



## NEC3 Term Service Contract (TSC3)

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

and .....  
(Reg No. )

for **Waste Removal Services for the KwaZulu Natal  
Operating Unit on an as and when required basis for  
a period of thirty-six (36) months.**

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**CONTRACT No.**

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Waste Removal Services for the KwaZulu Natal Operating Unit on an as and when required basis for a period of thirty-six (36) months

## **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:

### Waste Removal Services for the KwaZulu Natal Operating Unit on an as and When Required Basis for a Period of Thirty-Six (36) Months.

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	<b>Rates Only</b>
	Sub total	<b>Not Applicable</b>
	Value Added Tax @ 15% is	<b>To be applied to invoices (if applicable)</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>Rates Only</b>

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

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## 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) ..... Nozipho Mpanza .....  
 Capacity ..... Dx Central East Cluster Senior  
 Manager Operations and Maintenance .....  
**for the** ..... Eskom Holdings SOC Limited  
**Employer** ..... 25 Valley View Road, New Germany, 3610

.....  
 (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.

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

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the *Employer* prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A 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*

Nozipho Mpanza

Dx Central East Cluster Senior Manager  
Operations and Maintenance

Eskom Holdings SOC Limited  
25 Valley View Road, New Germany, 3610

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## C1.2 TSC3 Contract Data

### Part C1.2a - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X4: Parent company guarantee</b>
		<b>X13: Performance Bond</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Service Manager</i> is (name):	<b>Mfundo Maphanga</b>
	Address	<b>25 Valley View, New Germany, 3601</b>
	Tel	<b>+27 11 800 4892</b>
	e-mail	<a href="mailto:maphanam@eskom.co.za">maphanam@eskom.co.za</a>

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	The Service Manager is (name):	<b>Lwazi Nzama</b>
	Address	<b>25 Valley View, New Germany, 3601</b>
	Tel	<b>+27 31 710 5328</b>
	e-mail	<a href="mailto:nzamalw@eskom.co.za">nzamalw@eskom.co.za</a>
11.2(2)	The Affected Property is	<b>KwaZulu Natal Operating Unit</b>
11.2(13)	The <i>service</i> is	<b>Waste Removal Services for the KwaZulu Natal Operating Unit on an as and when required basis for a period of thirty-six (36) months.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Labour strikes, Power supply interruptions or failures, Municipal water interruptions</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>One (1) week</b>
2	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The Contractor submits a first plan for acceptance within	<b>As deemed by the Service Manager</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is	<b>36 Months</b>
4	<b>Testing and defects</b>	<b>As per requirements stated in the Service Information</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25th day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Four (4) weeks.</b>

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51.4

The *interest rate* is

(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

(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. None									
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<table><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr><tr><td>Assets All Risk</td><td>As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.</td></tr><tr><td>Project insurance</td><td>As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.</td></tr><tr><td>General and Public Liability</td><td>As per the Eskom Insurance policy document, which is available on request from</td></tr></table>	Insurance against	Minimum amount of cover or minimum limit of indemnity	Assets All Risk	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.	Project insurance	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.	General and Public Liability	As per the Eskom Insurance policy document, which is available on request from	
Insurance against	Minimum amount of cover or minimum limit of indemnity										
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			the Eskom Insurance department.
		Environmental Liability	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.
		Transport (Marine)	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.
		Motor Fleet and Mobile Plant	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.
		Terrorism	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.
		Cyber Liability	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.
83.1	The <i>Contractor</i> provides the these insurances:	<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
		Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.
		Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.
		Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.

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

9	<b>Termination</b>	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	<b>Data for main Option clause</b>		
<b>A</b>	<b>Priced contract with price list</b>		
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	<b>Four (4) weeks</b>	
11	<b>Data for Option W1</b>		
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.	
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>	

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W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
	<ul style="list-style-type: none"> <li>• if the Parties cannot agree a choice or</li> <li>• if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	

12	<b>Data for secondary Option clauses</b>	
X1	<b>Price adjustment for inflation</b>	<b>Fixed rates for the first 12 months, thereafter Price adjustment would be applicable as per below</b>
X1.1	The <i>base date</i> for indices is	<b>1 month prior to tender closing date. The rates can be adjusted using CPI after the anniversary of the contract, upon application from the <i>Contractor</i> and approval by the <i>Employer</i>.</b>
	<b>Proportion for all adjustments</b>	<b>Generally, 85% of the Rate will be Subject to CPA with 15% Remaining Fixed or Non-Adjustable,</b>
	<b>General Waste - Rental Rates P&amp;G's:</b>	<b>85% SeifsaTable D4 - Consumer Price Index (CPI)</b>
	<b>Transport</b>	<b>65% Seifsa Table L2b- Road Freight Costs 20% Seifsa Table L3 - Petroleum Product Index</b>
	<b>Disposal Rates</b>	<b>85% SeifsaTable D4 - Consumer Price Index (CPI)</b>
	<b>Labour Rates</b>	<b>85% Seifsa Table C3a - Actual Labour Cost (field force)</b>
	<b>Materials and Subsistence</b>	<b>85% SeifsaTable D4 - Consumer Price Index (CPI)</b>
	<b>On Site Management Rates</b>	<b>85% SeifsaTable D4 - Consumer Price Index (CPI)</b>
		<b>85% SeifsaTable D4 - Consumer Price Index (CPI)</b>

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	<b>Outright purchase Rates</b>	
	<b>Recycling storage Container</b>	<b>85% SeifsaTable D4 - Consumer Price Index (CPI)</b>
	<b>Grey Water Removal</b>	<b>85% SeifsaTable D4 - Consumer Price Index (CPI)</b>
<b>X2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
<b>X4</b>	<b>Parent company guarantee</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>TBC</b>
X17.1	The <i>service level table</i> is in	<b>The Service Information C3.1 - 2.14</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>Value of the Contract</b>
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	<b>The amount of R 2 Million in respect of the deductibles payable with regard to the Employer's Property Damage Asset Insurance</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The total of the prices with respect to the defective item, plus the amount of the deductibles payable with respect to the resultant damage.</b>
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	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• <b>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and</b></li> <li>• <b>infringement of an intellectual property right.</b></li> </ul>
X18.5	The <i>end of liability date</i> is	<b>Six (6) months after the end of the <i>service period</i>.</b>

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<b>X19</b>	<b>Task Order</b>
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within <b>One (1) week of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b> <b>Z1 to Z14 always apply.</b>

## **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**

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- 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*:

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- 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.

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**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.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

## **Z12 Insurance**

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

#### **Insurance cover 83**

- 83.1 When requested by a Party, the other Party provides certificates or broker stating that the insurances required by this contract are
- 83.2 The *Contractor* provides the insurances stated in the Insurance 1 *starting date* until the earlier of Completion and the date of the te certificate.

**INSURANCE TABLE A**

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



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

**Z 12.2 Replace core clause 86 with the following:**

**Insurance  
by the  
Employer**

86

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

**INSURANCE TABLE B**

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

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### **Z13 Nuclear Liability**

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

### **Z14 Asbestos**

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

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

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

Z14.: The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.: Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.: The *Employer* manages asbestos and ACM according to the Standard.

Z14.: In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.: The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.: The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.: Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer*.

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at the *Employer's* expense, and conducted in line with South African legislation.

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## 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 .

<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>Part C2 – Pricing Data</b>
11.2(19)	The tendered total of the Prices is	<b>Rates Based</b>

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## C1.3 Forms of Securities

### Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

***[Note to contract compiler:***

***Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]***

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee  
Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Service Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

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## Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

**Eskom Holdings SOC Ltd**  
**Megawatt Park**  
**Maxwell Drive**  
**Sandton**  
**Johannesburg**

Date:

Dear Sirs,

### Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

**Eskom Holdings SOC Ltd**

(the *Employer*) and

**{Insert registered name and address of the Contractor}**

(the *Contractor*), for

**{Insert details of the works from the Contract Data}**

(the *works*).

I/We the undersigned

on behalf of the *Contractor's*  
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

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Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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



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## Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

**Eskom Holdings SOC Ltd**  
**Megawatt Park**  
**Maxwell Drive**  
**Sandton**  
**Johannesburg**

Reference No. [●] *[Drafting Note: Bank reference number to be inserted]*

Date:

Dear Sirs

Performance **Bond – Demand Guarantee**: *[Drafting Note: Name of Contractor to be inserted]*

Project [ ] Contract Reference: ..... *[Drafting Note: Contractor contract reference number to be inserted]*

1. In this Guarantee the following words and expressions shall have the following meanings:-
  - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
  - 1.2 “Bank’s Address” - means [●]; *[Drafting Note: Bank’s physical address to be inserted]*
  - 1.3 “Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*
  - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Contractor to be inserted]*
  - 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
  - 1.6 “Expiry Date” - means the earlier of
    - the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
    - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
  - 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
  - 1.8 “Services” - means [insert as applicable.].
2. At the instance of the Contractor, we the undersigned \_\_\_\_\_ and \_\_\_\_\_, in our respective capacities as \_\_\_\_\_ and \_\_\_\_\_ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
  - 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General

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Manager or its delegate;

3.2 state the amount claimed ("the Demand Amount");

3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and

4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.

6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.

7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:

8.1 shall expire on the Expiry Date until which time it is irrevocable;

8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;

8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and

8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at \_\_\_\_\_

Date \_\_\_\_\_

For and behalf of the Bank

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Bank Signatory: \_\_\_\_\_

Bank Signatory: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Bank's seal or stamp

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## Part C2: Pricing Data

### TSC3 Option A

Document reference	Title	Page no's
	This cover page	
C2.1	Pricing assumptions: Option A	
C2.2	The <i>price list</i>	

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## 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:

- |                                     |      |                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Identified and defined terms</b> | 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                                                                                                                                                                                                                                                                        |
|                                     |      | <ol style="list-style-type: none"> <li>1. the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>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.</li> </ol> |
|                                     |      | (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).

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## **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.

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## C2.2 the *price list*

**NB:** Rates must be inclusive of travelling, consumables, materials, equipment, labour, supervision, PPE, overheads and profit

# DISTRIBUTION KZN

Item+A1:D24	Description	Unit	Rate
1.	GENERAL WASTE - RENTAL RATES		
1.1	240L Trolley Bin - Monthly Rental (per bin)	Per month	
	Disposal (emptied once per month)	Per lift	
1.2	6m <sup>3</sup> skip – Rental	Per day	
	6m <sup>3</sup> skip – Rental	Per month	
1.3	7m <sup>3</sup> skip – Rental	Per day	
	7m <sup>3</sup> skip – Rental	Per month	
1.4	11m <sup>3</sup> skip – Rental	Per day	
	11m <sup>3</sup> skip – Rental	Per month	
1.5	31m <sup>3</sup> skip – Rental	Per day	
	31m <sup>3</sup> skip – Rental	Per month	
2.	TRANSPORT RATES		
2.1	Transport of General Waste	Per km	
2.2	Transport of Hazardous Waste	Per km	
2.3	Transport of e-Waste	Per km	
2.4	Transport of Trolley Bins	Per km	
2.5	Transport of 210L Drums	Per km	
2.6	LDV	Per km	
2.7	4x4	Per km	

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<b>3.</b>	<b>DISPOSAL RATES</b>		
<b>3.1</b>	<b>Disposal of General Waste from:</b>		
	- Newcastle Town Centre	Per Ton	
	- Ladysmith Town Centre	Per Ton	
	- Empangeni Town Centre	Per Ton	
	- Margate Town Centre	Per Ton	
	- Mkondeni (PMB)	Per Ton	
	- Mersey Training	Per Ton	
	- Westville (Menston Rd)	Per Ton	
	- Mkondeni Training Centre	Per Ton	
	New Germany	Per Ton	
<b>3.2</b>	<b>Disposal of Hazardous Waste at H:H Site:</b>		
	- Asbestos waste	Per Ton	
	- Contaminated solid waste	Per Ton	
	- Non-PCB solid waste	Per Ton	
	- Fibreglass	Per KG	
	- Lightbulbs/bulbs etc in a cardboard box	Per KG	
	- Lightbulbs/bulbs etc in a metal coffin box	Per KG	
<b>3.3</b>	<b>Disposal of e-Waste</b>	Per Ton	
<b>3.4</b>	<b>Disposal per 240L Trolley Bin</b>	Per Trolley	
<b>3.5</b>	<b>Disposal per 210L Drum</b>	Per Drum	
<b>3.6</b>	<b>Disposal of Grey Water</b>	Per Ton	
<b>3.7</b>	<b>Cleanout and removal of contaminated soil at vehicle wash bays (incl Oil/Grease)</b>	Per KG	
<b>3.8</b>	<b>Cleanout of oil separator units at CNC and RDC facilities and removal of contaminated material</b>	Per KG	
<b>3.9</b>	<b>Disposal of Hazardous Waste from:</b>		
	- Newcastle Town Centre	Per Ton	
	- Ladysmith Town Centre	Per Ton	



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	- Empangeni Town Centre	Per Ton	
	- Margate Town Centre	Per Ton	
	- Mkondeni (PMB)	Per Ton	
	- Mersey Training	Per Ton	
	- Westville (Menston Rd)	Per Ton	
	- Mkondeni Training Centre	Per Ton	
	- New Germany	Per Ton	
4.	LABOUR RATES		
4.1	Standby to Load	Per hour	
4.2	Driver	Hour	
4.3	Hazmat Technician	Hour	
4.4	Skilled Labour/ Assistant	Hour	
5.	MATERIALS AND SUBSISTANCE		
5.1	Level E Disposable Paper Suits	Ea.	
5.2	Level D Disposable Suits	Ea.	
5.3	PVC Gloves	Per pair	
5.4	Disposable Respirators	Ea.	
5.5	Accommodation	Per day	
6.	ON-SITE MANAGEMENT RATES		
6.1	Labour – 1 x General Sorter	Per month	
	Incl. UIF, PPE, Staff welfare/ training, Medicals etc.		
6.2	Management Fee incl. Admin, Supervision Visits (4 per month), Stationary etc.	Per month	
7.	OUTRIGHT PURCHASE RATES		

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7.1	6m <sup>3</sup> Bin	EA	
7.2	7m <sup>3</sup> Bin	EA	
7.3	11m <sup>3</sup> Bin	EA	
7.4	31m <sup>3</sup> Bin	EA	
7.5	240L Trolley Bin	EA	
7.6	210L Drum	EA	
7.7	Labels per Drum	EA	
8.	RECYCLING STORAGE CONTAINER RATES		
8.1	Bulk Bags	EA	
8.2	Single Frames	EA	
8.3	Double Frames	EA	
8.4	Office Boxes	EA	
8.5	240L Recycling Bin (Plastic/ Paper/ Cans/ Glass)	EA	
8.6	Fluorescent Tubes in a metal coffin box	Per KG	
9.	GREY WATER REMOVAL		
9.1	Diaphragm Pump 2' – Including hoses and Con	Hr	
9.2	190 CFM Compressor	Hr	
9.3	Dust Masks	Each	
9.4	PVC Gloves	Pair	
9.5	Disposal	Per Ton	

#### Notes to the Price List

1. The rates in the Price List exclude VAT.
2. The rates offered will remain fixed and firm for the first 12 months of the contract period, thereafter escalation may be applied for, in writing annually based on CPI by the Contractor Refer to secondary option clause X1 for price adjustment factors.
3. The escalation will be applied after the Contractor has submitted a request for price adjustment and this has been approved
4. Escalation will not apply to items relating to % Markups.

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## Part C3: Scope of Work

Document reference	Title	Page nos
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Waste Removal Services for the KwaZulu Natal Operating Unit on an as and when required basis for a period of thirty-six (36) months

## C3.1: *EMPLOYER'S SERVICE INFORMATION*

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## 1. Description of the service

### 1.1. Executive overview

TO PROVIDE A SAFE WASTE REMOVAL SERVICE FOR ESKOM DISTRIBUTION IN THE KWA-ZULU NATAL OPERATING UNIT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Rates to remain fixed and firm for a 12-month period, thereafter annual escalation to be aligned to CPI

Personal Protective Equipment cost – **ALL STANDARD PPE MUST BE BUILT INTO THE LABOUR RATES AND WILL NOT BE CHARGED AS A SEPARATE ITEM.**

PLEASE NOTE DISPOSAL OF THE WASTE WILL BE IN ACCORDANCE WITH THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT (107 OF 1998) AND OTHER ENVIRONMENTAL LAW REQUIREMENTS

The services will only be rendered at specified Eskom sites.

All contract requirements shall be strictly adhered to and only be carried out by trained and competent persons. Any deviation from the contract requirements can lead to termination of the contract.

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## 1.2. **Employer's requirements for the service**

### **Waste Removal Services**

Services will include the provision of waste receptacles as well as the collection, treatment and disposal of the following:

- **General Waste** which includes office waste, selected construction material and domestic waste
- **Hazardous Waste** (asbestos waste, asbestos contaminated waste, polychlorinated biphenyls (PCBs) contaminated solid and liquid waste, Non-PCB solid and liquid waste, CFL and fluorescent tubes, fibre glass, silica gel, sewage waste, e-waste).
- **Hazardous Waste** which also includes cement effluent and cement bags.
- **On-Site Waste Management** at specified Area Offices: A total waste management service to ensure improved waste separation, increase in revenue on recyclable wastes, tighter control on waste movements and accurate recording of waste volumes by category type which would enable Eskom to recycle with a goal of reducing the current waste account.
- **Grey Water Removal** – to remove grey (dirty) water from accommodation units, for example kitchens and showers which cannot be allowed to flow over the open areas. Grey water is therefore collected into soak pits which then become full and needing draining thereof to prevent spillages. This is generally in the volumes of 10 000 litres at a time and thereafter disposed registered dumping sites.

Environmental Management Plan detailing the travel routes, detailing the legal requirements and associated risks, licenced landfill sites that must be used for the safe disposal of hazardous waste.

The Service Provider must provide copies of the permits for the registered landfill sites at which the hazardous waste and domestic waste will be safely disposed of.

Collection and removal of all waste within 8 hours after being notified by the Eskom Representative.

Adequate skips, bins and other containers must be provided at the specified sites.

The Eskom Representative and Service Provider will arrange specific times for collection.

The Service Provider is responsible for all loading and transportation, and Eskom will not provide any facilities, labour or equipment for this purpose.

The Eskom Representative will set up a meeting (liaise) with the Service Provider to discuss the collection times/ dates with the Service Provider and/or notify the Service Provider for the collection of material, where after the Service Provider will have 8 hours to collect.

Certificates: a Correctly completed Waste Manifest, Weigh Bridge Certificate and Safe Disposal Certificate must be presented to Eskom after each consignment of waste is removed from site.

Waste classification and hazardous rating to be completed in manifest and safe disposal certificates

Note that NO PAYMENT will be made until Eskom receives a copy of the Waste Manifest, Weigh Bridge Certificate and Safe Disposal Certificate.

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No guaranteed minimum or maximum quantities will be given by Eskom. Wastage will only be released by Eskom to the Service Provider on documentary proof that the driver/representative is authorised to do so.

A Remittance Advice together with a copy of the Safe Disposal Certificate must clearly indicate the date of collection, from which Eskom site, the contact details of the Eskom representative at that site, the type and volume of material collected and vehicle registration number.

The Contract Number must always be quoted on the Remittance Advice as well as on the Tax Invoice.

The supplier shall ensure that where appropriate, waste is being recycled or re-used.

hazardous waste streams will not be mixed with other waste streams on site and during transport once collected from site

- All Vehicles entering the sites for waste to be collected will be subjected to security checks. No person may collect waste from premises unless such person is authorised by law to collect that waste.
- The Driver must comply with all Eskom lifesaving rules and ensure that the vehicle is of a roadworthy condition.

The transport of dangerous goods is undertaken in accordance with the National Road Traffic Act 1996 and regulations under GN R225 of 17/03/00 (dangerous goods are commodities, substances and goods listed in the standard specification of the SANS SABS 0228 – “The identification and classification of dangerous substances and goods”) [NRTA / GN R225 of 17/03/00]; NEM: WA, 2008, S25 e.g. Is the vehicle authorised to collect waste,

Waste transport vehicles shall, in the designated space, carry the following documents:

- a) a transport emergency card, in the form of a TREMCARD or TREC for each dangerous goods item;
- b) one or more dangerous goods declaration(s) to cover all the goods that comprise the load;
- c) confirmation of classified waste, if applicable;
- d) container packing certificate, if applicable (see SANS 10231); and
- e) A nominally empty packaging certificate (see SANS 10406), if applicable.
- f) Vehicles that transport waste products classified as dangerous goods shall comply with the requirements of 4.1 to 4.5 (inclusive) of SANS 10232-1.

#### **Emergency:**

The contractor must provide services for collection and transport of hazardous waste in the event of an emergency. This requires collection outside of daylight working hours.

#### **Copies of the following to be supplied before Contract shall commence:**

Dangerous goods declaration.  
Competency Certificates.  
Training records  
Safety Health and Environmental File regulations (WHICH WOULD ALSO INCLUDE HAZCHEM, EMERGENCY PREPAREDNESS)  
Training Institution used.  
TREMCARD  
Environmental Management Plan  
Emergency preparedness plan

#### **☐ Legislation knowledge and compliance:**

- National Environmental Management: Waste Act (*Act 59 Of 2008*)
- *National Environmental Management Act, 107 of 1998*



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- Income tax act (Act 58 of 1962)
- Public liability insurance
- Basic condition of employment act
- Occupational Health and Safety at 85 of 1993

The frequency of the services will be stipulated by the Service Manager.

The Contractor must only execute the service when issued with a Task Order

Task Orders will be issued on an as and when required basis.

In the event of the Contractor not executing or completing the Task Order as planned, the Service Manager at his discretion may withdraw the Task Order from the Contractor. The Contractor shall not be compensated for any claims arising due to the withdrawal of the Task Order. This will be deemed as non-performance by the Contractor.

The Contractor shall provide all labour, supervision, administration and management, plant, equipment, tools, supplies and material required to provide service.

The Contractor shall be required to execute the service at various sites across the province of KwaZulu Natal. The Contractor shall be required to provide a service at these sites as and when the *Employer* deems it necessary.

The Contractor shall be allocated to a home centre however the *Employer* may request the Contractor to provide the service across the cluster as it deems necessary.

The Contractor must be available at short notice to execute the services.

The Contractor will be required to be available 24 hours 7 days a week to respond to any services deemed an emergency by the Employer. In terms of emergencies the Contractor's response time to call-outs shall be within 6 hours, for all other callouts a response time of 48 hours is required or as agreed upon by the Service Manager.

The Contractor may be required to provide quotations for works as specified by the Service Manager or his delegate. For emergency works the timeframe is specified under the preventative maintenance section.

The response time for the Contractor to supply quotations for other works shall be 72 hours or as agreed upon at the time of request.

The Contractor will be compensated for travelling to site for emergency or breakdown works. The Contractor will be compensated based on a round trip from the allocated home centre. The Contractor will be compensated for travel cost per kilometre and travel time for each employee responding to site, however the number of employees and the skill level must first be agreed upon and approved by the Service Manager or his delegate before any trip or claim to be made.

When calculating travelling distance, the home centre will be used as the reference point to calculate the round-trip distance for any site. Google maps will be used to calculate distance.

When calculating travelling time, the home centre will be used as the reference point to calculate the round-trip time for any site. Google maps will be used to calculate time.

Travelling will be paid, upon agreement with Service Manager, from the site to the nearest supplier for spares if not on hand, in view of travelling back to home centre.

For high-risk work/task orders, the Employer may require the Contractor to:

- o visit the work site to prepare the risk assessment, safe working procedures

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- o prepare and meet the requirements for a site-specific safety file
- o have a safety officer in place on a full-time basis for the duration of the work and have a safety file
- o have a supervisor in place on a full-time basis for the duration of the work
- o meet any other requirements as specified by the *Service Manager*

The Contractor will be required to perform some of the services while working at heights. The Contractor must ensure adherence to all legislation and Eskom's working at heights standard.

The Contractor will be subject to performance appraisals based on Eskom's key performance indicators. Based on outcomes of these performance appraisals, the Service Manager reserves the right to withhold allocation of works to a non-performing contractor.

The *Service Manager* will plan Task order in such a way that travelling cost are minimised. In exceptional cases where the *Contractor* needs to use more than one vehicle, the *Service Manager's* approval must be obtained in writing. It is recommended that the *Contractor* procure materials from local suppliers.

The *Contractor* is to provide labour and tools to carry out the *Employer's* requirements. The *Contractor* shall replace broken or damaged equipment within one (1) day.

The *service* comprises of the supervision, labour, plant, transport and equipment necessary to carry out removal of waste as per Legal Requirements. The *Contractor* is to respond within 24 hours, however, should the emergency arise, the response time to be immediate.

The *Contractor* undertakes to hold the *Employer* (Eskom Holding SOC Limited) harmless against any determination or award made in terms of Labour relations Act No 66 of 1995 as amended, in any event where Eskom is held liable with regards to the employee of the supplier.

The *Contractor* undertakes to compensate *Employer* for any determination or award as well as all reasonable legal expenses incurred by the *Employer* in order to avoid or oppose such liability alleged by or on behalf of an employee of the *Contractor*.

No obligation on the *Employer* to oppose any proceedings resulting from such an alleged liability, but this does not detract from the *Contractor's* responsibilities in terms of this clause.

## **General**

### **Security**

The names and identity numbers of all workmen engaged in the work are to be submitted on contract award, and shall be amended as required. The *Contractor* shall nominate a Responsible Person who will be in charge of the contract.

### **Occupational Health and Safety Requirements**

Occupational Health and Safety Requirements to be met by *Contractor* employed by Eskom – KwaZulu Natal Operating Unit. *Contractor* must comply with the provisions of OHS Act regulations and other applicable legislation. The Contractor will be required to perform some of the services while working at heights. The Contractor must ensure adherence to all legislation and Eskom's working at heights standard.

The Contractor will be subject to performance appraisals based on Eskom's key performance indicators. Based on outcomes of these performance appraisals, the Service Manager reserves the right to withhold allocation of works to a non-performing contractor.

Sub-Contracting must be agreed upon by the Service Manager. This will be allowed for limited services where the Contractor does not have the necessary skill or expertise.

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The Contractor will be required to ensure that all sub-contractors adhere to all health and safety requirements

The Contractor must abide by Eskom's standard namely "Life Saving Rules" at all times. Refer to the latest revision of the standard 240-62196227 Life Saving Rules

The Contractors shall comply with the requirements of the OSH Act and regulation

The Contractors shall comply to Eskom Procedures and Policies as per the latest revision

The Contractors must close out any audit findings or any other findings related to the service within the corrective action due date

The Contractor will be required to attend the Employers Contractor forums and meetings from time to time as specified by the Service Manager

The Contractor shall provide monthly a written record, in schedule form, reflecting the manhours for all employees associated with this contract.

The Contractor shall ensure that a safety file is prepared and accepted by the Employer's safety officer, after which an induction will be conducted with the Contractor.

The Contractor must at all times comply with Eskom's Vendor Management System requirements to ensure invoices are processed and paid timeously. It is the Contractor's responsibility to ensure that Eskom is informed of any changes in it's organisation that would affect it's vendor status, and to ensure that the necessary actions and due diligences are taken to ensure compliance with the Vendor Management System. The Employer will not be held responsible for the delay on payment of invoices as a result of the Contractor's non-compliant status on the Eskom Vendor Management System and no interest will be claimable in this instance.

### **Appointment of Responsible Persons**

A copy of the letter of appointment and of the appointee's written acceptance thereof shall be lodged with the *Service Manager* before work shall commence.

In addition, the *Contractor* to provide the *Service Manager* with the names of any safety representatives appointed in terms of Section 4.2.1.3 of OHS Act Regulations and who has been given the responsibility of any site or sites falling under the terms of this contract.

A copy of the letter of appointment and of the appointee's written acceptance thereof to be lodged with the *Service Manager* before work shall commence.

### **Experience**

*Contractor* is required to provide evidence of their ability to carry out the work and their possession of adequate equipment including spare equipment for the work.

### **Monthly Maintenance Reports**

The monthly reports to be submitted to *Service Manager* no later than the 5<sup>th</sup> day of the following month. The report must cover all disciplines of the contract and report on the following items:

- a) Planned maintenance work.
- b) Routine plant maintenance work.
- c) Corrective maintenance work.
- d) Health and Safety - including Incidents and near miss, PPE, Quality, Risk management, staff, manhours.
- e) Outstanding payments, statements.
- f) Any item that requires *Service Manager's* attention.

The payment of the monthly invoice will be in line with the approval of monthly reports by *Service Manager*.

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Where *Employer/Service Manager* signature is required, the *Contractor* must receive permission to approach any Senior Supervisor / Manager other than the relevant delegated representative to approve quality of works undertaken.

### Contract Requirements

The *Contractor* must ensure that they have the necessary equipment to provide the *service* required from the start date of the contract.

The *Contractor* must ensure adherence to all Legislative requirements for maintaining all sites.

The *Contractor* shall be expected to attend contract management meetings as agreed with *Service Manager*. In order to promote local job creation *Contractor* shall be required where possible to source from the local communities within the area as per Eskom Zonal boarders.

The *Contractor's* representative is to ensure that all legally required documentation i.e Registers, Pressure Testing Reports, Inspections Reports, Proof of Registration, Training Records, Invoices etc are filed and kept in a safe place and also a duplicate set of documents to be submitted to *Service Manager* on a monthly basis.

Non-conformance to the above will result in the following consequences:

Eskom reserves the right to cancel the contract immediately and replace with another service provider. All costs incurred as a result of such action will be recovered from the outgoing contractor.

### Leadership Visibility

*Service Manager* will carry out random on-site inspections and site evaluation visits.

### Uniform

Wearing of PPE is compulsory.

## 1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CNC	Customer Network Centre
OHS ACT	Occupational Hygiene and Safety Act
SANS	South African National Standards
N/A	Not Applicable

## 1.4 Other Documentation

Title	Date or revision	Tick if publicly available

Waste Removal Services for the KwaZulu Natal Operating Unit on an as and when required basis for a period of thirty-six (36) months

## 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.

Staff structure

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

### 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	When deemed required by the <i>Service Manager</i> .	KwaZulu Natal Operating Unit	<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

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

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

### 2.5 Documentation control

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.

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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 Property Management 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* provides a statement on the 10<sup>th</sup> and 25<sup>th</sup> of every month for the duration of the contract. The statement will reflect the following information of on all invoices submitted for payment, from the start of the contract:

- Date of Invoice
- Date of delivery of Service
- Invoice Number
- Invoice Amount excluding VAT
- PO Number
- Task Order Number
- GR Number
- Payment Status (either Paid or Unpaid)

The statement will also reflect the following summaries:

- Invoice payments outstanding <= 30days
- Invoice payments outstanding > 30days <=60 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 90days
- Total of Invoices where the *Contractor* has received payment
- Total of Invoices where the *Contractor* is awaiting payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to  
ESKOM HOLDINGS SOC LIMITED

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;

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

The *Contractor* must at all times comply with Eskom's Vendor Management System requirements to ensure invoices are processed and paid timeously. It is the *Contractor's* responsibility to ensure that Eskom is informed of any changes in its organisation that would affect its vendor status, and to ensure that the necessary actions and due diligences are taken to ensure compliance with the Vendor Management System. The *Employer* will not be held responsible for the delay on payment of invoices as a result of the *Contractor's* non-compliant status on the Eskom Vendor Management System and no interest will be claimable in this instance.

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#### 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 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 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 the form/s 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*

Refer to Clause 83.1 above – Insurance provided by the Employer

### 2.10 Training workshops and technology transfer

- Proof of training of staff for chemical handling and the use thereof.
- Proof of training of staff for general cleaning and specialized cleaning as required in the Service Information
- 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


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### 2.12.2 Information and other things

- Summary of all quantity of items supplied by *Contractor* as per the Price List for the duration of the contract.
- 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 monthly reports
- All Safety Files and all other relevant safety documentation relevant to this contract.

### 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 may be changed at any time by the *Service Manager*.

	<b>TASK ORDER</b>	Template Identifier	240 - 774601027	Rev	
		Effective Date	12 August 2015		
		Next Review Date	August 2018		
		Eskom Real Estate			

TASK ORDER NO:		SAP No:	
ISSUED BY:		SIGN:	
DATE ISSUED:			
CONTRACTOR:			
ORDER NUMBER:			
PLANNED START DATE :			
PLANNED COMPLETION:			
DELAY DAMAGES:			
LOCATION:		INTERNAL ORDER	
CONTACT PERSON ON SITE :			
TYPE			
<b>I authorize you to carry out the following task/s on the above site as per scope of works listed below:</b>			

Scope of Work: (tick) **Complete** ☐ **Incomplete** ☐

Date Complete \_\_\_\_\_

Contractor: \_\_\_\_\_ Eskom Responsible Person: \_\_\_\_\_



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Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## 2.14 Low service damages table

Item	Amount
Non-compliance to Eskom's Life Saving Rules	R 500 per finding
Non-compliance to Eskom Procedures and Policies	R 500 per finding
Non-compliance to Safety Acts, Standards, Procedures and Policies	R 500 per finding
Non-compliance to the OHSACT	R 500 per finding
Non-compliance to SAQCC 1475 list of technicians in the Contractor's employ;	R 500 per finding
Non-compliance to SAQCC Detection list of technicians in the Contractor's employ;	R 500 per finding
Non-compliance to SAQCC Gas Suppression list of technicians in the Contractor's employ;	R 500 per finding
Non-compliance to SABS 1475 Approval for the Contractor and product test sampling certifications;	R 500 per finding
Non-compliance to SANAS approval for the Contractor or participating station and a sample certificate of a tested unit;	R 500 per finding
Non-compliance to Department of labour certification for the Contractor.	R 500 per finding

## 3. Health and safety, the environment and quality assurance

### 3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in **Section 5 - Safety** to this Service Information.

### 3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in **Section 6 - Environmental** to this Service Information.

### 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.

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#### 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

The *Contractor* shall comply with the quality criteria and constraints stated in **Section 4 – Quality** to this Service Information.

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## 4. Procurement

### 4.1 People

#### **Local Procurement Content**

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

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

#### **Procurement spend on entities with a minimum 51% black ownership**

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	
Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	

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

Jobs to be created	Jobs to be retained

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### Skills development

Tenderers are required to develop the unemployed candidates in the country from the skills listed below. Skills development is intended to address Eskom's core, scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from Free State and KZN area, and their composition shall be representative of the population demographics of South Africa

Skill type / Occupation
Waste Management Training
Hazardous Waste Training
Drivers Licence Code 10

**Note:** The contractor is to deliver on 1 skill for every R2 million invoiced to Eskom. The skills will be taken from the list of skill types above unless negotiated otherwise with SDL&I, Eskom.

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

**Note:** That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives.

## 4.2 Subcontracting

The *Contractor* shall note that any appointment of a subcontractor is to be approved by the *Employer's Agent* beforehand.

## 4.3 Plant and Materials

### 4.3.1 Specifications

N/A

### 4.3.2 Correction of defects

N/A

### 4.3.3 Contractor's procurement of Plant and Materials

N/A

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#### 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.

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#### 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 meals of his own personnel, and the cost thereof.
- 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.

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## 5.5 Cooperating with and obtaining acceptance of Others

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

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

The *Contractor* to 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 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 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.

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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