



NEC3 Term Service Contract (TSC3)

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

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

for **COLLECTION OF WASTE, CLEANING OF
CHEMICALS, OIL SPILLAGES AND THE REMOVAL
OF GENERAL, HAZARDOUS AND MIXED WASTE
FROM VARIOUS SITES IN THE WESTERN GRID
(WESTERN CAPE AREA), INCLUDING THE SUPPLY
AND DELIVERY OF WASTE CONTAINERS AND
RELATED COMMODITIES AS WELL AS THE
TRAINING OF THE CHEMICAL USAGE, OVER A
CONTRACT PERIOD OF THREE YEARS**

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CONTRACT No. [Insert at award stage]

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:

Title of the Contract

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	R [•]
Option E	The first forecast of the total Defined Cost plus the Fee 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. 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)

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.

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*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		C Target contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		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.	(021) 915 2208

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

	Fax No.	(021) 915 2796
10.1	The <i>Service Manager</i> is (name):	Rodger Peense
	Address	Eskom Transmission, Western Grid(Northern Cape), DSC Office Park 64 Memorial Road, Monument Heights, Kimberley, 8301
	Tel	053 830 5610.
	Fax	
	e-mail	PeenseRN@eskom.co.za
11.2(2)	The Affected Property is	Transmission Western Grid(Northern Cape) Offices, Depots and Substations
11.2(13)	The <i>service</i> is	The removal of general, hazardous and mixed waste from various sites in the Western Grid(Northern Cape), cleaning of chemicals and the training including the supply and delivery of waste containers and related commodities
11.2(14)	The following matters will be included in the Risk Register	Legal requirements and compliance obligations
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	7 days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
3	Time	
30.1	The <i>starting date</i> is.	1 August 2022
30.1	The <i>service period</i> is	3 years ending on 31 August 2025
4	Testing and defects	No data is required for this section of the conditions of contract.
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 Weeks
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any

dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Access to substations to execute work activities is subjected to a SHE induction 2. Access of any service provider to National Key Point substation, Hydra next to De Aar and Ferrum next to Kathu are subjected to police clearance before access will be granted 3. Security guards at Northern Cape substations and offices has the right to search vehicles and refuse access if the service provider does not meet legal and other Eskom requirements 4. Service providers must have a staff identity card to present at security check points at substations, offices and depots.
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/Tenders/InsurancePolicies/Procedures/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/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_

		<i>From_1_April_2014_To_31_March_2015.aspx</i> (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	Whatever the Contractor deems necessary in addition to that provided by the Employer.
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 <i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>
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 Contractor deems necessary in addition to that provided by the Employer.
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 Contractor's 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	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	

11	Data for Option W1		
W1.1	The Adjudicator	Peter If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	
	Address	Gauteng	
	Tel No.	+27 11 787 6226	
	Fax No.	N/A	
	e-mail	info@thurlowassoc.com	
W1.2(3)	The Adjudicator nominating body 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 tribunal is:	arbitration	
W1.4(5)	The arbitration procedure 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	Gauteng, South Africa	
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	
	- if the Parties cannot agree a choice or - 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 base date for indices is	1 November 2017	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.85	Table D (Consumer Price Index (CPI))
			Index prepared by
			SEIFSA

		0.15	non-adjustable
		1.00	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
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/Tenders/InsurancePoliciesProcedures/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 in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx	
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	3 months after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	7 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [●] to this Contract of quantity of waste removed and safely disposed from Transmission Western grid(Northern Cape) sites and the providing of legal required documentation such as waste manifest, weight bridge receipts and safe disposal certificates
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	6 MONTHS
Z	The additional conditions of contract are	Z1 to Z11 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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.

Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 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.
- Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

- Z8.1 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.
- Z8.2 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.
- Z8.3 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.

Z9 Notifying compensation events

Z9.1 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.

Z10 *Employer's limitation of liability*

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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.

Z11 **Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

- Z11.1 or had a business rescue order granted against it.

Z12 Termination on non-performance

- Z12.1 The employer holds the right to terminate the contract based on non-performance of the contractor and failure in delivering of the services required as set out in this contract.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering 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, tendering 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. Tendering 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 tendering 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/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

PART 2: PRICING DATA

TSC3 Option C

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

C2.1 Pricing assumptions: Option C

How work is priced and assessed for payment

Clause 11 in the core clauses and Option C clauses of the NEC3 Term Service Contract (TSC3) state:

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.
		(18) The Price for Services Provided to Date is the Defined Cost which the <i>Contractor</i> has paid plus the Fee.
		(20) 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.

Payments are made at Defined Cost-plus Fee (See core clauses 11.2(5), 11.2(6) and 11.2(8)). At the dates stated in the Contract Data, the *Service Manager* calculates the *Contractor's* share in terms of clause 53. If the *Contractor* has been paid more than the equivalent Prices in the Price List for the same work he pays the *Employer* a portion of the over-run (the pain) but if he has been paid less than the equivalent Prices in the Price List he is paid a portion of the under-run (the gain). The Prices in the Price List 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

In this Option the Price List is used as a means of arriving at a target price. Clause 54.1 in Option C 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.

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 related to items of service priced in the *price list*.

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 C 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 C;
- Understands the Price List is only used as a means of arriving at a target and that work done is paid for at Defined Cost and the resulting Fee;
- 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*

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 *price list* includes 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 *price list* includes 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 *price list* includes 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*

Item nr	Description	Unit	Expected Quantity (not guaranteed)	Rate	Price
1	PRICE LIST FOR THREE YEARS: TRANSMISSION WESTERN GRID (NORTHERN CAPE) VARIOUS SITES				
1.1	CLEANING, COLLECTION AND DISPOSAL OR RECYCLING (WHERE POSSIBLE) OF WASTE				
1.1.2	Electronic waste (e.g. Electronic cables, optic fibres)	KG	1		
1.1.3	Empty / old ink cartridges (in 120 litre wheelie bin) NB: Ink cartridges may vary in size	KG	1		
1.1.4	Fluorescent tube / CFLs, etc in boxes (5 feet tubes)	NO	1		
1.1.5	Fluorescent tube / CFLs, etc in boxes (6 feet tubes)	NO	1		
1.1.6	Fluorescent tube / CFLs, etc in boxes (8 feet tubes)	NO	1		
1.1.7	Disposal of Alkaline batteries	KG	1		
1.1.8	Disposal of Lead acid batteries	KG	1		
1.1.9	Disposal Silica gel	KG	1		
1.1.10	Treatment and Disposal of Mercury contaminated solid waste	KG	1		
1.1.11	Disposal of PCB contaminated lighting / material	KG	1		
1.1.12	Disposal of Asbestos Containing Waste / Material	KG	1		
1.1.13	Disposal of Chemicals including herbicide containers, paints, packaging	KG	1		
1.1.14	Disposal of hydrocarbon contaminated sludge (oil dams)	LITRES	1		
1.1.15	Removal of sewage (empty drains).	LITRES			
1.1.16	120 litres wheelie bin hydrocarbon contaminated material (e.g. oil rags, content only, excluding bin)	NO	1		

1.1.17	210 litres drum with hydrocarbon contaminated material (e.g. soil, content including drum)	NO	1		
1.1.18	6m ³ Skip/s for collection of waste, (eg. Concrete, building rubble, broken porcelain waste, wood waste) as per request	NO	1		
2	TREATMENT OF WASTE BEFORE SAFE DISPOSAL				
2.1	Treatment / Recycling of hydrocarbon contaminated sludge	LITRES	1		
2.2	Treatment of Water/Oil mix (to be pumped)	LITRES	1		
2.3	Treatment Battery Acid (to be pumped)	LITRES	1		
2.4	Treatment and cleaning of oil dam walls and pipe outlets (after emptying and pumping out sludge)	M3	1		
3	TREATMENT AND REHABILITATION OF CONTAMINATED SITE (HYDROCARBON / BATTERY ACID) & SUPPLY OF REHABILITATION / CLEAN-UP REPORT FOR SITE				
3.1	Site establishment	NO	1		
3.2	Remove contaminated yardstone / vegetation	M3	1		
3.3	Wash yardstone in mixer on site	M3	1		
3.4	Placement of cleaned yardstone	M3	1		
3.5	Placement and compacting of cleaned topsoil	M3	1		
3.6	Chemical and Environmental degreasers used	LITRES	1		
3.7	Surface Clean-up and treatment	M3	1		
3.8	Clean-up and treatment per 10mm depth contamination	M3	1		
3.9	PCB Soil analyses	NO	1		
3.10	Total Petroleum Hydrocarbon Analyses (TPH)	NO	1		
3.11	Hydrocarbon solids disposal (PCB Free)	M3	1		
3.12	Hydrocarbon liquid disposal (210 litre drum), (old / used transformer oil)	LITRES	1		
3.13	Supply, delivery and placement of legally sourced virgin topsoil hv specs	M3	1		
3	HYDROCARBON SPILL KITS SUPPLY, DELIVERY & TRAINING				

3.1	Hydrocarbon spill kit & usage training	NO	8		
3.2	Hydrocarbon spill kit product replacement	NO	17		
3.3	Battery acid Spill kit & usage training	NO	17		
3.5	Battery acid spill kit product replacement	NO	17		
4.	RATES PER CATEGORY OF BINS (SUPPLY AND DELIVERY)				
4.1	6 cubic metre skip bin (Supply, Delivery, Remove from site same day)	NO	1		
4.2	6 cubic metre skip bin (Rent per month)	NO	1		
4.3	12 cubic metre skip bin (Supply, Delivery, Remove from site same day)	NO	1		
4.4	12 cubic metre skip bin (Rent per week)	NO	1		
4.5	8 cubic metre Roll on Roll off drum bin	NO	1		
4.6	30 cubic metre Roll on Roll off bin	NO	1		
4.7	210 litre drum sealable lids (as per colour requested) • White skips/bins for domestic waste • Red skips/bins for hazardous waste. If a BU has more than one type of hazardous waste, red bins still be used with labels of the type of waste contained • Yellow skips/bins for asbestos containing waste and • Brown skips for the scrap metals	NO	1		
4.8	240 litres wheelie bin (as per colour requested) • White skips/bins for domestic waste • Red skips/bins for hazardous waste. If a BU has more than one type of hazardous waste, red bins still be used with labels of the type of waste contained • Yellow skips/bins for asbestos containing waste and • Brown skips for the scrap metals	NO	1		
4.9	New Florescent Tubes Lamp Boxes with tube separator & label (5 feet tubes)	NO	1		
4.10	New Florescent Tubes Lamp Boxes with tube separator & label (6 feet tubes)	NO	1		
4.11	New Florescent Tubes Lamp Boxes with tube separator & label (8 feet tubes)	NO	1		
4.12	Supply and delivery of Wheelie bin bag liners	NO	1		
5	SUPPLY AND DELIVERY OF LABELLING AND SIGNAGE				

5.1	Supply and delivery of vinyl stick-on labels for the following waste (A4 size) • General waste • Printing Paper • Glass • Plastic • Cardboard / Cardboxes • Polystyrene • Cans • Food packaging • Ink Cartridges	NO	1		
5.2	Supply and delivery of labels for asbestos containing material according to OHSA (Act 85 of 1993) and current regulations	NO	1		
6	RATES PER CATEGORY VEHICLES (OPERATING / HOUR ON SITE)				
6.1	Roll on Roll vehicle	HOUR	1		
6.2	Front end loader	HOUR	1		
6.3	Lifting and weighing equipment	HOUR	1		
6.4	Super sucker high pressure vacuum (Rate applies when working on site)	HOUR	1		
6.5	Washing Mixer (for contaminated yard stone)	HOUR	1		
6.6	Pedestrian (Walk Behind) Rollers 800 - 900 kg, width 630 mm (for soil compacting)	HOUR	1		
6.7	Labour Task Grade 1	HOUR	1		
6.8.	Labour Task Grade 2	HOUR	1		
6.9	Labour Task Grade 3	HOUR	1		
6.10	Labour Task Grade 4	HOUR	1		
6.11	Labour Task Grade 5	HOUR	1		
6.12	Labour Task Grade 6	HOUR	1		
6.13	Labour Task Grade 7	HOUR	1		
6.14	Labour Task Grade 8	HOUR	1		
6.15	Labour Task Grade 9	HOUR	1		
7.	TRAVELING COST (BREAKDOWN OF CATAORY VEHICLES PER KM):				
7.1	1 Ton bakkie	Km	1		
7.2	4 Ton chemical waste truck	Km	1		
7.3	Single axle skip truck	Km	1		

7.4	Roll-on-roll-off truck	Km	1		
7.5	10 Kl Super sucker truck	Km	1		
7.6	Skip truck	Km	1		
8.	WASTE STATION FRAMEWORK (AS PER SPECIFICATION IN EMPLOYERS SERVICE INFORMATION)				
8.1	Waste / Recycling Station Metal Frame (for holding capacity for 3 x 120l wheelie bins) excluding bins.	NO	1		
8.2	Waste / Recycling Station Metal Frame (for holding capacity for 6 x 120l wheelie bins) excluding bins.	NO	1		
8.3	Labels for each waste type in waste / recycling station metal frame (with print)	NO	1		

The total of the Prices

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

2 Executive overview

The removal of general, hazardous and mixed waste from various sites in the Western Cape, including the supply and delivery of waste containers and related commodities, over a contract period of three years. The services required are for collection, cleaning and treatment of wastes and spillages which further requires safe disposal records from landfill, weighbridge and manifests. The service also requires recycling of general and hazardous waste and records thereof. The service will be required for sites in the Western Cape which include Substations, Depots, Servitudes and Buildings where feasible and as services are required.

TRANSMISSION WESTERN GRID (WESTERN CAPE) SITES:

SUBSTATIONS:

Outiniqua CLN: Bacchus, Palmiet, Proteus, Gourikwa, Kappa, Komsberg, Droerivier,

West Coast CLN: Aurora, Juno, Helios

Koeberg CLN: Koeberg, Ankerlig, Sterrekus

Peninsula CLN: Stikland, Phillipi, Muldersvlei, Acacia, Pinotage

LINES:

Line servitudes

DEPOTS

Stikland lines

Worcester lines

HV Stikland

- Additional substations in the Western Cape may be added as and when required based on new developments in the area of operation.

3 Employer's requirements for the service

Service Requirements:

1. The supply and delivery of waste containers, per site, as specified in the Price List.

2. The collection and removal of all waste as per Price List within 7 working days after being notified by the Employer's Agent.
3. The Contractor will conduct the service at a time mutually agreed upon with the Employer.
4. The Contractor is responsible for all loading of waste into the skips and bins, collection and transportation and the Employer will not provide any facilities, labour or equipment for this purpose.
5. A safe disposal certificate must be presented to the Employer's Agent after collection and disposal of waste. All waste to be removed from the Employer's site will be released by the Employer to the Contractor based on documentation provided that the Contractor's representative is authorized by the Contractor to do so.
6. The Employer reserves the right to change waste quantities – there are no guaranteed minimum quantities.
7. The Employer may issue the Contractor with a stop work order, or a non-compliance order, should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with relevant legislation, Regulations and other requirements.
8. The Employer shall issue all requests for services, be this delivery or collection, to the Contractor via a task order.
9. The Contractor shall provide web-based service records for all service calls, and the Employer shall be able to access these. Such service records shall be uploaded and available to the Employer within 7 (seven) working days of the service.
10. List of waste types includes, but is not limited to, the following hazardous waste types:
 - DC Batteries/cells
 - Lead-acid batteries, lithium battery
 - Battery Acid waste
 - Construction/builders rubble
 - E-waste (cartridges, fibre optic cables, electric cables, cable sleeves)
 - Fluorescent tubes, CFL's and bulbs
 - Herbicide and / chemical containers
 - Municipal-type (General) waste
 - Oil (oil rags, sludge, full 210l drums, contaminated soil, oil-water mix, hydrocarbons, etc.)
 - PCB-containing material
 - Silica gel
 - Chemical sludge
 - Solvents / chemical substances / paints
 - Asbestos / Asbestos containing material
 - Broken porcelain / glass
 - Removal of sewage waste from tanks and drains
 - Mercury containing waste

4 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
EMP	ENVIRONMENTAL MANAGEMENT PROGRAMME
EPP	EMERGENCY PREPAREDNESS PLAN
CLN	CUSTOMER LOAD NETWORK (THIS IS THE AREA OF OPERATION FOR SITES OCCURRING WITHIN THE BOUNDARIES OF THE NORTHERN CAPE)
SHEQS	SAFETY ENVIRONMENTAL SAFETY QUALITY SECURITY

5 Management strategy and start up.

6 The Contractor's plan for the service

The Employer will inform the contractor with a task order of the services requested

The contractor may be requested to conduct site assessments to confirm waste types and quantities before actual collection, disposal and or treatment of waste management activities commences on sites

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

The contractor shall provide a route travel plan and emergency risk assessment before actual collection, disposal and treatment of waste management activities commences

On completion of activities issued in task order, the employer and contractor shall schedule a meeting to discuss the successful completion of the task order, or any corrective action for challenges or outstanding matters.

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

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:
Kick-off meeting (Optional)	7 Days before start of task order activity/activities	To be communicated	Employer, Contractor
Close-off meeting (Compulsory)	7 Day after last task order activity completed	To be communicated	<i>Employer, Contractor</i> —

8 Contractor's management, supervision and key people

The contractor shall provide direct supervision to all staff performing waste treatment, collection, handling, removal and transportation.

9 Provision of bonds and guarantees

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

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

10 Documentation control

Documentation in writing accepted via e-mail, fax or postage

Invoices for payments to be issued to relevant end user who requests "Goods Receive" number for the processing of the payment (eg. Line manager)

Waste Manifest, Safe disposal certificates, weighbridge receipts, treatments certificates, recycling certificates to be e-mailed to Western Grid(Western Cape) Environmental Management to franciA@eskom.co.za

And originals Couriered door to door delivery to:

Adrian Francis
Eskom
Transmission
Western Grid: Environmental Department
60 Voortrekker road
Bellville
7530

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 **Rodger Peense** 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)

12 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

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

1. Detailed method statement / work procedure shall form part of SHE file documentation.
2. Proof of the contractor's relevant certification or industry-specific registration must be submitted as a tender returnable.
3. Provide an example of web-based service records, if available.
4. Should the contractor's activities in performing the work, involve the handling of any hazardous chemical substances as defined in the OHS Act, a list of such chemicals shall be submitted as part of the SHE file documentation **(including the handling and transportation of asbestos containing material)**.
5. Dangerous goods declaration as part of the SHE file documentation
6. Competency certificates
7. Relevant and required training records of staff and training institution used
8. Safety Health and Environmental (SHE) file regulations (which would also include hazchem, emergency preparedness) and compiled as per Environmental and Safety requirements provided by the Western Grid(Western Cape) SHE Department.
9. Tremcard for relevant vehicles to be used

10. Registration from the City of Cape Town to transport hazardous waste, general waste etc via road

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.

http://www.eskom.co.za/live/content.php?Item_ID=9248

15 Training workshops and technology transfer

N/A

16 Design and supply of Equipment

N/A

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

18 Equipment

N/A

19 Information and other things

The following additional issues will form part of the mandate objectives:

The following Technical objective criteria will apply to this enquiry and needs to be met at contract award stage:

- a) Waste recyclers permit and air quality permit. This requirement implies that when a task order for a waste management activity pertaining recycling or air quality is issued as the need arise the service provider shall be required to submit copies these permits / licenses i.t.o. the National Environmental Management: Waste Act of 2008 (Act 59 of 2008). These documents will form part of other required documentation needed and stipulated in the NEC.
- b) Wastewater discharge permit:
 - o If to an on-site water treatment plant, water use license issued by Department of Water Affairs & Sanitation
 - o If to rivers, water use license issue by Department of Water Affairs & Sanitation
 - o If to on-site dams and evaporation ponds, water use license issued by the Department of Water Affairs & Sanitation.
 - o If to a Municipal Waste water treatment plant, the licence / permit registration number of such a plant.
- c) This requirement implies that when a task order for a waste management activity pertaining waste water discharge is issued as the need arise the service provider shall be required to submit copies these permits / licenses i.t.o. the National Environmental Management: Waste Act (Act 59 of 2008) and the National Water Act (Act 36 Of 1998) . These documents will form part of other required documentation needed and stipulated in the NEC.
- d) For all unlined dams / ponds, in addition to a water use license, a waste management license in terms of the National Environmental Management: Waste Act of 2008.
- e) This requirement implies that when a task order for a waste management activity pertaining waste disposal to unlined dams / ponds on the service provider's premises, premises of any sub-contractor used and or licensed landfill sites, is issued as the need arise the service provider shall be required to submit copies these permits / licenses i.t.o. the National Environmental Management: Waste Act (Act 59 of 2008). These documents will form part of other required documentation needed and stipulated in the NEC.

- f) The asbestos regulations promulgated in terms of the Occupational Health and Safety Act of 1993 also impose numerous obligations pertaining to asbestos removal. The Provincial Director of Labour must be notified of all asbestos work prior to the commencement of such work.
- g) Demolition of asbestos-containing infrastructure may only be carried out by a person who is registered with the Department of Labour as an asbestos contractor. Copy of the registration by DO: as an approved asbestos contractor is required.
- h) This requirement implies that when a task order for a waste management activity pertaining asbestos disposal is issued as the need arise the service provider shall be required to submit copy of a registration certificate as an approved asbestos contractor. This document can be submitted by contract conclusion stage or alternatively on request by the client before the issuing of the task order.
- i) Only people with Security Clearance will be allowed on the various Eskom premises. The owners and employees of the service providers should be successfully Security cleared before contract award.
- j) This requirement implies that Security Clearance is required for any service provider employee that will enter Eskom substations to provide the required waste management services as per task order issued. Security Clearance documentation for service provider team members can therefore be submitted annually or on request before a task order is issued. Security clearance is renewed periodically as per stipulated expiry date. Copies of security clearance documentation shall be submitted to the Security Department of the Northern Cape.
- k) The following objective SHE criteria to be met:
The owners and employees of the service providers should attend the Compulsory SHE Induction Training presented by the relevant role players at the TX Western Grid(Northern Cape), before contract award.
- l) SHE Induction implies that a Safety, Health, Environmental and Security induction will be provided by the SHE department of the Western Grid(Northern Cape) on contract award and shall be attended by any employees of the service provider that will be rendering a waste management related service as per task order issued to Western Grid(Northern Cape) substation site for the This induction can be done once off annually should the service provider be sure that team members and employees who will be entering sites will not change. Alternatively, relevant employees shall attend this induction as per task order issued and before commencing with any waste management activity or service.
- m) The Service Providers should successfully meet the Construction Regulations Audit requirements on contract award.
- n) This implies that Construction regulations i.t.o. the Occupational Health and Safety Act (Act 85 of 1993) are met together with other Environmental and Safety requirements as stipulated in the NEC and compiled and submitted in the form of a SHE file before any waste management service is provided as per task order issued. The Western Grid(Northern Cape) SHE department will provide the service provider the relevant checklist and listed requirements in order to assist the service provider to compile the SHE file. The SHE file will be evaluated against the required criteria and needs to be approved before any waste management service may start as per task order issued.

20 Management of work done by Task Order

Refer to heading Option X19 applies to this contract.

All work shall be done in terms of Task Orders that will be issued by the employer to the contractor / service provider.

No work may be commenced without a task order issued by the service manager of this contract.

No additional work may be done on arrival at sites that is outside the set task order scope or work and or quantities authorised.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

Before a task order is issued by the contract service manager, a quote for work to be done according to the agreed price list shall be requested from the contractor.

Once the scope of work and quotation has been confirmed, a task order will be issued by the contract service manager to the contractor on which work shall commence.

On work completion and confirmation thereof by the contract service manager, the contractor shall issue an invoice for which the contract service manager shall request a: Goods Received (GR)" for the processing of the payment.

Exception to the issue of a task order issued may be accommodated only when an emergency incident occurs, which poses major environmental threat, pollution and degradation to the environment and or any safety threat / risk to human life. Emergency environmental incidents may only be declared by the relevant BU Senior / executive manager.

NB: NO WORK IS QUARENTEED. TASK ORDER WILL BE ISSUED AS AND WHEN SERVICES ARE NEEDED / REQUIRED DURING THE DURATION OF THIS THREE YEAR CONTRACT

21 Health and safety, the environment and quality assurance

22 Health and safety risk management

1. Measures shall be implemented at Eskom sites that store waste to ensure that:
 - a) The containers in which any waste is stored are intact and fit for the safe storage of waste.
 - b) Measures are taken to prevent accidental spillage or leaking. In the case of an incident, mitigation measures shall be implemented as a priority.
2. Only permitted/licensed waste disposal facilities to be used.
3. Personnel involved in waste management must be appropriately trained in aspects of waste management, including the requirements of the Occupational Health and Safety Act, No 85 of 1993.
4. Waste contractors transporting hazardous waste will be required to provide Eskom with a route risk analysis and waste manifest procedure detailing the transportation, type of waste disposed of, quantities disposed of, and how and where the waste was disposed of, and providing a certificate of disposal. The transport of waste must be in accordance with national legislation.
5. Records must be maintained in accordance with applicable legislation.
6. Waste reporting must be done every month providing all the documentation of disposal and completing in a waste reporting template
7. A waste tracking receipt to be provided indicating the waste types received from the various sites and quantities collected and the responsible person to sign off the waste types
8. SHE Induction
9. SHE File to be prepared and submitted for evaluation and approval according to the environmental and safety requirements provided by the NC SHE department and shall also include the following:
 - Environmental Management Plan
 - Waste Management Plan
 - Emergency Preparedness Plan
 - Asbestos Management Plan

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

23 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

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

24 Quality assurance requirements

Legal requirement for Disposal of hazardous waste:

1. Waste may only be disposed of at appropriately permitted / licensed sites.
2. In order to demonstrate compliance with this obligation, the generator must be able to prove that

- a) The waste was indeed disposed of at such appropriately permitted destination (in other words, proof of arrival at the appropriately permitted destination is required).
- b) The required disposal method for the particular waste type has been followed by the operator of the landfill site.
- c) Acknowledgement of receipt by the operator of the receiving facility.
- d) Waste will be transported in accordance with the obligations imposed on the "operator" and "driver" by GN R 225 to the National Road Traffic Act of 1996, including the associated SANS Codes of Practice." (TREM cards, qualifications of the driver and emergency practices and transport labelled accordingly)
- e) National Environmental Management: Waste Act (Act 59 Of 2008)
- f) National Environmental Management Act, 107 of 1998
- g) Occupational Health and Safety at 85 of 1993
- h) Compensation for occupational injuries and diseases act 130 of 1993
- i) National Water Act, no 36 of 1998

NB: Prior to any payment is made by the Employer, the Contractor shall provide all supporting documentation to all the Employer's Agents as specified in this NEC.

No. ISO 14001:2015 Certification required and proof of current year ISO 14001:2015 compliance required.

25 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

26 People

27 Minimum requirements of people employed

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

28 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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 and provide relevant information as may be requested by the employer compliant to relevant access to Information legislation in South Africa.

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.

30 Subcontracting

31 Preferred subcontractors

Accredited Water Quality Testing Laboratories
Accredited Geo-Hydrological Service providers
Accredited Recycling Service providers
Accredited Laboratory to determine disposal rates

32 Subcontract documentation, and assessment of subcontract tenders

The contractor shall provide the accreditation documents of subcontractors which comply to legal and other relevant requirements based on their field of specialisation. These documentation or additional reports can be submitted by the main contractor to the Western Grid (Western Cape) Environmental Manager on completion of tasks of waste disposal and or treatment / recycling services on site/s as per task order issued.

33 Limitations on subcontracting

The contractor may use specialised services when the scope of work includes, additional water / soil quality tests, recycling of identified waste types, bio-monitoring, rehabilitation, remediation and or treatment of waste contaminated water or soil on sites.

34 Attendance on subcontractors

Any subcontractor who needs to access sites for assessing and performing a specialised activity on site will be subjected to the same access, security, environmental and safety and quality requirements as the contractor

35 Plant and Materials

36 Specifications

N/A

37 Correction of defects

N/A

38 Contractor's procurement of Plant and Materials

SUBSTATIONS:

Outiniqua CLN: Bacchus 180km, Palmiet 80km, Proteus 450km, Gourikwa 450km, Kappa 250km, Komsberg 300km, Droerivier 550km,
West Coast CLN: Aurora 150km, Juno 300km, Helios 450km
Koeberg CLN: Koeberg 40km, Ankerlig 55km, Sterrekus 35km
Peninsula CLN: Stikland 15km, Phillipi 35km, Muldersvlei 25km, Acacia 20km, Pinotage 40 km

LINES:

Line servitudes 300km

DEPOTS

Stikland lines 15km
Worcester lines 180km
HV Stikland 15km

Estimated distances from Eskom Bellville:

No lifting or weighing equipment on any Western Grid(Western Cape) Sites. Contractor responsible for these services and or equipment

No Eskom Staff available to handle, transport and dispose of waste management activities required as set out in this contract. Contractor responsible

- The Outiniqua area of operation:

Substation Name	Closest Town
Bacchus	Worcester
Palmiet	Villiers dorp
Proteus	Mossel Bay
Gourikwa	Mossel Bay
Kappa	Ceres
Komsberg	Laingsburg
Droerivier	Beaufort Wes

- The West Coast area of operation:

Substation Name	Closest Town
Aurora	Vredenberg
Juno	Vredendal
Helios	Loeriesfontein

- The Peninsula area of operation:

Substation Name	Closest Town
Muldersvlei	Stellenbosch
Stikland	Brackenfell
Acacia	Cape Town
Phillipi	Cape Town
Pinotage	Somerset Wes

The Koeberg CLN area of operation:

Substation Name	Closest Town
Koeberg	Duynefontein
Ankerlig	Atlantis
Sterrekus	Melkbos strand

The buildings of operation:

Building Name	Closest Town
Bellville head office	Bellville
Stikland lines	Stikland/brackenfell
HV lines	Stikland/brackenfell
Worcester depot	worcester

The lines servitudes area of operation:

Region covered	Closest Town
West coast metro	Vredenberg/Hopefield
Cape Metro	Goodwood/edgemoed/du noon

39 Tests and inspections before delivery

NONE

40 Plant & Materials provided “free issue” by the Employer

NONE

41 Working on the Affected Property

No work on any Northern Cape site to commence before:

- SHE & Security Induction
- SHE file/s evaluation and approval
- SHE file/s evaluations and approvals gets done in Kimberley.
- Contractors must schedule appointments in advance with the grid Environmental and Safety department
- For the purpose of this contract SHE file evaluations, approvals and inductions will be done once for all contractor/s employees on contract award.
- Should any changes in the contractor/s employees that will be working on site occur, it is the responsibility of the contractor/s to inform the grid SHE departments to reschedule SHE file evaluations and inductions for new staff.

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

- Security vetting for access to all our sites including National Key Point Hydra and Ferrum substations
- SHE Induction before entering any Western Grid(Northern Cape) substations site or depot
- SHE file/s submission for approval before at least 7 working days before work commences

43 People restrictions, hours of work, conduct and records

During working hours of Eskom Transmission Western Grid(Northern Cape) or as per arrangement with relevant supervisor or line manager

44 Health and safety facilities on the Affected Property

Eskom life Saving Rules

SHE Induction before starting with work

45 Environmental controls, fauna & flora

- Environmental Management Programme
- Waste Management Plan
- SHEQ Emergency Preparedness Plan
- Route Risk assessment and emergency plan

46 Cooperating with and obtaining acceptance of Others

- Proof of licenced hazardous and other landfill sites that will be used by service provider as authorised by the Department of Environmental Affairs, Department of Water Affairs and Sanitation
- Proof of licenced recycling facility / services to be used when required as authorised by the Department of Environmental Affairs, Department of Water Affairs

47 Records of Contractor's Equipment

NONE

48 Equipment provided by the Employer

NONE

49 Site services and facilities

50 Provided by the Employer

No Eskom staff is available to provide services. No sites will provide any equipment for the services needed to be conducted as stipulated by this contract.

51 Provided by the Contractor

Relevant vehicles, lifting equipment, staff to handle and transport waste.

52 Control of noise, dust, water and waste

Adherence to the Environmental Management Programme for the project

53 Hook ups to existing works

Hooking up may be required when cleaning activities inside oil dams are conducted.

Fall Arrest Systems (FAS) may be required to be worn by employees conducting any work at a height / level ground level.

Proven associated FAS training to contractor employees who are designated to work at heights are required.

54 Tests and inspections

55 Description of tests and inspections

N/A

56 Materials facilities and samples for tests and inspections

N/A

57 List of drawings

58 Drawings issued by the *Employer*

N/A

ANNEXURE A: SAFETY REQUIREMENTS

- SHE Requirements for the Eskom Commercial Process (32-726)
- Eskom Live Saving Rules Standard (240-26196227)

ANNEXURE B: ENVIRONMENTAL REQUIREMENTS

- SHE Requirements for the Eskom Commercial Process (32-726)
- Eskom Waste Management Standard (32-245)