error! Bookmark not defined.
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1. Description of the service

1.1 Executive overview

The scope of work is for the provision of services for the clean-up of selected illegal waste dumps (non-hazardous solid waste) in Sharpeville, and for the clearing of litter around the area where the illegal waste dump was removed. The waste will be removed and disposed of at permitted waste disposal site, for the applicable waste type, in terms of the Environment Conservation Act, 73 of 1989 and the National Environmental Waste Management Act (Act 59 of 2008). The work (cleaning up of illegal waste dumping areas) will be carried out every three (3) months for a period of 18 months or as and when required. This entails minimum of six (6) cleaning campaigns over a period of 18 months. Each cleaning campaign shall be carried out in a week (5 working days).

1.2 Employer's requirements for the service

1.2.1 Detailed scope of works

- a. Removal, cleaning of illegally dumped (non-hazardous) solid waste and rubble from selected illegal waste dumps within Sharpeville every three (3) months or as and when required.
- b. Cleaning of the area around the clean-up dumps including litter picking, removal of solid waste by hand or other practical means where required. The cleaning shall extent for 20 meters around the area where the illegal dumping has been cleaned.
- c. The service provider must ensure that there is involvement of community leadership including ward councillors, business forums, cooperatives and volunteers in the cleaning of the various hotspots areas.
- d. Removal of the solid waste from the illegal waste dumps including litter picking and the transport thereof to the nearest licensed landfill shall be quoted in the rates per price schedule, which should exclude all disposal fees.
- e. Solid waste and rubble removal to be conducted in such a way to minimize possible damage to the surrounding environment.
- f. Where mechanical methods of cleaning and removal are utilized, there will only be allowed to scrap up to 2 centimetres (cm) below ground level if it is impractical to use other means due to the nature of waste to be removed, however, labour intensive methods will be preferred in such cases to avoid unnecessary and excessive digging.
- g. Loading of clean soil or any similar practice with the intention of adjusting the weight is not allowed as it contributes to environmental degradation and surface erosion.
- h. The weigh bridge slips and/or waste manifest will be submitted with the daily report or weekly report depending on the duration required to clear the allocated area by the service provider. The report shall amongst other things, detailed; volume, tonnages and type of waste disposed at the licensed landfill and the number and location of illegal waste cleaned. The report must also include visual photographs of the site before, during and after clean-ups.
- i. Only the removal of small quantities of unrecognisable "human waste (urine, vomit etc)" by mechanical means is permissible. Any large amounts of "human waste" should be reported to Eskom and ELM for appropriate treatment or disinfection and removal by a legally competent Department or entity.
- j. Under no circumstances will the Service provider be required to handle hazardous waste of any nature i.e. medical waste or health care risk waste, hazardous, infectious, petroleum, pharmaceutical or noxious waste. Eskom and ELM representative must be informed of the occurrence within 24 hours upon its discovery so as to facilitate the prompt removal and proper disposal thereof.
- k. Any matter or issue of obscurity, particularly those of a material nature e.g. the Service provider making major operational changes or suspending service delivery, or uncertainty about the removal of suspicious-looking waste matter must be conferred with Eskom and ELM representative before making any principle decision pertaining thereto.
- l. Rules of the designated landfill sites must be adhered to at all times and all disposal costs will be paid for by ELM.

1.2.2 Applicable legislation

The Service Provider is required to ensure that all goods, services or works supplied in terms of the tender/contract/order conform to all relevant & applicable environmental, legal and other requirements including bylaws, but not limited to the stated below

- a) Occupational, Health and Safety Act (Act 85 of 1993).
- b) EPC32-727: Eskom SHEQ Policy,
- c) ST32-726: SHE Requirements for the Eskom Commercial Process (additional requirements).
- d) Project Specific Environmental Management Plan (EMP).
- e) Eskom Waste management standard (Waste Management procedure: EPC 32-245)
- f) Relevant Municipal waste management bylaws.

1.2.3 Survey of illegal waste dumps

- a. Prior to each cleaning campaign (every 3 months), the service provider shall undertake a site survey to identify and profile twelve (12) of the largest illegal waste dumps in Sharpeville. Priority shall be given to waste dumps under the power lines (Eskom servitudes) on the outline areas of Sharpeville.
- b. The survey shall provide the following information pertaining to each illegal waste dump site: (1) site location i.e. GPS co-ordinates, map and street details (2). Waste activities / composition of waste (3) photos of the site (4) quantity of waste per site. Quantification of the waste to be removed from the illegal dumps and cleaning of the area must entail size of the dump in terms of (1) square meters and average height of each dump (2) estimated tons and volume of waste from each site and (3) square meter of area to be cleaned (litter picking).
- c. The service provider shall consider the research study by O.P Rabaji (<http://repository.nwu.ac.za/handle/10394/33895>) as a basis for the initial survey. Follow up surveys shall use prior surveys as a basis.
- d. A detailed survey report including an implementation plan, shall be compiled and submitted to Eskom for approval a week (7 calendar days) prior to commencement of the cleaning campaign. Eskom reserve the right to verify the stated quantities through the services of a quantify surveyor in its employment.
- e. Based on the results of the survey and the selected illegal waste dump areas for the cleaning campaign, the service provider shall provide a detailed clean-up cost breakdown. The cost breakdown shall be calculated based on the agreed rates (contractual rates).

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CM	Centimetres
ELM	Emfuleni Local Municipality
EMP	Environmental Management Plan
PPE	Personal Protective Equipment
SHEQ	Safety, Health, Environment and Quality
SMS	Short Message Service

1.4 Minimum requirements

Evaluation aspects	Minimum requirements
Equipment	<ul style="list-style-type: none"> • One (1) Front End Loader • Three (3) TLB • Four (4) 10m³ Tipper trucks • One (1) Bakkie
Human resources (qualification as per evaluation criteria)	<ul style="list-style-type: none"> • Project manager • SHEQ Officer • Community Liaison Officer (x 3) • Supervisor • Assistant Supervisor • Twelve (12) General workers – 4 per ward
Relevant previous company experience	One (1) contactable reference where the bidder rendered illegal dumping removal services or comprehensive refuse collection services including bulky refuse removal

NB! Bidders that do not meet the minimum requirement will be rejected and not evaluated further

1.5 Required documents to be submitted with bid document

- Signed reference letter from the bidder’s client confirming previous company experience in illegal dumping refuse removal services or comprehensive refuse collection services including bulky refuse removal.
- Proof of ownership or lease agreement or intent to lease letter (completed and signed by lessor) for the TLBs, Front End Loaders, Tipper trucks and Bakkies.

NB! FAILURE TO ATTACH THE REQUIRED DOCUMENTS AS PART OF THE SUBMISSION OF THE BID WILL RENDER THE BID NON-RESPONSIVE

1.6 Process

- a) An Eskom representative or nominee shall be responsible for identifying the illegal dumps to be clean per campaign. This will be done in consultation with ELM and the service provider.
- b) A task order shall be issued for each cleaning campaign before the commencement of the clean-ups.
- c) The visual photographs of the area shall be taken using digital cameras (with a time stamp) indicating the status before execution of work, during the execution of work and after completion of work.
- d) The daily report shall include a list of vehicles/equipment with registration numbers, mileage on the vehicle and a summary of loads disposed per vehicle including the total tonnage / volume.
- e) Clean-up areas shall be inspected by Eskom representative or nominee. The service provider must arrange these inspections timeously prior to the completion of the work.
- f) The service provider shall prepare a consolidated close-out report, which will be submitted with the invoice for work conducted for payment.
- g) The work conducted shall be paid per volume and/or tonnage as reflected on the weigh bridge slips and the copies of such payments, slips and pictorial records shall be kept safe for auditing purposes.
- h) Eskom will determine the high level schedule for the cleaning campaigns.

1.7 Labour, basic occupational health and safety matters and additional requirements

1.7.1 Employment of workers

Labour shall exclusively be sourced from Sharpeville with the exception to managerial and/or supervisory staff or any other specialist person/s required to perform specialised duties as and when required. Equal number of general workers will be source from each of the three (3) wards in the Sharpeville area.

The service provider shall maintain a resources register that includes the following:

- The keeping of signed daily attendance registers
- The keeping of proof of payments made to employees

The above information will be submitted with the cleaning campaign closure report.

1.7.2 Duties of workers

The service provider shall be expected to clearly communicate with, instruct and explain to each and every worker exactly what the requirements of their job entail hence; workers shall be required to carry out their duties as detailed in this specification without exception.

The service provider must ensure that all employees are aware of the core purpose of this project which is to provide an essential environmental service for the benefit of the immediate community and will require uncompromised commitment and discipline as well as a constant state of orderly, courteous and pleasant conduct whilst executing their duties and in any probable interaction with the general public.

Since the service provider ultimately represents Eskom and its interests, failure to perform as required will be seen as breach of the conditions contained herein and shall require appropriate remedial action.

1.7.3 Drivers and operators

A copy of an unendorsed public drivers permits and license of the driver(s) of the previously mentioned vehicles; must be submitted on request of the Eskom and relevant authorities.

The attention of the service provider is drawn to the requirements of the Industrial Conciliation Act 1956, as amended and any determination relevant to the driving or operating of Sanitary Landfill Compactors used for this Contract.

The attention of the Service provider is also drawn to the requirements of the Occupational Health and Safety Act, Act 85 of 1993.

Should the service provider's operator or employee be incompetent, impertinent, unreasonable, fail to carry out his instructions, no valid documentation available or otherwise hinder the progress of the work; the Service provider shall remove him from the site of the works immediately upon receiving the official's objection to this employee and replace him/her within 12 hours. Such an objection or request shall be confirmed in writing. This employee shall not be re- employed for work in terms of this project without the written consent of Eskom.

1.8 Occupational health and safety requirements

To ensure minimum acceptable compliance regarding employees' Health & Safety, aligned to Eskom personal protective equipment (PPE) policies, all Operational Personnel must be provided with the following minimum PPE per campaign.

- Mouth and nose mask
- Overalls (with reflective tape on sleeves)
- Safety shoes / boots
- Safety gloves (heavy duty leather or rubberized)
- Reflective safety bib / vest / jacket
- Rain suit
- Hat with extended shade brim (hot weather)

The overall and the safety bib/vest/coat must be clearly branded to reflect the 'name of the company' contracted to Eskom. The Service provider shall only upon receiving Eskom approval of samples thereof (which will be retained for future reference) proceed with the procurement of the branded items.

Under no circumstances will the Service provider be required to handle hazardous waste of any nature i.e. medical, infectious, petroleum, pharmaceutical or noxious waste. Eskom's representative or nominee must be informed of the occurrence within 24 hours upon its discovery so as to facilitate the prompt removal and proper disposal thereof.

1.8.1 Covid 19 Hygiene protocols or any other protocols in response to disaster situation

- The service provider must within this bid ensure that there is sufficient provision of screening equipment for the Teams, Sanitizers, soap and water.

- Ensure that the equipment utilised undergoes the regular washing, disinfection or fumigation as required.
- Ensure that the social distancing and provision of other hygiene materials/equipment in response to this pandemic are complied with.
- The necessary training and administrative processes in creating awareness and combating the further spread of the Covid 19 or any other diseases are provided.
- The arrangements for the rotation of employees and giving allowance for the replacement of some employees who are isolated because of the Covid 19 related or any respiratory diseases.

1.8.2 Life Saving Rules

Life Saving Rules are important rules that requires adherence of the Service Providers and all Eskom Employees. It is important that the Service Provider does not abuse the rules as all work allocated will immediately be put on hold until final outcome of the investigation. Safety is the combined responsibility of the team and therefore team leader or team will be disciplined together. There are five Life Saving Rules that may not be broken by the Team Leader and his/her team.

The five Eskom Life Saving Rules are as follows:

Rule 1:*Open, isolated, tests, earth, and bond and/or insulate before touch*

Rule 2:*Hook up at height*

Rule 3:*Buckle Up*

Rule 4*Be Sober*

Rule 5:*Ensure that you have a permit to work*

1.9 Communication

Effective communication is imperative for the project's success hence all communication with Eskom, be it formal or informal, shall be in Eskom's business language namely English.

In view of the dynamics encompassing the sphere of operations, it is imperative that the Service provider or his/her representative can be contacted at all times hence; the provision of a dedicated active email and mobile telephone number with an activated voice messaging service or real-time divert to an alternate active number.

1.9.1 Communication protocol

The formal communication between Eskom and Service providers shall be handled as follows:

- The Eskom's project manager and Service provider's project manager.
- The Service provider's project manager and the contract employees.

There shall be no formal interaction between Eskom and the Service provider's general labour or between ELM and the service provider or its general labour.

1.9.2 Documentation control

All contractual documentation must have relevant contract number and Purchase Order Number as reference as per Employer Holdings SOC Limited Standards. Contractual communications will be in the form of properly compiled letters, attachment to emails, emails, NEC3 template and urgent contractor meetings can be in the form of sms. The use of sms', emails does not override the use of applicable and relevant NEC3 standard templates, forms and Employer Holdings SOC Limited procedures.

1.9.3 Management meetings

Meetings will be held on the third day of the campaign week. Urgent meetings can be held as deemed by both parties and relevant stakeholders.

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

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

1.10 Reporting

1.10.1 Complaints

- A complaints register must be meticulously kept and maintained which ideally should contain all the essential information from date of receipt to closure of every individual query/ matter.
- Records of all the complaints/accolades received in their area of work. The records shall amongst others include Date Reported, Details and Contact numbers of the person who reported the matter, nature of complaint, location and address of complaint, date the complaint was dealt with, details of person who confirmed the completion of the complaint.
- These records must be summarized and reported to Eskom.

1.10.2 Availability of Resources

- Records of all staff, vehicle and equipment availability needed for the area of work must be kept by the Service provider on a daily basis.
- The records must include details of vehicle/equipment breakdown, nature of breakdown, date repaired etc.
- These records must be summarized and submitted to Eskom.

1.10.3 Productivity

- Records of all productivity of staff, vehicle and equipment availability needed for their area of work must be kept by the Service provider.
- The records shall amongst others include number of trips per vehicle/plant per day, tonnages per vehicle/equipment/day, distance travelled/vehicle/equipment/day, tonnages, location and areas/spots cleaned and levelled and/or cleaned etcetera.
- These records must be summarized and submitted to Eskom.

1.10.4 Operational Reports

- The Service provider shall produce operational reports on daily basis and as part of the campaign closure report. The format to be approved by Eskom and must include complaints, productivity, availability of resources and occupational health and safety matters as listed above.

1.11. Minimum equipment requirement

- a) The Service provider must ensure that all necessary vehicles to render the services comply with the provisions of the National Roads Traffic Act.
- b) All vehicles stipulated to be hired/rented for this contract must always be available and be able to perform operations as required in terms of this contract
- c) The use of Bakkies is only for the supervision, rapid response and collecting of smaller volumes of abandoned waste to be transferred to the area where it can be loaded into the tippers for final disposal at an approved landfill site.
- d) It must therefore be noted that Bakkies will not be used for transporting waste into the landfill sites for this project.
- e) All solid waste to be collected shall be disposed at a landfill site within a radius of 100 km.
- f) The Bakkie shall not be used for transportation of labour.

1.12. Supervision, monitoring and evaluation

The Service provider will ensure that the collection, removal and disposing of all categories of illegally dumped waste should be done on a daily basis after the instruction to perform work has been issued.

The following will also have to be monitored on a daily basis:

- Staff attendance,
- Correct use of PPE,
- Number of bags deployed for physical cleaning per spot
- Tonnages disposed and proof thereof,
- Vehicles and equipment deployed for the cleaning, removal and disposal of waste and
- Any other matter of significance.

The social distancing and observing of all Covid-19 hygiene protocols during the Pandemic is compulsory and should be complied with.

The Service provider will on daily hold monitoring and evaluation meetings with their key staff to consider quality and efficiencies of the work done as well as planning for the future work. Summarized minutes of such meetings will form part of the Operational report to be submitted to the Eskom.

The Service provider will at any point (during the performance of their task) hold monitoring and evaluation meetings with the Eskom (Meetings to be convened by Eskom) to consider quality and efficiencies of the work done as well as planning for the future work. Summarized minutes of such meetings will form part of the Operational report to be submitted to the Eskom.

The Service provider will ensure that there is adequate supervisory capacity on the ground at all times.

1.13 SD&L and sub-contracting requirements

As part of SD&L and to promote growth and benefit to the Sharpeville area, the Service provider should take note of the following:

- General labour for all works should be from the Sharpeville community
- CLOs should be appointed per ward, from the Sharpeville community
- Where applicable, machinery/equipment to be used, should be owned or leased from business in Emfuleni Local Municipality

1.14. General requirements

- a) The Service provider shall at all times comply with all relevant legislation.
- b) Payment is done only after completion of the work per task order and subject to the standard conditions as applied for by Eskom.

