



NEC3 Term Service Contract (TSC3)

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

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

for **THE REMOVAL OF GENERAL, HAZARDOUS,
MEDICAL AND MIXED WASTE FOR Dx PROPERTY
MANAGEMENT IN THE WESTERN CAPE
OPERATING UNIT**

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CONTRACT No. _____

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:

THE REMOVAL OF GENERAL, HAZARDOUS, MEDICAL AND MIXED WASTE FOR Dx PROPERTY MANAGEMENT IN THE WESTERN CAPE OPERATING UNIT

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	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	

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

Eskom Real Estate
Middle Manager Real Estate

Eskom Holdings SOC Limited
1 Maxwell Drive, Sunninghill, Sandton, 2157

(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:

Signature _____

Name _____

Capacity _____

On behalf of *(Insert name and address of organisation)* _____

Name & signature of witness _____

Date _____

For the Employer

Eskom Holdings SOC Limited
1 Maxwell Drive, Sunninghill, Sandton, 2157

C1.2 TSC3 Contract Data

Part C1.2a - 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:	
	dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure
		X1: Price adjustment for inflation X2: Changes in the law X7: Delay Damages X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	Lukanyo Matyila
	Address	Bellville Office 60 Voortrekker Road Bellville Cape Town 7530
	Tel	+27 (0) 21 915 2929
	e-mail	MatyilL@eskom.co.za

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

11.2(2)	The Affected Property is	Various sites within the Eskom Cape Coastal Cluster Western Cape
11.2(13)	The service is	THE Removal of General Hazardous, Medical and Mixed Waste for Dx Property Management in the Western Cape Operating Unit
11.2(14)	The following matters will be included in the Risk Register	Labour strikes, Time and Quality related delays
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One (1) week
2	The Contractor's main responsibilities	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One (1) month prior to the starting date of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 July 2026
30.1	The <i>service period</i> is	60 months
4	Testing and defects	As per requirements stated in the Service Information, refer to S3.1 Employers information, 4.3.2
5	Payment	
50.1	The <i>assessment interval</i> is	25 th of each month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks, dependant on BBBEE status of the contractor
51.4	The <i>interest rate</i> is	<p>(i) 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</p>

<p>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	Refer to clause 60 in the NEC3 Terms Services 3 Contract
7	Use of Equipment Plant and Materials	Refer to Section 3.1 under Employers Service Information, 5.6, 5.7 and 5.8
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. None
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	As stated for in the All-Risk Insurance Policy available on request from Eskom Group Insurance. Refer to http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The <i>Employer</i> provides these additional insurances	As stated for in the Employer's Assets All Risk Insurance Policy
83.1	The <i>Contractor</i> provides these additional insurances:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>
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 in the sum of R 50 000.00 (Fifty Thousand Rands) per event and without limit to the number of events that may arise during the course of the Contract.
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
9	Termination	Refer to clause 90 in the NEC3 Terms Services 3 Contract.
10	Data for main Option clause	
A	Priced contract with price list	

20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Four (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).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the arbitration procedure does not state who selects an arbitrator, is 	<p>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</p> <p>Western Cape Province of South Africa</p> <p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	2 months before the start of the contract. This Contract will be fixed rates for first year and subject to CPI escalation for the remaining period. CPI escalation will be applied at the anniversary of this contract date and for each respective year thereafter.
X2	Changes in the law	
X7	Delay Damages	

X7.1	Delay damages for Delivery are	Delivery of	amount per day
		One week outside the agreed delivery timelines	R200 per day
		Two weeks outside	R 300 per day

		agreed delivery timelines	
X17	Low service damages		
X17.1	The amounts for low performance damages are:	amount	performance level
		R 1000 per Task Order	For non-compliance to quality requirements on the description of good.
		R5 000 per Finding	Non-compliance to OHSACT
X18	Limitation of liability		
X18.1	The <i>Contractor</i> 's liability to the <i>Employer</i> for indirect or consequential loss is limited to		Value of the Contract
X18.2	For any one event, the <i>Contractor</i> 's liability to the <i>Employer</i> for loss of or damage to the <i>Employer</i> 's property is limited to		the amount of the deductibles relevant to the event described in the "Format A" insurance policy available on request from Eskom Group Insurance
X18.3	The <i>Contractor</i> 's liability for Defects due to his design of an item of Equipment is limited to		The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date <p>and the amounts excluded and unrecoverable from the <i>Employer</i>'s insurance (other than the resulting physical damage to the <i>Employer</i>'s property which is not excluded) plus the applicable deductibles in the <i>Employer</i>'s assets and works / maintenance policies available on request from Eskom Group Insurance</p>
X18.4	The <i>Contractor</i> 's 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</i>'s total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • loss of or damage to property (other than the <i>Employer</i>'s 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		Six (6) months after the end of the service

		<i>period.</i>
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	One (1) week of receiving the Task Order

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 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.

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.

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.

- 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.
- 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.
- 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.
- Further information and full details of all Eskom provided policies and procedures may be obtained from: Eskom Group Insurance.

C1.2 Contract Data

Part C1.2b - Data provided by the *Contractor*

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

Part C2: Pricing Data

TSC3 Option A

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	4

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
		1. the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and
		2. 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.

C2.2 the *price list*

Part 1

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Item no.	Description	Unit	Quantity	Rate	Price
1.	Bellville Building				
1.1	1 x 6 m ³ General Waste Bin Rental	Each	1		
1.2	Collection and transport to waste site	Each	1		
1.3	Disposal per m ³	Each	1		
1.4	1 x 8 m ³ Builder's Rubble Waste Bin Rental	Each	1		
1.5	Collection and transport to waste site	Each	1		
1.6	Disposal per m ³	Each	1		
1.7	Collection of fluorescent tubes, CFL's, etc. (20 boxes of 25 tubes - minimum per request)	Each	1		
1.8	Removal and incineration of Clinic Medical Waste	50 litres	1		
	NB: Tubes may vary in size and is not limited to 2-, 4-, 5- and 8-ft tubes.				
2.2	Brackenfell Complex (ERE)				
2.1	1 x 6 m ³ General Waste Bin Rental	Each	1		
2.2	Collection and transport to waste site	Each	1		
2.3	Disposal per m ³	Each	1		
2.4	1 x 8 m ³ Builder's Rubble Waste Bin Rental	Each	1		
2.5	Collection and transport to waste site	Each	1		
2.6	Disposal per m ³	Each	1		
2.7	Removal and incineration of Clinic Medical Waste	50 litres	1		
2.8	Collection of fluorescent tubes, CFL's, etc. (20 boxes of 25 tubes - minimum per request)	Each	1		
	NB: Tubes may vary in size and is not limited to 2-, 4-, 5- and 8-ft tubes.				
3.	Edgemead Marketing Centre				
1.1	1 x 6 m ³ General Waste Bin Rental	Each	1		
1.2	Collection and transport to waste site	Each	1		
1.3	Disposal per m ³	Each	1		
1.4	1 x 8 m ³ Builder's Rubble Waste Bin Rental	Each	1		

1.5	Collection and transport to waste site	Each	1		
1.6	Disposal per m ³	Each	1		
1.7	Collection of fluorescent tubes, CFL's, etc. (20 boxes of 25 tubes - minimum per request)	Each	1		
	NB: Tubes may vary in size and is not limited to 2-, 4-, 5- and 8-ft tubes.				

Total of the Prices for Part 1

--

Notes to the Price List Attached

1. The above rates exclude VAT.

Part C3: Scope of Work

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	This cover page	1
C3.1	<i>Employer's Service Information</i>	36
C3.2	<i>Contractor's Service Information</i>	0

	Total number of pages	

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C3.1 Service Information

Description of the service

Buildings where services are required:

1. Bellville Building – 60 Voortrekker Road, Bellville
2. Brackenfell Complex – Eskom Road, Brackenfell
3. Edgemead Marketing Centre- Edgemead

1. Employer's requirements for the service.

1. The supply and delivery of waste containers, per site, as specified in the Price List.
2. The collection, transportation and disposal of all waste as per Price List within 1 (one) day 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 and transportation cost, and the Employer will not provide any facilities, labour or equipment for this purpose.
5. A waste manifest document must be presented to the Employer's Agent prior to each collection. All waste to be removed from the Employer's site will be released by the Employer to the Contractor on documented evidence 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.
1. 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 the Act, Regulations and Procedures.
2. The Employer shall issue all requests for services, be this delivery or collection, to the Contractor via a task order.
3. 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) calendar days of the service.
4. List of waste types includes, but is not limited to, the following hazardous waste types:
 - Construction/builders rubble
 - E-waste (cartridges)

- Fluorescent tubes and CFL's
- Municipal-type waste

Closure of Site

In the event that a site closes down then the services at that site must come to a stop. No compensation will be paid when a site is closed.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CNC	Customer Network Centre
SP	Service Provider
OHSACT	Occupational Hygiene and Safety Act
SABS	South African Bureau of Standards
ISO	International Organization for Standardization
SANS	South African National Standards
ERE	Eskom Real Estate Department
N/A	Not Applicable

2. Management strategy and start up

2.1 The Contractor's plan for the service

The Contractor must detail below a plan which stipulates how he intends on performing the service throughout the *service period*, as required by clause 21.2.

1 Site Management

1. Upon arrival of the Contractor's staff on the site, they will present themselves to the Employer's Representative before starting to provide the works. The Contractors staff to always wear logo identification tops/ jackets/ overalls for immediate identification.
2. The Principal Contractor shall on a Monthly basis supply the Employer with monthly safety statistics for himself/herself and for all his/her Subcontractors.
3. The Contractor's staff will ensure that they restrict their movements on the Employee's premises to only those areas pointed out to them during the Employer's Induction Training intervention

3.2 Special Vehicle Requirements

As part of the Employer's Health and Safety requirements, all Contractor vehicles shall be equipped, as a minimum, with seatbelts for driver and all passengers, with specific reference to document 32-93: Eskom vehicle and driver safety management procedure

2.2 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress/feedback in terms of contract obligations	Monthly intervals or when deemed required by the <i>Service Manager</i> .	Bellville Eskom Office	<i>Employer / Service Manager / relevant Eskom representatives and appointed Contractor representatives.</i>

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

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

2.3 Contractor's management, supervision and key people

The *Contractor* must include an organogram of the structure that will be supporting with contract. The names, identity numbers, qualifications and experience must be listed.

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

The *Contractor* to ensure that all documentation relating to this contract is filed and kept on site for viewing by the *Service Manager* at any time. The *Contractor* must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the *Service Manager* at the end of the contract. Files are to be neatly labelled and indexed.

All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the *Service Manager*.

Any required Service will be communicated to the *Contractor* via a Task Order.

Feedback questionnaires must be duly completed by Eskom departmental supervisors and managers and forwarded to the Eskom Real Estate Department.

Eskom will periodically request detailed reports from the Contractor regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.

2.6 Invoicing and payment

The Contractor assesses the amount due and applies to the Employer for payment. The Contractor applies for payment with a tax invoice addressed to the Employer as follows:

- Name and address of the *Contractor*
- The contract number and title.
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number 4740101508.
- The total of
The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed. Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*.
- Less amounts to be paid by or retained from the *Contractor*.
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT.
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

Penalty Clause:

The Contractor is required to submit a Tax Invoice within thirty (30) days after completion of the task/services. If the Contractor fails to provide such an invoice on/before the prescribed thirty (30) day period, the invoice will be redeemed "late" and a penalty will be enforced by the Employer there after. The penalty is: 0.5 % of the value of the task order/service, for each week delayed.

The Contractor includes the following information on each tax invoice:

- Name and address of the Contractor
- The contract number and title
- Contractor's VAT registration number
- The total of
- The Price for each lump sum item in the Price List or Task Order which the Contractor has completed
- Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the Contractor has completed by the rate,
- Other amounts to be paid to the Contractor.
- Less amounts to be paid by or retained from the Contractor

The *Contractor* shall comply with the *Employer's* E-Invoicing process when submitting invoices for payment.

2.6.1 Payment Item Descriptions

The descriptions given for the payment items in the Price List, indicate the work to be allowed for in the tendered rates and prices for such payment items, and are for the guidance of the *Contractor* and do not necessarily repeat all the details of work and materials required by and described in the Service Information.

2.6.2 Prices to be Inclusive

The *Contractor* shall accept the payment provided in the Contract and represented by the rates and prices tendered by him in the Price List, as payment in full for executing and completing the work as specified.

Where the *Contractor* has priced an item as "nil" or "0-00" it will be deemed that no charges are or will be incurred against such an item. In the event of no price having been entered against any item, the tendered rate, price or sum will be taken as "nil" or "0-00".

2.6.3 Measurement Meetings

The *Contractor* shall attend monthly meetings with the *Service Manager* and Supervisor where all matters concerning payment shall be discussed. In particular the *Contractor* shall submit for the meeting a monthly statement together with all calculations and supporting data in substantiation of any payments.

2.7 Contract change management

Templates in terms of NEC3 as prepared by the *Service Manager* for payment certificates, early warnings and defect notifications can only be used in this contract.

The *Contractor* shall request this form from the *Service Manager*.

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

All records as required to back up any defined costs must be kept on file by the *Contractor* and be made available when requested by the *Service Manager*.

2.9 Insurance provided by the *Employer*

See Annexure A above

2.10 Training workshops and technology transfer

- Proof of training staff for handling hazardous waste
- Proof of Training Records.
- Proof of Training Facility
- Proof of Staff Trained.

2.11 Design and supply of Equipment

The *Contractor* takes full liability for the use of all equipment in the execution of Services for this contract.

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

2.12.1 Equipment

None

2.12.2 Information and other things

- Summary of lessons learnt during the contract period.
- Summary of training undertaken by the *Contractor's* employees over the duration of the contract.
- Copy of all completed questionnaires
- Copy of all monthly reports
- All Safety Files and all other relevant safety documentation relevant to this contract.
- Submit man hours every month when submitting invoice

2.13 Management of work done by Task Order

The *Contractor* must only carry out work if he receives a signed Task Order from the *Service Manager* or his delegates. Below is an example of a Task Order Form, whereby the format be changed at any time by the *Service Manager*.

Task Order

Task Order form for use when work within the service is instructed to be carried out within a stated period of time on a Task-by-Task basis

Task Order No. [•] service .[•]

To: [•].....
..... (Contractor)

I propose to instruct you to carry out the following task:

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: Date

(for *Employer*)

Total of Prices for items of work on the Price List
(details attached)

R._____

Total of Prices for items of work not on the Price List
(details attached).

R._____

Total of the Prices for this Task Order

R _____

The programme for the Task is

..... [ref] (attached)

Signed: Date

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed: Date:

(for *Employer*)

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

The supplier shall comply with the Health and Safety requirements. Refer to OHS Requirements-Waste Management services contract for Dx WC PM doc 240-73418055, SHE specification.

Refer to Annexure B: Eskom Acknowledgement Form for OHS legal and other requirements Unique ID 240-43921804.

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

3.2 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated below.

References:

- [1] Environmental Procedure: Waste Management, 32-245
- [2] Eskom Safety, Health, Environmental and Quality Policy, EPL 32-727
- [3] SANS 0290: 2008: Mineral oils – management and handling of PCB
- [4] PCB Phase out standard – 32-1135
- [5] Minimum Requirements for the handling, classification and disposal of Hazardous Waste (DWAF), version 2 of 1998.
- [6] National Environmental Management: Waste Act (Act 59 of 2008)
- [7] SANS codes for transportation of hazardous waste -10228 to 10234, 10206, 10265 at minimum.
- [8] Safety, Health and Environmental management of incidents 32-95.
- [9] National Waste Information Regulations, August 2012
- [10]Waste classification and management regulations: GN R 634, 23 August 2013
- [11]List of waste management activities that have, or are likely to have, a detrimental effect on the environment: GN 921, 29 November 2013
- [12]National norms and standards for the storage of waste: GN 926, 29 November 2013
- [13]National Environmental Management: Waste Act Amendment 2014, (Act 26 of 2014)

Informative References:

- [1] Basel Convention on the trans-boundary movement of hazardous waste
- [2] Environment Conservation Act (ECA), (Act 73 of 1989)
- [3] SANS ISO 14001 Environmental Management System: Requirements with guidance for use
- [4] Kyoto Protocol on the removal of greenhouse gases
- [5] Montreal Protocol on the removal of ozone depleting substances
- [6] National Environmental Management Act (NEMA), (Act 107 of 1998)
- [7] National Waste Management Strategy (NWMS) of 2011
- [8] Stockholm Convention on the identification and removal of persistent organic pollutants
- [9] Rotterdam convention on the banning of hazardous substances
- [10]Montreal Convention, the phase-out of ozone depleting substance

Add requirements: Refer to Annexure C1: Environmental Tender Evaluation & Scoring Card on Tender Returnable

- 1 "Environmental Policy MANDATORY"
- 2 "Company Organogram: showing environmental responsible persons MANDATORY"
- 3 "Environmental Aspects & Impacts Register (Activities, Products or Services) & Rating MANDATORY"
- 4 "Environmental Risks & Opportunities (SWOT) Register MANDATORY"
- 5 "Environmental Management Programme (EMP) - Project/ Site Specific MANDATORY"
- 6 "Waste management strategy/ Plan MANDATORY"
- 7 "Environmental Emergency Preparedness & Response Plan MANDATORY "
- 8 Communication strategy or communication Plan
- 9 "Environmental incident Register MANDATORY"
- 10 "Environmental Competency Training certificate MANDATORY"
- 11 "Environmental Appointment letters MANDATORY"
- 12 "Acknowledgement & Declaration of understanding of Eskom environmental documents & specifications. MANDATORY"
- 13 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION MANDATORY"
- 14 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION MANDATORY"
- 15 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION MANDATORY"
- 16 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION MANDATORY"
- 17 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION MANDATORY"
 - 17.1 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION OBJECTIVE"
 - 17.2 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION OBJECTIVE"
 - 17.3 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION MANDATORY"
 - 17.4 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION OBJECTIVE"
 - 17.5 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION MANDATORY"
 - 17.6 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION OBJECTIVE"
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- 19 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION OBJECTIVE"
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- 21 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION OBJECTIVE"
- 22 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION OBJECTIVE"
- 23 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION MANDATORY"
- 24 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION OBJECTIVE"
- 33 "Additional environmental requirement BY ESKOM WASTE STANDARD & LEGISLATION MANDATORY"

3.3 Quality assurance requirements

Quality management

System requirements

Clause 3.3.1 requires that the Contractor operate a quality management system as stated in the Scope. Include your requirements here

The Contractor shall control his activities and processes in accordance with Eskom's Quality Assurance Standard **QM58: Supplier contractor quality requirements specification**

The *Contractor* will be responsible for the verification and signing of the quality inspection points which must be maintained by the *Contractor* and presented to Eskom on request.

Refer to Supplier Quality Management: List of Tender Returnable Document Unique ID 240-12248652_Cat3_Rev7, Form A _Cat 3_Rev 9, Unique ID 240-68099512, Supplier Quality Management Specification (3) ID: 240-105658000, 240-109253302_Quality Control Plan or Inspection Test Plan(QCP or ITP) rev 2; 240-109253698CQP Template 2021

Information in the quality plan

Clause 3.3.2 requires that the Contractor provide a quality policy statement and quality plan which complies with requirements stated in the Scope.

- (a) The *Contractor* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide Quality Policy and Method statement or Contract Quality Plan
- (b) The *Contractor* agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the services rendered and inspection thereof;
- (c) The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
- (d) Eskom shall have the right to conduct surveys and perform surveillance of the *Contractor*'s facilities to
- (e) Eskom reserves the right to inspect any or all of the work. Verification by Eskom shall not absolve the *Contractor* of the responsibility to provide acceptable services, nor shall it preclude subsequent rejection by
- (f) The services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by Eskom shall be remedied by the *Contractor* upon demand by Eskom without undue delay and at no extra cost. The *Contractor* shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence
- (g) The *Contractor* / Consultant shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.
- (h) Nothing contained in the Contract shall relieve in any way the *Contractor* / Consultant from the obligation of Quality control thereof.
- (i) The *Contractor* / Consultant guarantees that the quantity, Quality and outward appearance of the delivered services will comply with the requirements of the contract and/or relevant specifications.
- (j) The *Contractor* / Consultant shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the *Contractor* / Consultant intends to perform the Contract.
- (k) The *Contractor* / Consultant shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.

Eskom reserves the right to assess and measure, in the selection process, the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all *Contractor* / Consultant to confirm the Quality evaluation

4. Procurement

4.1 People

The *Contractor* is solely responsible for the resolution of any dispute or problems that may occur between himself and his staff.

The *Contractor* undertakes to hold the *Employer* harmless against any determination or award made in terms of the Labour Relations Act No.66 of 1995 as amended.

The Contractor shall ensure that the people that are in employment at the time they take over the contract, are taken over in line with s197 of the Labour Relations Act as per the Constitutional Court ruling. This is applicable to cleaning and gardening staff.

4.1.2 BBBEE and preferencing scheme

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, duly completed, dated and signed by both deponent and the commissioner of oaths, and stamped by the commissioner of oaths) for EME/QSE level 1 to 2.

SDL&I Requirements

N/A

4.2 Subcontracting

4.2.1 Preferred subcontractors

Since delivery will take place through a local dealership specified on the sub-order (placed directly with the Manufacturer), the onus will be on the Manufacturer to ensure that the participating dealers are aware of the terms and conditions as well as the practical operation contract

4.2.2 Subcontract documentation, and assessment of subcontract tenders

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, duly completed, dated and signed by both the deponent and the commissioner of oaths, and stamped by the commissioner of oaths).

4.2.3 Limitations on subcontracting

The use of Subcontractors by the *Contractor* must be approved in writing by the *Service Manager* before commencement on site.

4.2.4 Attendance on subcontractors

This is the sole responsibility of the *Contractor*.

4.3 Plant and Materials

4.3.1 Specifications

Refer to Price List for specification of plant and equipment to be supplied to the sites on the contract.

4.3.2 Correction of defects

The contractor corrects defects within 14 days which minimises the adverse effects of the Employer Or Others. If the contractor does not correct the Defect within the 14 days, the Service Manager assesses the cost to the Employer or having the Defect corrected by other persons and the Contractor pays for this amount.

4.3.3 Contractor's procurement of Plant and Materials

Refer to Pricing List for Plant and equipment specifications to be supplied to sites.

4.3.4 Tests and inspections before delivery

N/A

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

The *Employer* will not provide any materials for use by the *Contractor*.

5. Working on the Affected Property

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

The Contractor and all of his staff shall undergo Eskom induction prior to entering the Affected Property.

5.1.1 Roads and Vehicles

- All vehicles used on site, by the *Contractor* will be compliant with Eskom Standards.
- All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.
- Drivers of vehicles in the Eskom Property will be required to obtain an Eskom Driver Permit.

5.1.2 Security

- The *Contractor's* staff will be subject to all security measures, rules and regulations of the Eskom Security Services
- Vehicles and staff agree and accept the searching of all staff, bags, briefcases and vehicles.

5.1.3 Access to and Departure from the Site

- Access to all sites will be via the main security gate. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- All persons entering Eskom sites are subjected to alcohol testing.

5.1.4 Temporary Gate Permits

- The *Contractor* provides the *Employer* with the personal details of their staff at least two weeks prior to the contract start date. All names and details to be submitted to the *Employer* who arranges for all gate permits.

- If an employee is no longer in the employ of the *Contractor*, the *Contractor* shall notify the *Employer* in advance, and replacements communicated to the *Employer* as well, whereby they will have to attend induction as well.
- The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved Eskom security form.

5.1.5 Removal

- The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant Eskom security forms and the equipment lists.
 - If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.
 - The removal of any item at a later stage of the contract will require a security form with the necessary approval and responsible manager's signature.
 - If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's Representative*, on receipt of the original security form, with which the *Contractor* brought the equipment on site.

5.2 People restrictions, hours of work, conduct and records

- The *Contractor* is responsible for the provision of transportation for all personnel to site, from site and on Site.
- The *Contractor* is responsible for the training and development of his staff whilst employed by the *Employer*.
- The *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors and the *Service Manager* shall have access to these records at any time.

5.3 Health and safety facilities on the Affected Property

Contractor to provide own Emergency preparedness procedure and align to site emergency procedure.

5.4 Environmental controls, fauna & flora

5.4.1 Protection of Flora

The removal, damage and disturbance of indigenous flora are prohibited.

The use of herbicides is prohibited unless accepted by the *Service Manager*.

5.4.2 Protection of the Fauna

The *Contractor* shall protect fauna living within the Site and shall ensure that hunting, snaring, poisoning, shooting, nest raiding or egg collecting and disturbance does not occur.

The *Contractor* is to ensure that his employees are instructed not to feed wild animals.

The use of pesticides is prohibited unless accepted by the *Service Manager*.

No domestic pets or livestock are permitted on site.

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* will cooperate with the *Service Manager*, his delegates and support structures, in matters relating to this contract.

The *Contractor* will cooperate with the management staff of the Affected Property.

The *Contractor* will cooperate with all statutory authorities or inspection agencies.

5.6 Records of *Contractor's* Equipment

Prior to starting work on the Affected Site, the *Contractor* will compile a list of his equipment, either owned or hired, which will be used for the execution of this contract. It should include the make, type, year of manufacture, colour and function or use. This list will be signed off by the *Contractor* and the *Service Manager*.

- Any electrical equipment or appliances used by the *Contractor* must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- The *Employer* has the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

5.7 Equipment provided by the *Employer*

Prior to starting work on the Affected Site, the *Contractor* will compile the list of the *Employer's* equipment which is on site and will be used for the execution of the contract. This list will be signed off by the *Contractor* and the *Service Manager*.

All of the *Employer's* equipment will be returned to the *Employer* by the *Contractor* upon termination of the contract.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

5.8.1.1 Water and Electricity usage

- Water and Electricity will be supplied by the *Employer* and must be used in accordance with the Eskom Environmental objectives.
- The *Employer* will provide a central waste disposal area.
- The *Employer* will provide ablution facilities for use by the *Contractor's* employees on site.

5.8.1.2 Offices, Workshops and Stores

- The *Contractor* will make use of the work areas provided by the *Employer* in pursuit of doing Eskom work. The cleaning and housekeeping of all areas provided is the responsibility of the *Contractor*.

5.8.2 Provided by the *Contractor*

- The Contractor shall provide everything else necessary for Providing the Service.

5.9 Control of noise, dust, water and waste

Comply with the Occupational Health and Safety Act, Act 85 of 1993 and the applicable Regulations relating to noise and dust. The Water Act, Act 54 of 1956 for water and the Waste Act, Act 107 of 1998

Having due regard for local communities and dwellings, the *Contractor* shall restrict any of his operations which result in undue noise disturbance to those communities and dwellings.

The *Contractor* shall take appropriate measures to minimise the generation of dust as a result of his works, operations and activities to the satisfaction of the *Service Manager*.

The management of solid waste on site shall be strictly controlled and monitored. Only accepted waste disposal methods shall be allowed.

Littering shall be avoided.

(a) Domestic waste

Metal refuse bins or equivalent plastic refuse bins, all with lids, shall be provided by the *Employer* for all buildings. Refuse shall be collected and removed by the *Contractor* from all facilities on a daily basis to the central waste disposal area.

(b) Organic waste

Refuse from food preparation and eating areas shall be collected and removed daily. Organic Waste shall be disposed of as per Domestic Waste.

(c) Used oil and grease

Used oil and/or grease shall be removed from site and sold to an accepted used oil recycling company.

(d) Hazardous waste

All hazardous waste shall be disposed of in an accepted hazardous waste disposal site and a disposal certificate supplied to the *Service Manager*.

5.10 Hook ups to existing works

Should the *Contractor* require interfacing his equipment to the Affected Facility, this will be done at the *Contractor*'s cost based on approval by the *Service Manager*.

Compliance to the Eskom Life Saving procedure and Work at Height Standard, 32-418.

5.11 Tests and inspections

- Inspection sheets to be displayed at the required work areas.
- Supervisor to do inspections as per check list, and sign off as verified,
- All check lists and Supervisor reports are to be submitted to the *Service Manager* timeously.

5.11.1 Description of tests and inspections

Refer to Employer's requirements for the service above

5.11.2 Materials facilities and samples for tests and inspections

N/A