NEC3 Term Service Contract (TSC3)

Between	**ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)**
and	**[Insert at award stage] (Reg No. _____)**
for	**THE PROVISION OF THE REMOVAL AND DISPOSAL OF GENERAL & HAZARDOUS WASTE AT INGULA AND DRAKENSBERG PUMPED STORAGE SCHEME**

Contents:

		No of pages
Part C1	**Agreements & Contract Data**	**[•]**
Part C2	**Pricing Data**	**[•]**
Part C3	**Scope of Work**	**[•]**

CONTRACT No. **[Insert at award stage]**

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

		No of pages
C1.1	**Form of Offer and Acceptance** **[to be inserted from Returnable Documents at award stage]**	**[●]**
C1.2a	**Contract Data provided by the *Employer***	**[●]**
C1.2b	**Contract Data provided by the *Contractor*** **[to be inserted from Returnable Documents at award stage]**	**[●]**

C1.1 Form of Offer & Acceptance

Offer

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

The Provision of the Removal and Disposal of General & Hazardous Waste at Ingula and Drakensberg Pumped Storage Scheme

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the Tenderer: .....

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)	.....	.....	
Name(s)	.....	.....	
Capacity	.....	.....	
for the *Employer*	.....	.....	.....
	(Insert name and address of organisation)		
Name & signature of witness	.....	Date	.....

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

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

Note:

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

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

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

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

	For the Tenderer:	**For the *Employer***
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	Eskom Holdings SOC Ltd 15 Pasita Street, Rosenpark, Durbanville, 7550
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with *Price List*
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[2] (TSC3)	
10.1	The *Employer* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel No.	**[•]**
	Fax No.	**[•]**
10.1	The *Service Manager* is (name):	**Jenelle Kumar**
	Address	**Ingula Pumped Storage Scheme**
	Tel	**+27 36 342 3396**
	e-mail	**KumarJN@eskom.co.za**
11.2(2)	The *Affected Property* is	**Ingula Pumped Storage Scheme & Drakensberg Pumped Storage Scheme**

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

11.2(13)	The *service* is	**Removal and Disposal of General & Hazardous Waste at Ingula Pumped Storage Scheme and Drakensberg Pumped Storage Scheme**
11.2(14)	The following matters will be included in the Risk Register	**None**
11.2(15)	The *Service Information* is in	**Part 3: Scope of Work and all documents and drawings to which it makes reference.**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	• **Immediately for health and safety matters** • **1 week during planning phase** • **Three (3) working days during execution phase**
2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
21.1	The *Contractor* submits a first plan for acceptance within	**Two (2) weeks of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**TBC**
30.1	The *service period* is	**Five (5) years**
4	**Testing and defects**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
5	**Payment**	
50.1	The *assessment interval* is	**The 1st week of each successive month or Completion of Task Order.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**30 days from when the *Contractor* provides the *Employer* with an invoice in accordance with the *law of the contract* and the *Employer*'s requirements stated in the Z Clauses and/or Services Information, reflecting the amount due for payment equal to that certified, accepted, or corrected by the *Service Manager,* or decided by the *Adjudicator* or awarded by the *tribunal*, as applicable.**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and**

		(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	**Compensation events**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
7	**Use of Equipment Plant and Materials**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**1. Risks for activities will be dealt with task specific procedures.** **2. Additional services may be required during outages and emergency work**
9	**Termination**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
10	**Data for main Option clause**	
A	**Priced contract with *Price List***	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**Not applicable**
11	**Data for Option W1**	
W1.1	The *Adjudicator*	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**

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

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1 The *base date* for indices is: **One month before tender closure. Rates are fixed and firm for the first 12 months.**

The proportions used to calculate the Price Adjustment Factor are:

proportion	linked to index for	Index prepared by
0.55	**Table C-3 - Actual Labour Cost**	**SEIFSA**
0.30	**Table L-1(B) - Road Freight Costs**	**SEIFSA**
0.15	**non-adjustable**	
1.00		

CPA frequency: **Semi-annual (6 months)**

X2 Changes in the law **There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.**

X17 Low service damages

X17.1 The *service level table* is

Low Service Damage Description	Value Of Low Service Damages	Limit Of Low Service Damage
Site contamination: Spillage, leakage or environmental contamination caused by the *Contractor* during the collection, handling, transportation or removal of waste under an instructed Task Order, due to non-compliance with applicable requirements. The *Contractor* shall immediately report, contain and clean up the incident in	1.5% of the total value of the affected Task Order per qualifying incident.	Limited to 10% of task order value

	accordance with the Service Information, applicable legislation and conditions of contract.		
	Staff competency and training: Use of personnel who do not have the required training, competency, qualifications or certifications to perform waste-handling activities under an instructed Task Order.	1.5% of the total value of the affected Task Order per qualifying incident.	Limited to 10% of task order value
	***Contractor's* Health and Safety file:** Failure by the *Contractor* to submit the required SHE file at least three (3) weeks before commencement of the first Task, or to provide required updates within specified deadlines.	1.5% of the total value of the affected Task Order per qualifying incident.	Limited to 10% of task order value
	Submission Delays: Failure by the *Contractor* to submit required safety, compliance or contractual documents within the specified deadlines under an instructed Task Order, excluding documents already covered by another X17 damages category.	2% of the total value of the affected Task Order per qualifying incident.	Limited to 10% of task order value

X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**the amount of the deductibles relevant to the event**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **the total of the Prices at the Contract Date and** • **the amounts excluded and unrecoverable from the *Employer*'s insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**the total of the Prices other than for the additional excluded matters.** **The *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **Defects due to his design, plan and specification,** • **Defects due to manufacture and fabrication outside the *Affected Property*,** • **loss of or damage to property (other than the *Employer*'s property, Plant and Materials),** • **death of or injury to a person and** • **infringement of an intellectual property right.**

X18.5	The *end of liability date* is	**Not applicable.**
X19	**Task Order**	
X19.3	Delay damages in a Task Order	**Delay damages are 2% of the value of the affected Task Order per week of delay, limited to 10% of the total Task Order value. This applies to all Task Orders.**
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**Three (3) days of receiving the Task Order**
Z	**The *additional conditions of contract* are**	**Z1 to Z14 always apply.**

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

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

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

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

Z5	**Waiver and estoppel: Add to core clause 12.3:**
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6	**Health, safety and the environment: Add to core clause 27.4**
Z6.1	The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*: • Complies with the Occupational Health and Safety Act 85 of 1993 and all applicable health, safety and environmental laws and regulations; • Complies with all *Employer* health, safety and environmental rules, procedures and site requirements; • warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health, safety and environmental 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 all applicable health, safety and environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Sub*Contractor*s, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing. • Maintains all required safety documentation, certifications and compliance records necessary for the execution of the service.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Sub*Contractor*s, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a tax invoice, payment and interest

Z7.1 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, (Act 89 of 1991 (as amended)) and to include the *Employer*'s VAT number 4740101508 on each invoice submitted for payment.

Z7.2 Within one week of receiving a payment certificate from the *Service Manager* or the *Employer*'s acceptance or correction of the *Contractor*'s assessment or application for payment, the *Contractor* provides the *Employer* with a tax invoice in the form required by the *law of the contract*, and this contract, including in accordance with any requirements and procedures stated in the Service Information, and showing the amount due for payment equal to that stated in the payment certificate, or that accepted or corrected assessment or application for payment.

Z7.3 If the *Contractor* does not provide a tax invoice in the form to be legally compliant, reflecting the certified, accepted or corrected amount and by the time required by this contract, the time by when the *Employer* is to make a payment, and the date from which interest is assessed for the certified, accepted or corrected amount, is extended by a period equal in time to the delayed submission of the legally compliant tax invoice.

Z7.4 The *Contractor's* provision of a tax invoice reflecting the certified, accepted or corrected amount does not affect the Parties' rights in terms of this contract, including with respect to disputed amounts.

Z7.5 The *Contractor* at all times complies with *Employer*'s Vendor Management System requirements to ensure invoices are processed and paid timeously. It is the *Contractor*'*s* responsibility to ensure that the *Employer* 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 *Employer*'s Vendor Management System. The *Employer* will not be liable for a delay in payment of invoices as a result of the *Contractor*'s non-compliant status on the *Employer*'s Vendor Management System and no interest will be claimable in this instance.

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

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

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

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

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

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

Z12 Insurance

Z 12.1 Replace core clause 83 with the following:

Insurance cover

83

83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the *Contractor* to the *Employer*'s property	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of damage to Plant and Materials	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
The *Contractor*'s liability for loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the *Contractor* 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 insurance stated in the Insurance Table B

INSURANCE TABLE B

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

Z13 Intellectual Property – Eskom owning Intellectual Property

"**Intellectual Property"**	means (a) patents, trademarks, service marks, rights in designs, trade names, trade secrets, know how, copyrights and topography rights, in each case whether registered or not; (b) applications for registration of any of them; (c) rights under licences and consents in relation to any of them; (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.
"Backgroun d Intellectual Property"	means any and all Intellectual Property rights that are not Foreground Intellectual Property and are owned or controlled by the relevant party or licensed to the relevant party prior to or outside of the *services* but required for the purposes of the *services*.
"Foreground Intellectual Property"	means all Intellectual Property rights and other matter capable of being the subject of intellectual property rights that is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of the execution of the *services* and rights which are developed substantially as a result of the *services*. Any *services* that will be developed, changed, modified and/or improved specifically for the Purposes will be Foreground Intellectual Property. Any data or any other information relating to *Employer's* proprietary information generated from the use of the *Contractor's* Background Intellectual Property.
Z13.1	The *Contractor* retains ownership of all Background Intellectual Property rights made by or on behalf of the *Contractor* as part of the *services* in information or material it uses in carrying out the *services*.
Z13.2	All Foreground Intellectual Property rights, contained in any developed materials which are created by the *Contractor* or on behalf of the *Contractor*, for the purposes of and in support of the execution of the *services Employer*'s IP) vest with the *Employer*.
Z13.3	Any data or any other information relating to *Employer's* proprietary information generated from the use of the *Contractor's* Background Intellectual Property, the copyright therein shall be owned by the *Employer*.
Z13.4	The *Contractor* acknowledges that all rights, title, and interest in and to the Foreground Intellectual Property that may result or originate from or be developed in execution of the *services* vests in the *Employer* and that the *Contractor* has no claim of any nature in and to the Foreground Intellectual Property.

Z13.5 The *Contractor* ensures that a copyright notice is incorporated or embossed or labelled on the Foreground Intellectual Property, where the *Employer* is reflected as the owner of the Foreground Intellectual Property.

Z13.6 The *Contractor* is obliged to provide Foreground Intellectual Property manufacturing documents, designs, processes and/or specifications to the *Employer* before/on the *[completion date / defect state]*.

Z13.7 The *Contractor* procures that each Sub-*Contractor* executes all and any *services* and takes all and any other actions as may be required, in order to give effect to this Agreement.

Z13.8 The *Employer* retains all Background Intellectual Property rights in all documents made by or on behalf of the *Employer* including all documents and requirements provided prior to or during the execution of the *services*. The *Contractor* does not, without the written consent, of the *Employer,* copy, use or issue to a third party any of the *Employer's* Background Intellectual Property documents and requirements except for the purposes of executing the *services*.

Z13.9 Either party procures that any third party executes confidentiality undertakings not to disclose to any other third parties, any of the [*Employer*'s Background Intellectual Property and IP documents and requirements at all, in respect of the *Employer*], or the Background Intellectual Property, in respect of the *Contractor.*

Z13.10 Third Party Claims:

Z13.10.1 In the event of any claims being made or actions brought against the *Employer*, on the ground that the *Contractor* infringed any patent, trademark or copyright, the *Contractor* is notified thereof and at its own expense, conducts all negotiations in consultation with the *Employer* for the settlement of the claim and litigation that may arise from such alleged infringement, provided that the *Employer* will not bear any financial burden or losses.

Z13.10.2 Save where the *Contractor* fails to take over the conduct of the negotiation or litigation within a reasonable time of the notification of the alleged infringement, the *Employer* does not make any admission which might be prejudicial to the *Contractor*'s position. The *Employer*, at the request and the cost of the *Contractor* affords it all reasonable technical assistance that the *Employer* is able to provide for the purpose of contesting any such claim or action.

Z13.10.3 Should it be held in any such action that any such protected rights have been infringed, as definitely stated by a judgment of the court before which the action is brought, the *Contractor*, at its own expense and in consultation with the *Employer*, either:

a. procures for [*Employer*/Client/Purchaser] the right to continue to use the affected item or design, or
b. replaces the said affected item or design with a non-infringing item, or
c. provides a design of equivalent quality or modify such affected item or design so as to make it non-infringing without affecting the quality.

Z13.10.4 Notwithstanding anything contained in this contract, the foregoing sets forth the entire responsibility of *Contractor* with respect to claims relating to infringement.

Z13.10.5 Where it is alleged that the *Employer* has committed an infringement as intended vis-à-vis the *Contractor* as set out in the third-party intellectual property infringement clause, the *Employer* has the same rights and obligations as the *Contractor*, mutatis mutandis, as regards such alleged infringement.

Z13.10.6 The *Contractor* herewith indemnifies the *Employer* and undertakes to keep the *Employer* indemnified against all claims of whatsoever nature, real or imagined, which may be made against the *Employer* arising from the infringement of any third-party intellectual property rights.

Z14 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4-hour period. The value at which proactive actions are required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring means ccompliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL means occupational exposure limit.

Parallel Measurements means mmeasurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Employer*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos *Contractor*, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

Notes to a tendering *Contractor*:

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

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

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

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

Responsibilities:

Qualifications:

Experience:

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

A	**Priced contract with *Price List***	
11.2(12)	The *Price List* is in	
11.2(19)	The tendered total of the Prices is	**R**

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	**[●]**
C2.2	The *Price List*	**[●]**

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms	11 11.2	(12) The *Price List* is the *Price List* unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of • the Price for each lump sum item in the *Price List* which the *Contractor* has completed and • where a quantity is stated for an item in the *Price List*, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate. (19) The Prices are the amounts stated in the Price column of the *Price List*. Where a quantity is stated for an item in the *Price List*, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

2. 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. All services are carried out under Task Orders issued by the *Service Manager* in accordance with Option X19. The applicable *Price List* rates are used to determine the value of each Task Order. Payment is assessed for completed work in accordance with Option A and the conditions of contract. No work is authorised solely by its inclusion in the *Price List*.

3. 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).

4. Preparing the *Price List*

Before preparing the *Price List*, both the *Employer* and tendering *Contractor*s 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.

5. Format of the *Price List*

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

Entries in the first four columns in the *Price List* in section C2.2 are made either by the *Employer* or the tendering *Contractor*.

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

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

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

C2.2 the *Price List*

1. Drakensberg PSS

Item	Description DRAKENSBERG PUMPED STORAGE	Unit	Expected cycles per annum	Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Price for 5 Years
1	**Rent, collect, dispose and transport** 4 x 6 m^3 general waste bin or 1 × 24 m^3 skip	Weekly	52							
2	**Once-off delivery and placement** of 4 x 6 m^3 general waste bin or 1 × 24 m^3 skip	Service cycle	1							
3	**Once-off delivery and placement** of 2 x 6 m^3 hazardous-waste skip containing oil tins, paint tins, oily rags and other compatible hazardous waste.	Service cycle	1							
4	**Monthly Rental** of 2 x 6 m^3 hazardous-waste skip containing oil tins, paint tins, oily rags and other compatible hazardous waste.	Month	12							
5	**Collection and transportation** of 2 × 6 m^3 hazardous-waste skip containing oil tins, paint tins, oily rags and other compatible hazardous waste.	EA	24							
6	**Disposal** of hazardous waste, including oil tins, paint tins, oily rags and other compatible hazardous waste, at an appropriately authorised waste management facility, charged per ton disposed of.	TON	100							
7	**Collect, transport, dispose of and replace** 50L box container for hazardous medical waste and replacement with a new 50L container at each collection.	EA	6							
8	**Collect, transport, dispose of and replace** 1L sharps box container for hazardous medical waste, including needles and other sharps at and replacement with a new 1L container at each collection.	EA	6							
9	**Collect, transport, dispose of and replace** 1L box container for hazardous medical waste (green pharmaceutical waste) and replacement with a new 1L container at each collection.	EA	6							
10	**Once-off supply and placement** 210L labelled drum container for Hazardous waste – grease, oils and solvents (Container only)	Service cycle	2							
11	**Collect, transport, dispose of and replace** 210L drums containing hazardous waste (grease, oils and solvents) with a new labelled 210L drum at each collection.	EA	12							
12	**Collect, transport and dispose of** decanted expired chemicals at an appropriately authorised hazardous-waste facility.	EA	1							
13	**Once-off supply and placement** of 4 labelled 210L drum container for hazardous waste - Silica Gel and Carbon.	EA	4							

14	**Collect, dispose of and replace** 4 x 210L drums containing hazardous waste per drum - Silica Gel and Carbon.	EA	4							
15	**Transport 4 x** 210L drums containing hazardous waste per drum - Silica Gel and Carbon.	EA	4							
16	**Supply 8 ft** Fluorescent Box and Insert	EA	24							
17	**Collect and Transport** Fluorescent Tube boxes	EA	24							
18	**Dispose/Recycle** Fluorescent Tubes at an appropriately authorised waste management or recycling facility	EA	24							
19	**Supply** Hazardous Waste Labels for 8 ft Fluorescent Box	EA	24							
20	**Hazmat Labour** - Hazardous-material handling labour, including decanting of chemicals from 1L, 2L, 5L, 10L and 20L containers and other hazardous-material handling activities, as required by the site and charged per hour for work authorised under a Task Order.	Hour	20							
21	**Supply and Deliver 240L Red** Labelled Wheelie Bins with deliveries scheduled twice during the contract period	EA	20							
22	**Supply and Deliver 240L Green** Labelled Wheelie Bins with deliveries scheduled twice during the contract period	EA	20							
23	**Supply and Deliver 240L Yellow** Labelled Wheelie Bins with deliveries scheduled twice during the contract period	EA	20							
24	**Disposal of contaminated oil and water from a 20-ton tank** at an appropriately authorised waste management facility.	EA	6							
25	**Collection and Transportation of contaminated oil and water**	EA	6							
26	**Hazmat labour for the handling and removal of contaminated oil and water waste from a 20-ton tank,** per completed service cycle	Service cycle	6							
27	**Waste classification,** including the preparation and submission of a waste classification report for each waste sample or waste stream assessed.	EA	5							
28	**Once-off supply and placement** of 210L labelled drum container for Hazardous waste – E-Waste and Used Mixed Batteries	Service cycle	2							
29	**Collect, transport, dispose of and replace** labelled 210L drums containing e-waste or used mixed batteries with new labelled 210L drums at each collection	Service cycle	4							
30	**Safety File** - Preparation, submission and maintenance of the site-specific SHE File for Drakensberg PSS throughout the contract period	Sum	1							
31	**Collection, transportation and disposal** of oil sludge from the designated site to an appropriately authorised recycling or treatment facility, including the necessary pumping and loading equipment.	Ton	10							
32	**Collection, transportation and disposal of used oil from the designated site to an appropriately authorised recycling or treatment facility, including the necessary pumping and loading equipment.**	Litre	50							

					R0.00	**R0.00**	**R0.00**	**R0.00**	**R0.00**	**R0.00**

2. Ingula PSS

Item	Description	Unit	Expected cycles per annum	Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Price for 5 Years
	INGULA PUMPED STORAGE									
1	**Rent, collect, dispose and transport** 2 x 6 m^3 general waste bin or 1 × 24 m^3 skip	Monthly	12							
2	**Once-off delivery and placement** of 1 x 6 m^3 general waste bin **or**1 × 24 m^3 skip	Service cycle	1							
3	**Once-off delivery and placement** of a recyclable waste bin.	Service cycle	1							
4	**Collection and transportation** of a recyclable waste bin, including rotation or replacement with an empty bin when full.	EA	12							
5	**Monthly rental** of a recyclable waste bin.	Month	12							
6	**Once-off delivery and placement** of 2 × 6 m^3 hazardous-waste skip for oil tins, paint tins, oily rags and other compatible hazardous waste.	Service cycle								
7	**Monthly rental of** 2 × 6 m^3 hazardous-waste skip for oil tins, paint tins, oily rags and other compatible hazardous waste.	Month	12							
8	**Collection and transportation** of 2 × 6 m^3 hazardous-waste skip containing oil tins, paint tins, oily rags and other compatible hazardous waste.	EA	4							
9	**Disposal of** hazardous waste, including oil tins, paint tins, oily rags and other compatible hazardous waste, at an appropriately authorised waste management facility, charged per ton disposed of.	TON	16							
10	**Collect, transport, dispose of and replace** 50L box containers for hazardous medical waste with new 50L containers at each collection.	EA	6							
11	**Collect, transport, dispose of and replace** 1L sharps containers for hazardous medical waste, including needles and other sharps, with new 1L containers at each collection.	EA	6							
12	**Collect, transport, dispose of and replace** 1L containers for hazardous medical waste (green pharmaceutical waste) with new 1L containers at each collection.	EA	6							
13	**Once-off supply and placement** of a labelled 210L drum container for hazardous waste (grease, oils and solvents). Container only.	Service cycle	2							
14	**Collect, transport, dispose of and replace** 210L drums containing hazardous waste (grease, oils and solvents) with new labelled 210L drums at each collection.	EA	12							
15	**Collect, transport and dispose** of decanted expired chemicals at an appropriately authorised hazardous-waste facility.	EA	2							

16	**Once-off supply and placement** of 4 labelled 210L drum container for hazardous waste - Silica Gel and Carbon.	EA	4							
17	**Collect, dispose of and replace** 4 x 210L drums containing hazardous waste per drum - Silica Gel and Carbon.	Service cycle	4							
18	**Transport** 4 x 210L drums containing hazardous waste per drum - Silica Gel and Carbon.	EA	4							
19	**Supply 8 ft** Fluorescent Box and Insert	EA	24							
20	**Collect and Transport** Fluorescent Tube boxes	EA	24							
21	**Dispose/Recycle** Fluorescent Tubes at an appropriately authorised waste management or recycling facility	EA	24							
22	**Supply** Hazardous Waste Labels for 8 ft Fluorescent Box	EA	24							
23	**Hazmat Labour** - Hazardous-material handling labour, including decanting of chemicals from 1L, 2L, 5L, 10L and 20L containers and other hazardous-material handling activities, as required by the site and charged per hour for work authorised under a Task Order.	Hour	20							
24	**Supply and Deliver 240L Red** Labelled Wheelie Bins with deliveries scheduled twice during the contract period	EA	20							
25	**Supply and Deliver 240L Green** Labelled Wheelie Bins with deliveries scheduled twice during the contract period	EA	20							
26	**Supply and Deliver 240L Yellow** Labelled Wheelie Bins with deliveries scheduled twice during the contract period	EA	20							
27	**Disposal of contaminated oil and water from a 20-ton tank** at an appropriately authorised waste management facility.	EA	6							
28	**Collection and Transportation of contaminated oil and water**	EA	6							
29	**Hazmat labour for the handling and removal of contaminated oil and water waste from a 20-ton tank,** per completed service cycle	Service cycle	6							
30	**Waste classification,** including the preparation and submission of a waste classification report for each waste sample or waste stream assessed.	EA	5							
31	**Once-off supply and placement** of 210L labelled drum container for Hazardous waste – E-Waste and Used Mixed Batteries	Service cycle	2							
32	**Collect, transport, dispose of and replace** labelled 210L drums containing e-waste or used mixed batteries with new labelled 210L drums at each collection	Service cycle	4							
33	**Safety File** - Preparation, submission and maintenance of the site-specific SHE File for Drakensberg PSS throughout the contract period	EA	1							
34	**Collection, transportation and disposal** of oil sludge from the designated site to an appropriately authorised recycling or treatment facility, including the necessary pumping and loading equipment.	Ton	10							
35	**Collection, transportation and disposal of used oil from the designated site to an appropriately**	Litre	50							

	authorised recycling or treatment facility, including the necessary pumping and loading equipment.									
					R0.00	**R0.00**	**R0.00**	**R0.00**	**R0.00**	**R0.00**

The total of the Prices for 5 Years

3. Recyclable Waste Rebate Due per Waste Stream

Item	Description – Recyclable Rebate Per Waste Stream	Unit	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
1	**White Paper**	Per Kg					
2	**Cardboard**	Per Kg					
3	**Plastic Bottles**	Per Kg					
4	**Cans**	Per Kg					

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
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C3.2	*Contractor*'s Service Information	
	Total number of pages	

C3.1: *EMPLOYER*'S SERVICE INFORMATION

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1. Description of the *service*

1.1. Executive overview

Provision of the removal and collection of general (domestic) and hazardous waste services are required at Ingula and Drakensberg Pumped Storage Schemes, for the period of 5 years. The *service* includes the collection, handling, transportation and authorised disposal or recycling of general and hazardous waste, together with the provision and rental of suitable waste storage facilities, including skips, drums and containers, as specified in this *Service Information*.
All work within the *service* is carried out by Task Order in accordance with Option X19. The *Contractor* does not commence any work unless the *Service Manager* has issued a Task Order for that work.
Each Task Order identifies the work required, the applicable *Price List* items, the Task starting date, the Task Completion Date and other information required.
The frequency and quantities of waste collection, removal and disposal may vary during the service period and are determined by Task Orders issued by the *Service Manager*. A Task Order may authorise recurring services for a specified period, provided the required activities, frequencies and applicable *Price List* items are clearly identified.
The *Contractor* complies with applicable legislation and the *Employer*'s environmental, health and safety requirements stated in this *Service Information* when Providing the Service.

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

The *Contractor* provides all labour, supervision, tools, special tools, *Contractor's* Equipment, *Plant and Materials*, consumables, transport and other resources necessary to Provide the Service in accordance with this *Service Information* and each Task Order issued by the *Service Manager.* The quantities stated in the *Price List* are used for pricing and tender evaluation purposes and do not constitute an instruction to carry out work. The actual quantities and requirements are determined by the Task Orders issued by the *Service Manager* during the service period. The *Contractor* acknowledges that he/she has satisfied himself, before submitting the tender, as to the layout of the premises, the quantities and nature of work and labour, materials and equipment necessary for the completion of the services, the means of access to the premises and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect the contract. Services rendered by the *Contractor* are assessed based on the activities authorised under the applicable Task Order and satisfactorily completed, in accordance with the relevant *Price List* items and the conditions of contract.

1.2.1. Drakensberg Pumped Storage Scheme Power Station

The *service* at Drakensberg Pumped Storage Scheme includes the collection, removal, transportation, recycling where applicable, and authorised disposal of the waste streams identified in this section.

The *Contractor* provides the appropriate containers required for the segregation and temporary storage of the applicable waste streams, including recyclable and hazardous waste, as specified in the relevant Task Order.

All requirements under this section are carried out only when instructed by the *Service Manager* through a Task Order. The quantities and frequencies stated in this *Service Information* are estimates for planning and pricing purposes and do not constitute an instruction to carry out the work.

Special containers are required for recyclables which include used printer cartridges, paper and cardboard boxes, plastic, cans and bottles. A Hazardous waste collection, removal and disposal service and rental services will be required to the specific needs of the site.

Based on these types of waste provided, the *Contractor* is required to supply the following at Drakensberg Pumped Storage:

- 4 x 6 m^3 general waste skip **with a lid** or 1 x 24 m^3 general waste skip - (including rental, collection, transportation and disposal in accordance with the applicable *Price List* items.
- 2 x 6 m^3 red hazardous skip with a lid for compatible hazardous waste, including rental, collection, transportation and disposal in accordance with the applicable *Price List* items.
- 1 x 50L medical waste box, 1 x 1L sharps container and 1 x 1L green pharmaceutical waste container, with replacement at each collection.

- 2 x 210L Drum for hazardous waste (grease, oils and solvents) (fitted with secure, leak-proof lids to prevent spillage and vapour release; In good condition, free from corrosion, leaks, or structural defects; Clearly labelled according to the contents)
- 4 x 210L Drum for Silica Gel (fitted with secure, leak-proof lids to prevent spillage and vapour release; In good condition, free from corrosion, leaks, or structural defects; Clearly labelled according to the contents)
- 1 x 8 Foot box for fluorescent tube storage boxes, including protective inserts and hazardous-waste identification labels. Ad hoc / call service steel boxes for recycling of fluorescent tubes,
- Waste Electrical and Electronic Equipment (E-waste) container
- Used Mixed Batteries container (Rigid, non-conductive, and leak-resistant, suitable for storing mixed battery types (e.g. alkaline); Clearly labelled: “Hazardous Waste - Mixed Batteries”)
- Supply and delivery of 240L labelled wheelie bins: Green, Red & Yellow, quantities to be determined by authorised Task Orders as and when required.
- Safe handling, collection, transportation, and disposal of used oil and used oil sludge
- Waste classification
- Hazmat labour for hazardous-material handling, including decanting chemicals from 1L, 2L, 5L, 10L and 20L containers and other hazardous-material handling activities, as required by the site and authorised under the applicable Task Order. Labour is charged per hour in accordance with the *Price List*

Item nr	**Description**	**Expected Quantity**	**Removal Frequency based on average/ sufficient quantity for cost effectiveness**
1	**General (Domestic) Waste**		
1.1	4 x 6 m^3 general waste bin (weekly rental and transport, disposal and replacement)	4 per month	Ad hoc / call service Weekly (Depending on how many weeks per month)
2	**Hazardous Waste**		
2.1	2 x 6 m^3 skip for oil tins, paint tins, oily rags, contaminated PPE and any other hazardous waste types generated	1 per month	Ad hoc / call service 1 x every month
2.2	50 L container with bin liners for removal and disposal - Medical Waste, Supply replacement container	6 x Annually	Ad hoc / call service 2 monthly
2.3	1 L container for removal and disposal - Medical Waste (sharps), Supply replacement container	6 x Annually	Ad hoc / call service 2 monthly
2.4	1 L container for removal and disposal - Medical Waste (green pharmaceutical waste	6 x Annually	Ad hoc / call service 2 monthly
2.5	6x 8-foot boxes with specialized plastic liners for the safe store and disposal of fluorescent tubes	4 x Annually	Ad hoc / call service 3 monthly or annually as per authorised Task Order
2.6	E-waste	4 x Annually	Ad hoc / call service

			3 monthly or annually as per authorised Task Order
2.7	2 x 210L Drum for grease, oil, solvents	4 x Annually	Ad hoc / call service 3 monthly or annually as per authorised Task Order
2.8	4 x 210L Drum for Silica Gel	4 x Annually	Ad hoc / call service 3 monthly or annually as per authorised Task Order
2.9	Hazmat Labour	As and when required	Ad hoc / call service

The waste management services required at Drakensberg Pumped Storage Scheme are described in this section and priced in the applicable C2.2 *Price List*. The quantities and service frequencies stated in the *Price List* are estimates for tender evaluation and planning purposes and do not constitute guaranteed quantities or instructions to perform work. The actual quantities, collection frequencies, container requirements and other services are determined by Task Orders issued by the *Service Manager*. A Task Order may authorise recurring collections for a specified period.

1.2.2. Ingula Pumped Storage Scheme Power Station

The service at Ingula Pumped Storage Scheme includes the provision of waste containers and the collection, handling, transportation, recycling where applicable, and authorised disposal of the waste streams identified in this section.

All work under this section is carried out only when instructed by the *Service Manager* through a Task Order. The quantities and frequencies stated in this *Service Information* are estimates for planning and pricing purposes and do not constitute an instruction to carry out the work. Actual requirements are determined by the Task Orders issued by the *Service Manager*.

Specialized containers are required for recyclables which include used printer cartridges, paper and cardboard boxes, plastic, cans and bottles. A Hazardous waste collection, removal and disposal service and rental services will be required to the specific needs of the site.

Based on these types of waste provided, the *Contractor* is required to supply the following at Ingula Pumped Storage:

- 2 x 6 m3 general waste skip with a lid or 1 x 24 m3 general waste skip - (including rental, collection, transportation and disposal in accordance with the applicable *Price List* items.
- 1 x 24–30m³ recyclables waste skip (negotiated monthly rental applies)
- 2 x 6 m^3 labelled red hazardous skip with a lid for compatible hazardous waste, including rental, collection, transportation and disposal in accordance with the applicable *Price List* items
- 1 x 50L medical waste box, 1 x 1L sharps container and 1 x 1L green pharmaceutical waste container, with replacement at each collection
- 2 x 210L rum for hazardous waste (grease, oils and solvents) (fitted with secure, leak-proof lids to prevent spillage and vapour release; In good condition, free from corrosion, leaks, or structural defects; Clearly labelled according to the contents)
- 4 x 210L Drum for Silica Gel (fitted with secure, leak-proof lids to prevent spillage and vapour release; In good condition, free from corrosion, leaks, or structural defects; Clearly labelled according to the contents)
- Suitable labelled containers for e-waste and used mixed batteries, including appropriate safety requirements for battery storage.
- Fluorescent tube storage boxes with suitable protective inserts and hazardous-waste identification labels.
- Supply and delivery of 240L labelled wheelie bins in green, red and yellow.

- Collection, handling, transportation and authorised disposal or recycling of used oil and used oil sludge, in accordance with section1.2.4.
- Collection, transportation and disposal of contaminated oil and water, in accordance with section 1.2.6.
- Waste classification, including preparation of the relevant classification reports.
- Hazmat labour for hazardous-material handling, including decanting chemicals from 1L, 2L, 5L, 10L and 20L containers and other hazardous-material handling activities, as required by the site and authorised under the applicable Task Order. Labour is charged per hour in accordance with the *Price List*

Item nr	Description	Expected Quantity	Removal Frequency based on average / sufficient quantity for cost effectiveness
1	**General (Domestic) Waste**		
1.1	2 x 6 m^3 or 1 x 12 m^3 general waste bin (monthly rental and transport, disposal and replacement)	1 per month	Ad hoc / call service 1 x every month
1.2	1 x 24–30m^3 recyclables waste skip	1 per month	Ad hoc/ call service 1x every month
2	**Hazardous Waste**		
2.1	2 x 6 m^3 skip for oil tins, paint tins, oily rags, contaminated PPE and any other hazardous waste types generated	1 per month	Ad hoc / call service 2 x every month
2.2	50 L container with bin liners for removal and disposal - Medical Waste, Supply replacement container	6 x Annually	Ad hoc / call service 3 monthly
2.3	1 L container for removal and disposal - Medical Waste (sharps), Supply replacement container	6 x Annually	Ad hoc / call service 3 monthly
2.4	6x 8-foot box for the safe store and disposal of fluorescent tubes and e-waste	2 x Annually	Ad hoc / call service 4 monthly or annually
2.5	2 x 210L Drum for grease, oil, solvents	4 x Annually	Ad hoc / call service 3 monthly or annually
2.6	4 x 210L Drum for Silica Gel	4 x Annually	Ad hoc / call service 3 monthly or annually
2.7	Hazmat Labour	As and when required	Ad hoc / call service

All services are performed only when authorised through a Task Order issued by the *Service Manager*. The applicable *Price List* items determine the pricing of the authorised services.

1.2.3. Supply and Delivery of 240L Wheelie Bins

The *Contractor* supplies, brands and delivers new 240L wheelie bins in accordance with the specifications below and the applicable Task Order issued by the *Service Manager*. Delivery is anticipated during Years 1 and 3 of the service period. The actual quantities, colours, delivery locations and delivery dates are determined by the applicable Task Orders. All wheelie bins must comply with the specified Eskom requirements, applicable legislation and relevant technical standards.

a) Product Specifications

The *Contractor* must provide bins that comply with the following technical requirements:

Capacity: 240 litres

Material: High-density polyethylene (HDPE), UV-stabilised

Construction:

One-piece injection-moulded body

Reinforced lifting comb in accordance with SANS standards

Durable axle and rubber wheels suitable for outdoor terrain

Colours Required:

Green – General/organic waste; **Red** – Hazardous waste; **Yellow** – Recyclable waste (as per site requirement). All colours must be solid, non-fading, and uniform.



b) Branding and Labelling Requirements

Each wheelie bin is branded and labelled in accordance with the *Employer's* approved requirements stated in the relevant Task Order. Eskom-approved stickers, clear, durable labels indicating the waste category. Stickers must be weather-resistant, scratch-resistant, and properly affixed before delivery. Ownership of wheelie bins supplied under a Task Order passes to the *Employer* upon delivery and acceptance at the location stated in the Task Order.

c) Compliance Requirements

All bins must comply with:

- National Environmental Management: Waste Act (Act 59 of 2008),
- SANS 95-1 – Standard for mobile waste containers Part 1: Containers with 2 wheels with a capacity up to 400 l for comb lifting devices, dimensions and design
- Any Eskom internal waste management guidelines.

1.2.4. Removal of Used Oil and Used Oil Sludge

The *Contractor* provides the safe collection, handling, transportation and authorised recycling or disposal of used oil and used oil sludge when instructed by the *Service Manager* through a Task Order.

The Task Order identifies the location, estimated quantity or volume, applicable *Price List* items, Task starting date, Task Completion Date and any Task-specific requirements.

The *Contractor* does not commence the collection, removal, transportation or disposal of used oil or used oil sludge without a Task Order issued by the *Service Manager*.

a) Service Requirements

The *Contractor* must:

Collect and remove used oil and used oil sludge from designated *Affected Property* at intervals determined by operational needs or upon request though a Task Order issued by the *Service Manager*. Provide all required pump-out equipment, suction hoses, containers, and spill-response tools. Ensure no spillage, leakage, or contamination occurs during collection and transfer. Supply personnel who are trained and certified in handling hazardous waste, specifically hydrocarbons and oily waste. Provide proof of legal disposal through Waste Manifest Documents or Certificates of Safe Disposal.

b) Technical and Compliance Specifications

All activities must comply with:

- National Environmental Management: Waste Act (Act 59 of 2008)
- National Water Act (Act 36 of 1998)
- SANS 10228 / 10229
- Eskom environmental and waste management procedures

c) Waste Handling and Collection Process

The *Contractor* shall:

Use SABS-approved tankers or vacuum trucks suitable for hydrocarbon waste. Ensure all collection containers and tankers are clean, sealed, and labelled. Conduct on-site volume measurement and provide records for each collection. Remove oil sludge completely and ensure no residue remains in the tanks, separators, or bunded areas. Provide Additional tank or separator cleaning, where specifically required and authorised under a Task Order. Implement spill prevention measures and provide spill kits during all activities.

The *Contractor* removes used oil and used oil sludge from the tanks, separators or bunded areas identified in the applicable Task Order. The extent of cleaning and removal requirements must be specified in the Task Order. The *Contractor* immediately reports any spill, leak, incident or environmental contamination arising from its activities to the *Service Manager* and takes the actions required by the applicable emergency response procedures. Where the spill, leak or contamination results from the *Contractor*'s failure to comply with this *Service Information* or the relevant Task Order, the *Contractor* carries out the required corrective and remediation measures accordance with the Contract and applicable legislation.

d) Transportation and Disposal Requirements

Transport waste only using licensed hazardous waste carriers. Dispose of used oil and sludge at a licensed hazardous waste treatment or recycling facility. The *Contractor* submits the collection records, waste manifests and available transportation documentation to the *Service Manager* within 48 hours of each collection. Final disposal or recycling certificates must be submitted promptly upon receipt from the authorised waste management facility. Full traceability must be maintained from collection to final disposal or recycling.

e) Health, Safety, and Environmental (HSE) Obligations

The *Contractor* must:

Comply with the Occupational Health and Safety Act (Act 85 of 1993). Ensure all workers use appropriate PPE (e.g., gloves, goggles, chemical suits, boots). Maintain HazMat emergency response procedures on-site. Ensure vehicles carry valid hazardous transport permits and fire-fighting equipment.

1.2.5. General Decanting Service

The *Contractor* shall perform general decanting services for various liquid waste streams generated across the power stations using Hazmat Labour charged per hour, which will be authorised through a Task Order issued by the *Service Manager*. This includes the safe transfer, handling, measurement, and consolidation of

liquid waste from primary containers into approved storage vessels or disposal units. Decanting services shall apply to the following container volume categories such as 500 ml; 1 litre; 2 litres; 5 litres; 10 litres; 20 litres. Hazmat labour is measured and paid per hour using the applicable C2.2 *Price List* rate. The *Contractor* records the actual hours worked and the quantities handled for verification by the *Service Manager*.

The *Contractor* must ensure the following:

a) Safe Handling & Transfer

- Perform decanting using appropriate equipment (funnels, pumps, drip trays, secondary containment, etc.).
- Prevent spills, leaks, cross-contamination, and environmental impact.
- Ensure that decanting activities comply with environmental and safety procedures.

b) Waste Stream Identification

- Verify waste type and compatibility before decanting.
- Label all containers in line with Hazardous Waste Regulations, SHEQ standards, and Waste Management Procedures.

c) Measurement & Documentation

- Record the type and estimated or measured volume of waste decanted, including the relevant container sizes.
- Record the actual labour hours spent performing the authorised decanting and handling activities.
- Maintain records of the work completed, including the applicable Task Order reference, date, location and waste stream.
- Provide the records to the *Service Manager* for verification and payment assessment.
- Maintain waste-handling and traceability records required for environmental compliance and reporting

d) Equipment & PPE

- Supply all required PPE (gloves, aprons, goggles, face shields, etc.).
- Use intrinsically safe, non-sparking, and calibrated decanting equipment.
- Ensure that tools and equipment are maintained and inspected regularly.

e) Environmental & Safety Compliance

- Adhere to all relevant legislative and site-specific requirements, including:
    - NEM: Waste Act
    - Hazardous Chemical Agent Regulations
    - SABS and ISO Environmental Standards
    - Environmental Management System (EMS)
- Implement corrective actions in the event of accidental spills or non-conformances.

f) Housekeeping & Area Management

- Clean work areas after decanting.
- Remove contaminated materials for proper disposal.
- Ensure secondary containment is used at all times during handling.

1.2.6. Removal of Used Contaminated Oil and Water (Ingula PSS & Drakensberg PSS)

The *Contractor* provides the collection, handling, transportation and authorised treatment, recycling or disposal of used contaminated oil and water generated at Ingula Pumped Storage Scheme (PSS) and Drakensberg Pumped Storage Scheme (PSS). The services are performed only when authorised through a Task Order

issued by the *Service Manager*. The Task Order identifies the collection location, waste stream, estimated quantity, applicable *Price List* items and any specific handling or disposal requirements. All activities must comply with applicable environmental legislation, Eskom waste-management requirements and the relevant safety procedures.

a) Collection and Handling

The *Contractor* must:

- Collect used contaminated oil and water from the tanks, containers or other designated collection points identified in the applicable Task Order.
- Use appropriate, leak-proof, calibrated pumps and suction equipment.
- Conduct pre-transfer equipment checks to prevent leaks or failures.
- Prevent the unauthorised mixing of waste streams during collection and transfer. Where the waste already consists of a contaminated oil-and-water mixture, the *Contractor* must handle and transport the mixture in accordance with its classification and the applicable Task Order.
- Secure all collection points and prevent environmental contamination.

b) Storage and Containment

- Ensure temporary storage containers and tankers meet SABS**,** SHEQ**, and** NEM: WA requirements.
- Maintain secondary containment (bunding) during transfer operations.
- Provide spill kits and ensure immediate spill response readiness.
- Keep used-oil transfer areas free of debris, overflows, and contamination.

c) Transportation Requirements

All used oil must be transported:

- In licensed waste transportation vehicles compliant with the National Road Traffic Act and Hazardous Waste Regulations.
- By drivers holding the appropriate hazardous goods permit.
- With correctly displayed hazard signage and placarding.
- Along approved transport routes to an authorised recycling or disposal facility.

The *Contractor* must also ensure:

- No decanting or transfer of used oil occurs outside designated containment areas.
- Vehicles are in good mechanical condition, leak-free, and regularly inspected.

d) Disposal / Recycling Requirements

The *Contractor* shall:

- Deliver used contaminated oil and water only to an appropriately authorised treatment, recycling or disposal facility permitted to accept the relevant waste stream.
- Maintain records identifying the quantity collected, collection location, transportation details and receiving facility.
- Provide the applicable waste manifests and collection records to the *Service Manager*.
- Submit the final treatment, recycling or disposal certificates promptly upon receipt from the authorised receiving facility.

- Maintain full traceability of the waste from collection to final treatment, recycling or disposal.

1.2.7. Recycling and Recycling Rebate (Ingula PSS)

The *Contractor* shall implement source separation, collection, handling and recovery of recyclable waste generated at Ingula and shall ensure that recyclable materials are delivered only to appropriately authorised recycling or recovery facilities.

For each month in which recyclable waste is recovered, the *Contractor* shall submit a Recycling Reconciliation Report and corresponding Credit Note to the *Employer*, supported by weighbridge tickets, recycler receipts or other acceptable documentary evidence confirming the quantities collected and the calculated rebate.

The Recycling Rebate payable to the *Employer* shall be calculated by multiplying the verified weight (in kilograms) of each recyclable waste stream collected by the applicable rebate rate for that waste stream and contract year, as stated in the Price List. No transportation, handling, administration or other costs may be deducted from the calculated Recycling Rebate unless expressly provided for in the contract.

The *Employer* reserves the right to verify quantities, recycling rates, supporting documentation and the destination of recyclable waste. Where the reported recycling value cannot be verified, the *Employer* may reject the corresponding rebate amount until satisfactory evidence is provided.

The *Contractor* shall not dispose of recyclable waste to landfill where a reasonably practicable recycling or recovery option is available and shall comply with all applicable waste-management legislation and Eskom's environmental requirements.

The Recycling Rebate shall not reduce or replace the *Contractor's* obligations to provide the waste-management services specified in the *Service Information*.

1.3. Interpretation and terminology

For the purpose of interpreting this *Service Information* the following terminology shall apply:

The term 'service', like all italicised terms used in the NEC3 Term Service Contract (April 2013), is identified in the Contract Data and is the title given to the overall scope of service in this contract. For this contract service is identified as the removal, collection, handling, transportation, recycling and authorised disposal of general and hazardous waste, together with the associated waste-management services described in this *Service Information* at Ingula Pumped Storage Scheme and Drakensberg Pumped Storage Scheme.

For this contract, secondary Option X19 of the NEC3 Term Service Contract (April 2013) has been selected which allows for work to be instructed by Task Order. A Task is defined as work within the service which the *Service Manager* may instruct the *Contractor* to carry out within a stated period of time. Each Task Order is issued by the *Service Manager* and identifies the authorised work, applicable *Price List* items, location, required quantities or estimated quantities, and the relevant Task dates. A Task Order may also authorise recurring services for a defined period. The *Contractor* does not commence work without an applicable Task Order issued by the *Service Manager*.

The *Affected Property* is as identified in the Contract Data.

The following abbreviations are used in this *Service Information*:

Abbreviation	Meaning given to the abbreviation
SHEQ	Safety, Health, Environment, and Quality
PPE	Personal Protective Equipment
FPA	Fire Protection Association
QA	Quality Assurance

HIRA	Hazard Identification and Risk Assessment
OHSA	Occupational Health and Safety Act
NEMA	National Environmental Management Act
ISO	International Organization for Standardization
NEMBA	National Environmental Management: Biodiversity Act
QCP	Quality Control Plan
SOS/SOW	Scope of Services / Scope of Work
EMP	Environment Management Plan
QMP	Quality Management Programme
RA	Risk Assessment

2. Management strategy and start up.

2.1. The *Contractor*'s plan for the *service*

The *Contractor* submits a plan for acceptance by the *Service Manager* within the period stated in the Contract Data. The plan shows how the *Contractor* intends to Provide the Service and includes, as a minimum

- the proposed arrangements for the collection, handling, transportation, recycling and disposal of general and hazardous waste;
- the proposed arrangements for responding to Task Orders;
- the resources, vehicles, *Contractor*'s Equipment and personnel to be used in Providing the Service;
- the proposed arrangements for the provision, placement, collection and replacement of waste containers;
- method statements applicable to the full waste-management process, such as handling, recycling and disposal of general and hazardous waste;
- arrangements for waste tracking, manifests, disposal/recycling certificates and reporting;
- details of applicable permits, licences, registrations and approvals required for Providing the Service; and
- arrangements for complying with the health, safety and environmental requirements stated in this Service Information.

The *Contractor* plans and performs collections in accordance with the frequencies, dates and requirements authorised under the applicable Task Orders. The accumulation of sufficient waste for cost-effective bulk removal does not permit the *Contractor* to postpone or omit a collection required by a Task Order.

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:
Kick-off meeting	Once-off, prior to or as soon as practicable after the starting date.	MS Teams or another location agreed by the *Service Manager*.	*Service Manager*, *Contractor*, *Employer* and other relevant stakeholders

Progress, performance monitoring and feedback meeting	As and when required	MS Teams or another location agreed by the *Service Manager*.	*Contractor, Service Manager,* other relevant representatives of the *Employer*
Risk reduction meeting	As required	MS Teams or another location agreed by the *Service Manager*.	*Service Manager*, *Contractor*, *Employer* and other relevant stakeholders

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

All meetings shall be recorded using minutes or Ms Teams recordings 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. Any contractual instruction, including a Task Order, must be issued separately by the *Service Manager* in accordance with the conditions of contract. Meeting attendees must have the appropriate authority to participate in discussions and make decisions within their delegated responsibilities.

2.3. *Contractor*'s management, supervision and key people

2.3.1. *Contractor*'s Management

- The *Contractor* provides adequate management resources to plan, monitor, and control the service.
- Management arrangements must demonstrate clear lines of responsibility and accountability.
- The *Contractor* submits an organisation chart showing reporting lines and management responsibilities.
- The *Contractor* provides a detailed service organogram of the Company's Branch, indicating specifically Operating officers, Communication/ liaison personnel and security staff intended for this contract.
- Changes in the service organogram must be communicated to the *Service Manager* immediately of it coming into effect.
- The Organogram includes contact details and emergency response (24-hour) information.

2.3.2. Supervision

- The *Contractor* ensures that the service is properly supervised during authorised activities.
- Supervisor must be competent, experienced, and available on site during all working hours.
- The *Contractor* provides details of supervisory arrangements, including names, qualifications, and experience of supervisory staff.

2.3.3. Key People

- The following individuals are designated as Key People under the contract:
  - *Contractor* Site Supervisor
  - Safety Officer

The *Contractor* provides CVs and evidence of the qualifications, competencies and experience required for each Key Person. The *Contractor* does not replace a Key Person identified in the Contract Data without complying with the requirements of the conditions of contract. Details of a proposed replacement, including qualifications and experience, are submitted to the *Service Manager* for acceptance.

2.3.4. Compliance & Reporting

- The *Contractor* notifies the *Service Manager* immediately of any changes to management, supervision, or Key People.
- Failure to comply with these requirements may constitute a default as per the conditions of the NEC contract.

The *Contractor* employs in and about the Provision of the Services only such persons that are careful, competent and efficient in their several trades and callings, to achieve safety excellence and highest quality standard

The *Employer* reserves the right to object to and require the *Contractor* to remove from the *services,* forthwith, any person employed by the *Contractor* in or about the Provision of the *Services* who, in the opinion of the *Service Manager* is incompetent, misconduct's himself or negligent in the proper performance of his duties and such person is not again employed for the *services* without the written permission of the *Service Manager.*

2.4. Provision of bonds and guarantees

Not applicable to this contract

2.5. Documentation control

2.5.1. General

Each instruction, certificate, submission, proposal, record, acceptance, notification and reply is communicated in a form which can be read, copied and recorded and in the language of the Contract, within the period for reply or any other period agreed between the parties prior to its due date. Contractual communications must comply with the communication requirements stated in the conditions of contract and Contract Data. Communications must be capable of being read, copied and recorded, and must be issued by the person authorised to communicate under the contract.

An Assessment Certificate will be compiled by the *Service Manager* on a monthly basis, which will be signed off in acceptance of the work and payment due.

Minutes of Meetings must be recorded using minutes or a register prepared and circulated by the person who convened the meeting.

Records relating to the service, including waste collection records, waybills, waste manifests, weighbridge tickets, disposal certificates and recycling records, are maintained by the *Contractor* and provided to the *Service Manager* as required by this Service Information.

The *Contractor* provides the required waybill, waste manifest or other applicable waste-tracking documentation for each collection and provides the required disposal, treatment or recycling evidence following completion of the Task.

The *Contractor* must be in possession of;

- All licences, permits, registrations and authorisations required for the waste-management activities performed under the contract are valid and maintained for the applicable period and in compliance w with the National Waste Act.
- Waste is transported only by appropriately authorised transporters, where authorisation is required by law.
- Waste is delivered only to treatment, recycling, recovery or disposal facilities that hold the applicable authorisations to accept and manage the relevant waste streams.
- Copies of relevant permits, licences and facility authorisations are provided to the *Service Manager* upon request.

Driver transporting the container must be in possession with the applicable driver's licence to render this service. The vehicle transporting the container must be licenced and in full compliance with the Road Traffic Act.

2.5.2. Minimum requirements

All documents shall be in simple and clear English; and always reference to applicable TSC clause under (or as a result of) which it is communicated.

2.5.3. Use of standard forms

The *Service Manager* and the *Contractor* use the applicable standard NEC3 Term Service Contract communication forms or other forms agreed for administering the contract, where required.

2.5.4. Communication

All Communication is addressed to the *Service Manager* as applicable to the TSC. All communication makes reference to:

- The Contract Number that is issued by the *Employer (*normally a 46000….*)*
- The Contract title;
- Any previous reference relating to the specific communique;
- The specific TSC clause under which the communication is issued;
- Whether a reply is required and
- A unique letter reference number.

The unique reference number to be used for written correspondence between the *Service Manager* and *Contractor* and vice versa is as follows:

- From the *Service Manager* to the *Contractor:* 46000..... E/C 0xxx; and from the *Contractor* to the *Service Manager* 46000 C/E 0xxx referring to the Contract number and the next sequential letter (channel) number

No contractual communication shall bypass the *Service Manager* unless explicitly stated in the contract.

2.6. Invoicing and payment

2.6.1. Invoice submission

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 subject to the Contract Data and NEC TSC payment provisions. The amount due is assessed at the assessment intervals stated in the Contract Data and in accordance with the conditions of contract. Assessments are made only for work carried out under a Task Order issued by the *Service Manager*. Assessments are conducted monthly or at Completion of a Task, as stated in the Contract Data. The *Contractor* submits a tax invoice for the amount stated in the applicable payment certificate.
The *Employer* pays the amount due within the period stated in the Contract Data.

The *Contractor* shall address the tax invoice to

Eskom Holdings SOC Limited
P O Box 1091
Johannesburg
2000

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;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

- *Contractor*'s company registration number if applicable
- *Contractor*'s banking details
- Tax invoice number and date of issue,
- Description and quantity of goods/service provided,
- Contract Number (commencing with a 46 prefix)
- Relevant Purchase Order Number (commencing with a 45 prefix),
- Relevant line-item number,
- Relevant goods receipt / service entry number received from the *Employer's Service Manager,*
- The applicable Task Order number or reference, together with the relevant C2.2 *Price List* item numbers and quantities assessed.

All invoices to be accompanied by the Payment Assessment Certificate as issued by the *Service Manager*. Invoices must be submitted electronically as PDF documents to:

Local Eskom Invoices - invoiceseskomlocal@eskom.co.za

Failure to submit the invoice to the correct address could result in delays in payment.

2.6.2. How to submit invoices

a) General Submission Information

- The subject line on your email should only contain your Eskom vendor number.
- Each invoice in PDF should be named with your invoice number only.
- Ensure that the applicable NEC3 Option X19 Task Order reference, the relevant *Price List* item numbers and the associated SAP purchase order and line-item references are clearly indicated on the invoice, where applicable.
- Ensure you comply with the SARS tax requirements for submitting invoices electronically.
- Each PDF files should contain one invoice, one debit note, or one credit note only. You may submit more than one invoice per email.
- All electronic invoices must be sent in PDF format only.
- Attach proof of delivery to your invoice (e.g. assessment certificate).
- Where applicable, supporting documents must be attached to the scanned PDF invoice as one attachment.

o Assessment Certificate / delivery note.
o CPA calculation sheet.
o Retention certificates where it is a retention invoice.
o Any other appropriate documents.

b) CPA

CPA is applied as per Secondary Option X1 in Contract Data. If there is CPA on your invoice, it must be issued as a separate invoice for CPA, so that if there are any issues on the CPA, the base invoice can be paid whilst CPA issues are resolved.
CPA calculation sheets must accompany the invoice.

2.6.3. Payment Queries

For all queries and follow-ups on payments, kindly contact the Finance Shared Services Contact Centre

- Tel: 011 800 5060
- Email: fss@eskom.co.za

2.6.4. Eskom information

- Eskom Tax clearance and BBBEE certificate is available at: https://www.eskom.co.za/Tenders/BBBEECertificate/Pages/Eskom_BBBEE_Certificate.aspx
- Eskom VAT Number is **4740101508**

2.6.5. Avoid Payment Delays

- Failure to submit a PDF invoice with accompanying assessment electronically to Invoiceseskomlocal@eskom.co.za could result in payment delays.

- *Contractor* to ensure the *Service Manager* has an updated valid certified copy of BBBEE certificate or sworn affidavit, tax certificate and Letter of Good standing during contract period. Failure to do so, could result in Eskom Vendor Management Dept blocking vendor details on Eskom vendor management system which affects payment processing of invoices.
- The value stated on the *Contractor*'s tax invoice is the amount due for payment as certified, accepted or corrected in accordance with the contract. The invoice identifies the applicable Task Order and relevant *Price List* items. If the invoice value is different, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the invoice, it will be rectified with the *Service Manager* before it is submitted for payment.

Ensure remittance email address and name on invoice are correct and that Eskom has received the same information to update its records. If different in Eskom's system, it will delay processing of invoice.

2.7. Contract change management

As prescribed by the NEC3 TSC.

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

Where Defined Cost is required for the assessment of a compensation event or other matter under the conditions of contract, the *Contractor* keeps clear and auditable records sufficient to substantiate the Defined Cost. The *Contractor* makes the relevant records available to the *Service Manager* for inspection when required in accordance with the conditions of contract. These records need to be available on a spreadsheet in case a compensation event is agreed on. This will not be used to assess ordinary Task Order payments.

Records of Defined Cost may include:

- Labour Costs
  - Timesheets showing hours worked.

- Plant and Equipment
  - Hire agreements and invoices.
  - Logs of usage hours or days.
  - Maintenance and running costs.

- Materials
  - Purchase orders and invoices.
  - Delivery notes and stock records.
  - Waste or surplus documentation.

- Sub*Contractor*s
  - Subcontract agreements.
  - Payment certificates and invoices.
  - Records of work done and progress.

- Other Defined Costs
  - Travel expenses (tickets, mileage logs).
  - Accommodation costs.
  - SHE related relevant, substantiated costs where allowable under the contract

The inclusion of a defined cost category in this list does not establish entitlement to payment. The assessment of Defined Cost and any applicable adjustments is governed by the conditions of contract.

2.9. Insurance provided by the *Employer*

Insurance provided by the *Employer* is as stated in the conditions of contract and Contract Data. As per Clause Z12, queries regarding insurance claims and/or procedures can be addressed with the *Service Manager.*

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

2.10.3. Equipment

None

2.10.4. Information and other things

At the end of the service period or earlier termination of this contract, the *Contractor* shall make available to the *Employer* the records and information relating to the service which are required to demonstrate performance of the service and compliance with applicable requirements.
These include, where applicable, waste manifests, collection records, weighbridge tickets, disposal and recycling certificates, recycling rebate records, reports and other records required under this Service Information.
The information is provided in an organised and accessible format at no additional cost to the *Employer*. The *Contractor's* pre-existing intellectual property remains the property of the *Contractor*.

2.11. Management of work done by Task Order

All services under this contract are carried out through Task Orders in accordance with Option X19. The *Service Manager* consults the *Contractor* before issuing a Task Order. Each Task Order specifies the scope of work, applicable *Price List* items, Task starting date, Task Completion Date and any Task-specific requirements. Only a Task Order issued by the *Service Manager* authorises the *Contractor* to commence work. The Task Order identifies the applicable *Employer* reference or purchase order number (commencing with a 45 prefix), where applicable. The *Contractor* does not commence work on a Task until the applicable Task Order has been issued by the *Service Manager*. The *Contractor* Provides the Service in accordance with the *Service Information* and the applicable Task Order and completes the Task within the period stated in the Task Order. The *Services Manager* issues the task order to the contract in a timely manner that allows the *Contractor* to properly plan the service within the time-period(s) stated on the task order.

All services provided comply to this service agreement and procedures stated.

The *Contractor* submits a Task Order programme to the *Service Manager* within three (3) days of receiving the Task Order, in accordance with X19.5, and provides any required Task-specific SHEQ documentation before commencing work. If the *Contractor* becomes aware of any matter affecting its ability to complete the Task within the period stated in the Task Order, the *Contractor* notifies the *Service Manager* in accordance with the conditions of contract. Should the *Contractor* be unable to supply the resources required to complete the task order within the period specified, the *Contractor* immediately notifies the *Service Manager*. The notification includes recommendations as to how the work can be completed timeously. Failure to complete a Task by the applicable Task Completion Date is subject to delay damages in accordance with X19.3 and the rate and limit stated in the Contract Data.

3. Health and safety, the environment and quality assurance

3.1. Occupational Health and Safety

3.1.1. The *Contractor* shall comply with the health and safety requirements contained in OHS Requirements and the approved safety file by Eskom. Eskom reserves the right to review the OHS Requirements to address the operational risks. The *Contractor* complies with, where applicable, the Occupational Health and Safety Act, 85 of 1993, the Compensation for Occupational Injuries and Diseases Act, the National Environmental Management Act, the National Road Traffic Act, applicable South African National Standards (SANS 10400), the Eskom Safety, Health, Environment and Quality (SHEQ) Policy 32-727, and the applicable health and safety specifications and procedures identified in this *Service Information* for all services. Furthermore, the *Contractor* must comply with any additional current statutory requirements of any relevant Government Departments regarding health and safety and environmental health. The *Contractor* prepares, submits and maintains the required SHE documentation and ensures that personnel and Sub*Contractor*s comply with the applicable health and safety requirements when carrying out a Task. The *Contractor* complies with the applicable health and safety requirements for the

Affected Property identified in the Contract Data, together with any additional Task-specific requirements identified in the relevant Task Order. and any additional Task-specific requirements identified in the relevant Task Order. Where the *Service Manager* instructs a change to the *Service Information* affecting the health and safety requirements, the change is managed in accordance with the conditions of contract, including the compensation event provisions where applicable.

3.1.2. The *Contractor* and *Employer* enter into a written agreement in accordance with Section 37(2) of the Occupational Health and Safety Act, where applicable. The *Contractor* complies with the responsibilities and obligations established by the agreement and applicable legislation.

3.1.3. The *Contractor* prepares, submits and maintains a Safety, Health and Environmental (SHE) file in accordance with the *Employer*'s applicable health and safety specifications. The SHE file is submitted to the *Service Manager* for acceptance before the commencement of work on the *Affected Property*, within the period specified in the contract. The *Contractor* keeps the SHE file updated throughout the service period and makes it available to the *Service Manager* for inspection. The SHE file includes, where applicable:

a) Safety, Health and Environmental Plan (SHE Plan)
b) SHE organization within the Company-Responsibility & Accountability
c) OHS Incident management Procedure (32-95)
d) Planning of conduct of work activities including planning for changes and emergency work (Operational Plan)
e) Management of PPE - Personal Protective Equipment procedures and PPE matrix
f) Emergency planning and fire risk management
g) Vehicle and driver behaviour safety (Competency, Traffic Management, etc.)
h) Sub*Contractor* selection, appointment and management procedures
i) Key personnel appointments, qualifications, training and competency records
j) SHE communication and awareness Plan
k) Behavioural Based Safety Procedure
l) *Employer*'s Baseline SHE Risk Assessment (BRA), where provided
m) *Contractor*'s Baseline Risk Assessment in line with the *Employer*'s BRA (Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment is provided together with the BRA.)
n) Valid Letter of Good Standing (COIDA or equivalent)
o) SHE policy signed by CEO / MD - Complying to OHS Act Section 7 or ISO 45001
p) Occupational hygiene and health risk assessment
q) Medical surveillance
r) Method Statements and Safe Working Procedures
s) Other documentation required by the applicable SHE specification or legislation, such as COVID-19 Risk Assessments and Workplace Plan

3.1.4. The *Contractor* conducts planned internal SHE inspections and audits to monitor compliance with applicable legislation, the Service Information, the SHE file and Task-specific requirements. The *Contractor* cooperates with inspections and audits conducted by the *Employer*, the *Service Manager* or their authorised representatives, makes relevant SHE records available for inspection and addresses identified findings within the required timeframes. Where unsafe work or non-compliance is identified, the *Service Manager* may instruct the *Contractor* to stop the affected work in accordance with the conditions of contract. The *Contractor* takes the necessary corrective action before the affected work resumes. The *Contractor* immediately informs the *Service Manager* of any injury or damage to property or equipment and provides personnel with the required safety and personal protective equipment. The contractual consequences of stop-work instructions are determined in accordance with the conditions of contract.

3.1.5. The *Contractor* may be selected during internal and/or external Peaking Power Station audits to verify compliance to legal and contractual OHS requirements. The *Service Manager* will communicate this at relevant time periods, and the *Contractor* shall avail themselves for this audit.

3.1.6. In addition to the requirements of the applicable laws governing the occupational health and safety, Peaking Power Station OHS requirements particular to the service and the *Affected Property* identified in the Contract Data for this contract shall be adhered to for the duration of the contract.

3.1.7. Site SHE Specification, procedures, policies, guidelines, and standards applicable to the service, used as Eskom's minimum requirements for Health and Safety, are provided to the *Contractor*.

3.1.8. Only the latest version / revision of the applicable legislation, acts and regulations throughout the duration of the contract, is applied at the Peaking stations. Not limited to the following below, the legislation, acts and regulations that the *Contractor* complies with are:

a) Compensation for Occupational Injuries and Diseases Act 130 of 1993
b) National Water Act 36 of 1998
c) Occupational Health and Safety Act and Regulations (85 of 1993)
d) Disaster Management Act 57 of 2002.
e) National Environmental Management Act 107 of 1998
f) Applicable South African National Standards (SANS)
g) National Road Traffic Act 93 of 1996
h) Basic Conditions of Employment Act 75 of 1997
i) National Veld and Forest Fire Act and Regulations 101 of 1998
j) Environmental Conservation Act and Regulations 73 of 1989

3.1.9. The *Contractor* establish and adheres to the health and safety of his own employees and those of its sub-*Contractor*s so that high standards of personnel health and safety are achieved and maintained. The *Contractor* exercise and adheres to all necessary care and measures to preclude exposure of personnel, labour, and nearby residents (if any) to potential health hazards and environmental pollutants.

3.1.10. The *Contractor* ensure that all persons who are employed and or deployed to work on site undergo police clearance and are certified to have no criminal records. This is required before any of the *Contractor's* employees are allowed or given access to start work on site.

3.1.11. The *Contractor* ensures that all personnel and Sub*Contractor*s meet the applicable site-access requirements before entering the *Affected Property* to perform work. The minimum requirements include, but not limited to:

a) Valid identification documents (RSA ID or equivalent)
b) Valid Medical fitness certificate appropriate to the work performed
c) Police clearance from SAPS or accredited service provider linked to SAPS AFIS system not older than thirty (30) days, in accordance with the *Employer*'s applicable security requirements
d) Completion of the *Employer*'s mandatory SHEQ induction
e) Adherence to the Eskom Life-saving rules 3 and 4, Be Sober and Buckle up

Rule	Description of rule
3	BUCKLE UP No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts
4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty

f) Applicable risk-based PPE.
g) Valid letter of good standing always (COIDA or equivalent). Access to site to perform work will be denied should the Letter of good standing not be valid.
h) The *Contractor* who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000.

Note: Inductions will only be conducted after the above documents have been submitted and accepted by Eskom.

3.1.12. The *Contractor* remains responsible for coordinating the health and safety activities of its Sub*Contractor*s in accordance with the contract and applicable legislation. Main *Contractor*s

a) Carry out all duties as listed in section 8, 9 and 10, of the OHS Act and Regulations.

b) Carry accountability and responsibility for the safety and health of his employees and their appointed *Contractor*s within their working area, as contemplated by section 37(2) of the OHS Act;
c) The *Contractor* keeps a record of all his employees, including date of induction, relevant skills and licenses and be able to produce this list at the request of the *Service Manager.*
d) Ensures that all their appointees are made aware of their accountabilities and responsibilities in terms of their appointment and that they advise and assist these appointees in the execution of their duties.
e) Ensures that the minimum legislative, regulatory and Eskom SHE requirements are complied with on all work sites.
f) Give the *Service Manager* and other line managers/responsible managers full participation and cooperation when required.
g) Compiles a SHE (health and safety) file where all relevant health and safety records must be kept for the *Affected Property*.
h) The *Contractor* provides the *Service Manager* with the Compensation Commissioner's valid letter of good standing before the commencement of work and any future renewal letters obtained during the contract for record-keeping purposes. The letter of good standing shall reflect the name of the *Contractor*'s company. Similarly, the *Contractor* must provide the *Service Manager* with all the valid letters of good standing for his sub*Contractor*s.
i) The sub*Contractor*s provide the *Contractor* with the Compensation Commissioner's valid letter of good standing before the commencement of work and any future renewal letters obtained during the contract for record-keeping purposes. The letter of good standing shall reflect the name of the *Contractor'*s company.
j) The *Contractor* appoints competent staff to perform for the service and ensure that all employees are trained in the health and safety aspects relating to such service and that the employees understand the hazards associated with all other work being carried out on the contract.
k) Ensures that all employees are conversant with all relevant work procedures and that they adhere to such procedures. Similarly (without removing the appointed *Contractor*s' responsibilities), ensure that their appointed *Contractor*s and their employees are conversant with all relevant work procedures and that they adhere to such procedures.
l) Co-ordinates the activities of all his sub*Contractor*s in the interests of safety and health;
m) Ensures that their *Contractor*s (whom they intend appointing) have made detailed provision for the cost of safety and health measures throughout the contract period.
n) Stops his employees and his sub*Contractor*s if such work poses a threat to the health and safety of persons or a risk of degradation to the environment.
o) Takes reasonable steps to ensure cooperation between all their appointed *Contractor*s.
p) The *Contractor* ensures that *Employer'*s OHS requirements are communicated to all his sub*Contractor*s, evaluate, and assess the sub*Contractor*s OHS files. Only appoint sub*Contractor*s who are competent to do work, have satisfied the OHS compliance requirements and satisfied that the *Contractor* has the necessary competencies and resources to perform the work safely
q) The *Contractor* appoints full-time competent employees in writing to supervise the performance of all specified work throughout the contract period.
r) The *Contractor* ensures that the contract supervisor does not supervise work on any site other than the *Affected Property* for which such supervisor has been appointed for.
s) Does not victimise or dismiss employees, by virtue of the employee's divulging health and safety information or suspecting such information has been divulged, in the interests of health and safety requirements;
t) The *Contractor* follows a process of disciplinary action if any of his employees or his sub*Contractor* employees have transgressed any of the requirements of the health and safety specification, safety and health plans, site rules or any other requirements.
u) Before the commencement of work, review the submitted baseline risk assessments to include site or emerging risks. This should be done by a competent person appointed in writing with a view to identify hazardous and potentially hazardous work operations.
v) Ensures that pre-task risk assessments are conducted and documented daily and prior to the starting of any new task, irrespective of whether it is a repetitive task or not.
w) The *Contractor* ensures that an organisation medical surveillance programme for the duration of the contract is in place and maintained.
x) Prior to having pre-employment and periodic medicals fitness examinations conducted, person/man job specifications must be compiled and handed to the occupational health practitioner.
y) Issues risk-based personal protective equipment (PPE)
z) The *Contractor* have a substance abuse program which in line with *Employer*'s requirements.

aa) Ensures that all incidents are reported and investigated timeously by competent incident investigators and aligned with 32-95 requirements.
bb) Is involved in all his sub*Contractor*'s incident investigations.
cc) For subcontracted work, the *Contractor* advises the *Service Manager* in writing timeously and obtain his acceptance prior to sub*Contractor*'s appointment and the work commencement thereof.

3.1.13. The *Contractor* appoints competent personnel to manage and supervise the service in accordance with the Contract Data, *Service Information* and applicable legislation. The *Contractor*'s Site Supervisor is responsible for ensuring that work is carried out safely and in accordance with the applicable Task Order, risk assessments, method statements and site requirements. The Site Supervisor has appropriate competency and training in hazard identification and risk assessment, incident investigation, legal responsibilities and supervision. The Site Supervisor:
a) Supervises work being performed on the *Affected Property*.
b) Ensures personnel understand the hazards associated with their activities.
c) Conducts workplace inspections and monitors compliance with safety requirements.
d) Ensures that identified unsafe conditions and non-conformances are corrected.
e) Coordinates the activities of employees and Sub*Contractor*s.
f) Communicates SHE matters to the *Contractor*'s management and the *Service Manager* as required.
g) Ensures that personnel are informed of applicable safety procedures and changes affecting their work.

3.1.14. All the employees of the *Contractor* must attend a SHEQ induction course before they will be allowed to work on the *Site*. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.

3.1.15. The *Contractor* immediately reports serious incidents, injuries, dangerous occurrences, spills and other significant SHE events to the *Service Manager* and the relevant site safety personnel. All incidents are reported within the applicable notification periods prescribed by legislation and the *Employer's* SHE requirement. Incident investigations are conducted by competent personnel and include the identification of causes, corrective actions and measures to prevent recurrence. Corrective actions are implemented and closed within the agreed or prescribed timeframes

3.1.16. First aid must be made available by the *Contractor*. The availability of the *Contractor's* own first aid or environmental response does not relieve the *Contractor* of his obligation to report and investigate the incident.

3.1.17. The *Contractor* provides appropriate PPE to its employees and ensures that Sub*Contractor*s provide suitable PPE to their personnel. PPE is selected according to the identified risks and applicable legislation and SHE requirements. The *Contractor* ensures that PPE is inspected, maintained, replaced when necessary and used correctly. Personnel receive appropriate training in the use, care and limitations of the PPE provided. The *Contractor* also ensures that visitors under its control comply with the applicable PPE requirements.

3.1.18. The *Contractor* complies with the health and safety requirements contained in this Service Information and the applicable Task Order.

3.2. Key Performance Indicators

The *Contractor*'s performance in respect of safety, health, environmental compliance and related service requirements is monitored throughout the service period. The *Service Manager* monitors performance through inspections, audits, incident reports, SHE records and other relevant documentation. The performance indicators in this section are used to identify non-compliance, monitor corrective actions and assess the *Contractor*'s compliance with the Service Information. The *Contractor*:

3.2.1. Maintains the Health and Safety file and complies with the approved health and safety plan, Eskom OHS requirements and applicable legislation.

3.2.2. Maintains good housekeeping in areas where Tasks are being performed and within the *Contractor*'s areas of responsibility.

3.2.3. Implements and monitors a near-miss reporting programme.

3.2.4. Develops and implements Behavioural Safety Observation (BSO) and Planned Job Observation (PJO) programmes.

3.2.5. Maintains zero fatalities throughout the contract period.

3.2.6. Maintains occupational health and safety performance within the applicable lost-time injury (LTI) tolerance levels.
3.2.7. Reports all incidents immediately and no later than the end of the shift during which the incident occurred, subject to any shorter statutory notification requirement.
3.2.8. Completes incident investigations within 30 days of the occurrence of an incident, unless an earlier statutory deadline applies.
3.2.9. Closes incident investigation recommendations within the timeframes specified in the investigation report.
3.2.10. Closes audit findings within the timeframes specified in the applicable Eskom procedure or audit report.
3.2.11. Closes non-conformances within the prescribed or agreed timeframes.

Note: Monitoring of the above mentioned KPI's will take place through regular audits and inspection. The performance indicators in this section do not create separate financial penalties or payment deductions. Where a failure meets the requirements for low service damages under Option X17, the applicable provisions of the conditions of contract and the service-level table in the Contract Data apply.

3.3. Contract completion and sign off

On completion of the contract, Eskom team (led by the *Service Manager*) involved in the contract together with the *Contractor* shall conduct the final meeting to identify the gaps prior to the contract close out.

3.3.1. Completion of Individual Tasks - Upon completion of each Task, the *Contractor* notifies the *Service Manager* in accordance with the conditions of contract.
The *Contractor* ensures that:
a) The work specified in the Task Order has been completed in accordance with the Service Information.
b) All waste collected under the Task Order has been transported and delivered to the appropriate authorised recycling, treatment or disposal facility.
c) Relevant waste manifests, collection records, weighbridge tickets, disposal certificates and recycling records have been submitted, where applicable.
d) Any spills, contamination or damage caused by the *Contractor* during the Task have been addressed in accordance with the applicable contractual and legal requirements.
e) The affected work area has been left clean, safe and free from waste generated by the *Contractor*'s activities.
f) Outstanding safety incidents, audit findings and non-conformances associated with the Task have been recorded and the required corrective actions implemented or managed in accordance with the applicable procedures.

Completion of each Task is determined in accordance with Option X19 and the conditions of contract.

3.3.2. End-of-Contract Close-out - Upon completion of the contract, the *Employer*'s representatives, led by the *Service Manager*, and the *Contractor* conduct a final close-out meeting to identify and address any outstanding contractual matters. The close-out process includes, where applicable:
a) Submission of outstanding waste-management records and supporting documentation.
b) Submission of final SHE statistics and applicable SHE records.
c) Identification and resolution of outstanding incidents, audit findings and non-conformances.
d) Removal of the *Contractor*'s Equipment and materials from the *Affected Property*, except where otherwise agreed or required by the contract.
e) Confirmation that areas affected by the *Contractor*'s activities have been left in a safe and acceptable condition.
f) Submission of a contract close-out report identifying completed activities and any outstanding matters.

Assessment and payment for completed Tasks are administered in accordance with the conditions of contract. Any outstanding obligations, defects or non-compliances are addressed in accordance with the applicable provisions of the contract.

3.4. Environmental constraints and management

3.4.1. The *Contractor* acknowledges that Ingula and Drakensberg Pumped Storage Schemes are situated in environmentally sensitive areas. The *Contractor* complies with all applicable national, provincial and municipal environmental legislation, regulations and by-laws, together with the environmental specifications, procedures and standards identified in the Service Information. These include, where applicable:

a) National Environmental Management Act, 107 of 1998.
b) National Environmental Management: Waste Act, 59 of 2008, and applicable waste-management regulations and standards.
c) National Water Act, 36 of 1998.
d) Applicable Eskom waste-management standards and environmental procedures.
e) Other legislation and standards relevant to the waste streams and activities instructed under a Task Order.

The *Contractor* carries out the service in accordance with the *Employer*'s applicable environmental management requirements, including those associated with the site's ISO 14001 environmental management system.

3.4.2. The *Contractor* takes the necessary precautions to prevent environmental pollution, contamination and damage arising from its activities. The following requirements apply:

a) No liquid effluent is discharged into drains, watercourses, soil or other unauthorised areas.
b) No chemicals, oils or waste materials are dumped or discharged on the *Affected Property*.
c) No waste is disposed of at an unauthorised or unlicensed facility.
d) No waste or other materials are burnt on the *Affected Property*.
e) Hazardous substances and hazardous waste are handled, stored and transported in accordance with applicable legal and site requirements.
f) The *Contractor* implements suitable measures to prevent spills, leaks, overflows and cross-contamination.
g) The *Contractor* complies with applicable fire-prevention, dust-control and housekeeping requirements.

3.4.3. All waste collection, handling, transportation, recycling, treatment and disposal activities are performed in accordance with the applicable Task Order and the requirements of this Service Information. The *Contractor* ensures that:

a) Waste streams are correctly identified, classified and segregated.
b) Appropriate containers, vehicles and equipment are used for the relevant waste streams.
c) Waste is transported to authorised recycling, treatment or disposal facilities appropriate to the waste classification.
d) The required waste manifests, collection records, weighbridge tickets and disposal or recycling certificates are maintained and submitted to the *Service Manager*.
e) Hazardous waste is handled and transported by appropriately competent personnel using suitable equipment and containment measures.
f) Waste quantities and destinations are accurately recorded to provide traceability.
g) Waste-management method statements identify the relevant waste streams, handling methods, temporary storage arrangements, transportation requirements, disposal or recycling routes and environmental incident response measures.

3.4.4. The *Contractor* immediately reports any environmental incident, spill, leak, unauthorised discharge or contamination associated with its activities to the *Service Manager* and the relevant site environmental personnel. The *Contractor* implements immediate measures to contain the incident, prevent further environmental damage and protect persons and property. The *Contractor* provides suitable spill-response equipment and ensures that personnel are trained in its use. Environmental incidents are investigated, recorded and reported in accordance with applicable legislation and the *Employer*'s

environmental procedures. Where pollution or contamination results from the *Contractor*'s activities, the *Contractor* takes the necessary corrective and remediation measures in accordance with its contractual and statutory obligations.

3.4.5. The *Contractor* ensures that chemicals and hazardous substances brought onto the *Affected Property* are appropriately identified, labelled, handled and stored. Current Safety Data Sheets are made available for applicable hazardous chemical substances. The *Contractor* implements the necessary controls to prevent incompatible substances from being mixed and to prevent exposure, spills and environmental contamination.

3.4.6. Where a Task requires temporary storage areas, laydown areas or other site facilities, the *Contractor* complies with the applicable site requirements and any restrictions stated in the Task Order. The *Contractor*:

a) Uses only authorised areas for temporary storage and site activities.
b) Implements suitable containment and housekeeping measures.
c) Provides temporary sanitation facilities where required and where existing facilities are not made available.
d) Controls dust and other environmental impacts arising from its activities.
e) Takes reasonable measures to prevent fires and damage to surrounding vegetation and natural habitats.
f) Restores areas affected by its activities to the condition required by the *Service Information* and applicable Task Order.

3.4.7. The *Contractor's* tendered rates include the costs of complying with the environmental requirements identified in the tender documents and applicable legislation, to the extent required for the services covered by those rates. Where the *Service Manager* instructs a change to the *Service Information* or a Task, the contractual consequences are determined in accordance with the conditions of contract, including the compensation event provisions where applicable.

3.5. Quality assurance requirements

The *Contractor* establishes, implements and maintains a documented Quality Management System appropriate to the nature and scope of the service. The quality requirements applicable to this contract are those specified in Eskom Supplier Quality Management Specification QM58 (240-105658000), Category 3, together with the applicable Category 3 (Form A) Tender and Contract Quality Requirements and ISO 9001 requirements identified in the tender documents. The *Contractor* ensures that all services are performed in accordance with the Service Information, applicable Task Orders, statutory requirements and relevant quality specifications.

The *Service Manager* assesses the *Contractor*'s completed work in accordance with the conditions of contract, the applicable Task Orders and the relevant *Price List* items. Assessment and payment are administered in accordance with the conditions of contract.

- Labour
  Quality of workmanship / outputs will be monitored by the *Service Manager*. Poor performance will be addressed with the *Contractor*.
- Equipment

Quality management for the Services is under Eskom Supplier Quality Management Specification 240-105658000 (QM-58). A Quality Control Plan/Inspection and Test Plan template as well as a Template for Typical Contract Quality Plan will be provided. The *Contractor* defines the level of QA/QC or inspection imposed on his sub-*Contractor*s where applicable

The *Contractor* ensures that each Task is performed in accordance with the Service Information, applicable environmental and safety requirements, and the relevant Task Order. The *Contractor* maintains appropriate records confirming the collection, transportation, recycling or disposal of waste, as applicable to the Task. The *Service Manager* may inspect the services and request supporting records to verify compliance with the Task Order.

Additional quality-control documentation or inspections are required where specified in the applicable quality requirements or justified by the nature of the Task. Inspection, hold and witness points are identified and agreed upon by the *Employer* and the *Contractor* before the relevant work commences.

The *Contractor* arranges, supervise and monitor services as per the agreed specification and work procedures approved by the *Employer*. All services to be carried out by qualified persons The *Contractor* ensures that personnel engaged in waste collection, handling, transportation, decanting, recycling and disposal activities are suitably trained and competent. Personnel hold the qualifications, licences and certifications required by applicable legislation and the relevant service activities. The *Contractor* maintains competency and training records and makes them available to the *Service Manager* when requested
The *Contractor* retains quality records for the duration of the contract and for at least five (5) years thereafter, unless a longer retention period is required by applicable legislation.
Within fourteen (14) days of contract award, the *Contractor* shall submit a Contract Quality Plan for acceptance by the *Service Manager*. The *Service Manager* may inspect the service and review quality records in accordance with the conditions of contract. Eskom reserves the right to perform quality surveillance and audits to verify compliance with the applicable quality requirements.

The *Contractor* cooperates with inspections and audits and provides access to relevant records and personnel. Quality inspections and audits do not alter the assessment and payment provisions of the contract. The *Contractor* establishes and maintains a documented procedure for identifying recording, investigating and correcting non-conformances. Non-conformances affecting compliance with the Service Information, Task Orders or applicable quality requirements are reported to the *Service Manager* within twenty-four (24) hours of identification. Where a non-conformance involves a safety incident, environmental incident or other matter requiring immediate notification, the reporting requirements of section 3.1 and 3.4 apply. The *Contractor* implements appropriate corrective actions and verifies their effectiveness before closing the non-conformance.

4. Procurement

4.1. People

4.1.1. Minimum requirements of people employed

The *Contractor* provides suitably qualified, competent and experienced personnel to carry out the services instructed through Task Orders issued by the *Service Manager* in accordance with Option X19. The following key personnel are required for the contract:

a) *Contractor*'s Site Supervisor.
b) Part-time Safety Officer.

The *Contractor* submits detailed curricula vitae (CVs) for the required key personnel, indicating their qualifications, skills, competencies and experience, together with certified copies of relevant qualifications and certificates. Qualifications obtained outside South Africa are verified by the South African Qualifications Authority (SAQA) where required, and the relevant evaluation certificates are provided. Personnel must have sufficient verbal and written English communication skills to understand and communicate instructions relevant to their duties.
The *Contractor* ensures that:

a) Personnel assigned to each Task have the necessary competence, training and experience to perform their duties safely and effectively.
b) Personnel carrying out hazardous waste handling, transportation, used-oil removal, contaminated-oil removal and decanting activities possess the relevant training, licences and certifications required by applicable legislation.
c) Drivers possess valid driving licences and any additional authorisations required for the vehicles and waste transported.
d) Personnel are able to understand and communicate safety instructions and information relevant to their duties.
e) Sufficient personnel are made available to complete each Task within the period stated in the applicable Task Order.
f) Suitable replacement personnel are provided where required because of absence, illness or other circumstances affecting the performance of an instructed Task.
g) All personnel comply with the *Employer*'s applicable site access, induction, health, safety and environmental requirements before commencing work.

The *Contractor* provides appropriate supervision during the execution of each Task in accordance with the requirements of section 2.3 and 3.1. The *Contractor* complies with applicable South African employment and labour legislation, including the Labour Relations Act and the Basic Conditions of Employment Act. The *Contractor* ensures the use of suitably qualified local labour where reasonably practicable, subject to the applicable contractual and procurement requirements. The *Contractor* remains responsible for the performance, conduct and competence of its employees and Sub*Contractor*s

4.1.2. BBBEE and preferencing scheme

The *Contractor* complies with the applicable Broad-Based Black Economic Empowerment (B-BBEE) and preferential procurement requirements specified in the tender documents and conditions of contract. The *Contractor* maintains valid B-BBEE documentation throughout the contract period and submits updated documentation to the *Employer*'s designated supplier-management function when required. A copy is provided to the *Service Manager* upon request. The *Contractor* notifies the *Service Manager* of any material change to its B-BBEE status where notification is required by the contract.

4.1.3. Supplier Development, Localisation and Industrialisation (SDL&I)

The *Contractor* shall comply with any applicable SDL&I requirements expressly stated in the tender documents and conditions of contract.

4.2. Subcontracting

4.2.1. Preferred sub*Contractor*s

There are no nominated Sub*Contractor*s under this contract.

4.2.2. Subcontract documentation, and assessment of subcontract tenders

The *Contractor* submits the name of each proposed Sub*Contractor* to the *Service Manager* for acceptance in accordance with clause 26.2 of the NEC3 Term Service Contract. The *Contractor* does not appoint a proposed Sub*Contractor* until the *Service Manager* has accepted the proposed Sub*Contractor*.

The *Contractor* submits the proposed subcontract conditions to the *Service Manager* for acceptance in accordance with clause 26.3, unless an NEC contract is proposed or the *Service Manager* has agreed that submission is not required.

The *Contractor* ensures that Sub*Contractor*s performing waste collection, transportation, recycling, treatment or disposal activities possess the licences, registrations, authorisations and competencies required for their respective activities.

4.2.3. Limitations on subcontracting

No additional limitations on subcontracting are specified in this Service Information. All subcontracting remains subject to the conditions of contract, applicable legislation and the *Employer*'s safety, health, environmental and quality requirements. Acceptance of a Sub*Contractor* by the *Service Manager* does not relieve the *Contractor* of responsibility for providing the service in accordance with the contract.

4.2.4. Attendance on sub*Contractor*s

The *Contractor* is responsible for coordinating, supervising and managing its Sub*Contractor*s. The *Contractor* ensures that its Sub*Contractor*s comply with the applicable Task Orders, site access requirements, safety procedures, environmental requirements and waste-management documentation requirements. All services, including those performed by Sub*Contractor*s, are carried out only under Task Orders issued by the *Service Manager* in accordance with Option X19.

4.3. Plant and Materials

4.3.1. Specifications

The *Contractor* provides all vehicles, equipment, tools, containers and materials necessary to perform the services specified in the *Service Information* and the applicable Task Orders. All vehicles and equipment used to provide the service shall be suitable for their intended purpose, maintained in safe working condition and compliant with applicable legislation and the *Employer*'s relevant safety, environmental and quality requirements. Depending on the service instructed, equipment may include waste collection vehicles, skips, bins, drums, tankers, pumps, hoses, lifting equipment and spill-containment equipment. The *Contractor* ensures that:

a) Waste collection and transportation vehicles are appropriately licensed, roadworthy and suitable for the waste being transported.
b) Waste containers and skips are suitable for the relevant waste streams and maintained in a serviceable condition.
c) Equipment used for used-oil removal, contaminated-oil removal and decanting is suitable for the material being handled and maintained to prevent leaks, spills and contamination.
d) Equipment is inspected and tested where required by applicable legislation, manufacturer requirements or the relevant Service Information.
e) Defective or unsafe equipment is removed from service until repaired or replaced.

Where applicable, the *Service Manager* provides additional specifications for a particular Task through the relevant Task Order or an instruction issued in accordance with the conditions of contract. Inspections are conducted in accordance with the applicable specifications and contractual requirements. The *Contractor* plant and materials shall comply with:

- Applicable Eskom safety procedures and requirements;
- Eskom Supplier Quality Management Specification QM58 (240-105658000), where applicable; and
- Applicable environmental legislation and the *Employer's* environmental requirements

Title	Date or revision	Tick if publicly available
General Specifications:		
The Occupational Health and Safety Act No. 85 of 1993 and Regulations		✓
National Environmental Management Act 107 of 1998		✓
Eskom's Procurement and Supply Chain Management Procedure 32-1034 **	Latest Revision	✓
The Compensation for Occupational Injuries and Diseases Act No.130 of 1993, amended by government notices or Equivalent		✓
National Road Traffic Act 93 of 1996 and applicable regulations		✓
32-93 Eskom Procedure for Vehicle and Driver Safety Management		
320-727 Eskom SHEQ Policy		
32/421 Eskom Life Saving Rules	Latest Revision	*

* Available on request
** Available at
https://www.eskom.co.za/Tenders/EskomPurchasingPolicies/Pages/Eskom_Purchasing_Policies.aspx

4.3.2. Correction of defects

The *Contractor* is responsible for correcting Defects in accordance with the applicable provisions of the NEC3 Term Service Contract. Where the services provided do not comply with the *Service Information* or the applicable Task Order, the *Contractor* shall take the necessary corrective action in accordance with the conditions of contract. Corrective action may include, where applicable:

a) Completing waste collections that were not performed in accordance with the Task Order.
b) Replacing or repairing defective waste containers or equipment supplied under the contract.
c) Rectifying non-compliant waste handling, transportation, recycling or disposal activities, where correction is possible and lawful.
d) Providing or correcting incomplete or inaccurate waste-management records and documentation.

The *Contractor* shall promptly notify the *Service Manager* of any identified Defect and comply with the applicable contractual requirements for its correction. Any environmental incident, spill or unsafe condition shall be addressed immediately in accordance with the health, safety and environmental requirements of this

contract. Correction of Defects shall be administered in accordance with the NEC3 Term Service Contract and shall not alter the contractual provisions relating to Task Completion, payment or compensation events.

4.3.3. *Contractor*'s procurement of Plant and Materials

The *Contractor* is responsible for procuring, hiring or otherwise providing the vehicles, equipment, containers, tools and materials necessary to perform the services under the applicable Task Orders. All Plant and Materials provided by the *Contractor* shall comply with the requirements specified in Section 4.3.1 and the applicable provisions of the contract. No separate procurement procedure or prior procurement approval by the *Service Manager* is required under this section, unless expressly specified elsewhere in the contract. The *Contractor* remains responsible for ensuring that the necessary resources are available to complete each instructed Task in accordance with the Task Order.

4.3.4. Tests and inspections before delivery

No additional tests or inspections before delivery are specified under this section. The *Contractor* shall ensure that all vehicles, equipment, containers and materials provided for the services comply with the applicable statutory requirements and the specifications stated in Section 4.3.1. Where testing, inspection or certification is required by law, the *Service Information* or an applicable Task Order, the *Contractor* shall ensure that the relevant requirements are satisfied before the equipment is used. The *Service Manager* may request evidence of compliance with the applicable inspection, testing and certification requirements.

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

The *Employer* does not provide any Plant and Materials to the *Contractor* on a free-issue basis under this contract. The *Contractor* is responsible for providing all vehicles, equipment, tools, waste containers, skips, bins and materials required to perform the services in accordance with the *Service Information* and applicable Task Orders. Any existing site facilities or services made available by the *Employer* are subject to the provisions of Sections 5.7 and 5.8 and do not constitute free-issue Plant and Materials under this section.

4.3.6. Cataloguing requirements by the *Contractor*

No formal materials cataloguing requirements apply under this contract.

5. Working on the *Affected Property*

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

All persons entering the *Affected Property* to perform work or attend meetings during the contract period comply with the *Employer*'s applicable site entry, security control, permit and site regulations:

- Each person shall sign the entrance register, provide identification (ID Documents) and this information shall also be collated by the *Contractor* for use during the scheduled meetings.
- Personnel shall undergo the security screening and clearance processes prescribed by the *Employer* before being granted access to the *Affected Property*. All persons entering the premises may be subjected to breathalyser testing and other authorised screening procedures. Persons who fail the applicable screening requirements shall not be permitted to enter or remain on the *Affected Property*. The *Employer* has a zero tolerance towards alcohol.
- The *Contractor* complies with the security control measures and entry requirements applicable at Ingula and Drakensberg Pumped Storage Schemes.
- Vehicles may be parked only in designated parking areas. When driving on site, personnel comply with the following requirements:
    - The maximum speed limit is 20 km/h.
    - Driving is only allowed on tarred surfaces and authorised routes.
    - All road signs must be obeyed.
- The *Contractor* is responsible for damage to the *Employer*'s property to the extent provided for in the conditions of contract, including the applicable liability provisions.

- All *Contractor* personnel must have Police clearance. Certificates must be handed to the *Service Manager* at least 2 weeks prior to commencement of work. The *Service Manager* reserves the right to refuse entry to all persons whose criminal records indicate that their presence on site may create an unsafe and insure environment at the Eskom site.
- All Life Saving Rules as specified shall be adhered to. Eskom does not permit any passengers to be transported at the back of any Truck, light domestic vehicle or enclosed light commercial vehicle.
- Weapons and other prohibited items are not permitted on site
- Photography, video recording and other unauthorised recording activities are prohibited unless prior permission has been obtained from the *Employer*.
- The *Contractor* provides all equipment, material and safety equipment required to perform the service. This includes personal protective gear for the staff.
- The *Contractor* maintains an asset register of tools and equipment used to provide the service and shall be audited and inspected by the *Service Manager* from time to time.
- Security Screening - The *Contractor* ensures that all its personnel and the personnel of its Sub*Contractor*s undergo the security screening and clearance processes prescribed by the *Employer* before being granted access to the *Affected Property*. All *Contractor* and Sub*Contractor* personnel must have police clearance certificates or criminal-record screening certificates issued by a reputable screening service. The certificates must not be older than thirty (30) days and must be submitted to the *Service Manager* at least two (2) weeks before commencement of work. The *Employer* reserves the right to refuse access to any person whose criminal record or security-screening results do not meet the applicable site security requirements. The *Contractor* ensures that its personnel and Sub*Contractor*s comply with all security measures applicable at Ingula and Drakensberg Pumped Storage Schemes. The *Contractor* gives the *Service Manager* at least twenty-four (24) hours' notice before requesting access to designated security-controlled areas, unless otherwise authorised by the *Employer*.
- Access to the Power station is restricted to authorized personnel only. All *Contractor*s staff is required to be cleared by security. Whilst on site, *Contractor* gives 24hrs notice to the *Service Manager of* his intention to enter security-controlled areas.
  GPS Co-ordinates

Site	Latitude	Longitude
Drakensberg Pumped Storage	-28.5646892	29.0840885
Ingula Pumped Storage	-28.2807896	29.5879583

5.2. People restrictions, hours of work, conduct and records

The *Contractor*, its employees and Sub*Contractor*s shall comply with the *Employer*'s Code of Ethics, site conduct requirements, security procedures and applicable health and safety rules.

Normal site access hours are as follows:
Monday to Thursday: 08:00 to 16:00.
Friday: 08:00 to 12:00.
Saturdays, Sundays and public holidays: No routine access unless authorised.

Where a Task requires work outside the normal site access hours, the *Contractor* shall obtain prior authorisation from the *Service Manager* and comply with the applicable site security and access arrangements. All services shall be carried out only under Task Orders issued by the *Service Manager* in accordance with Option X19. Authorisation to enter the *Affected Property* does not constitute authorisation to perform services without an issued Task Order. The *Contractor* shall maintain appropriate records of personnel attending the *Affected Property* and make these available to the *Service Manager* when required, subject to applicable information protection requirements.

5.3. Health and safety facilities on the *Affected Property*

The *Contractor* shall comply with the occupational health and safety requirements specified in Section 3.1 and the applicable site-specific safety requirements of the *Employer*. The *Contractor* is responsible for providing the first-aid equipment, personal protective equipment, emergency arrangements and other health and safety

resources required for its personnel and the services performed under each Task Order. The availability and use of facilities provided by the *Employer* are subject to Section 5.8 and the applicable site rules. The *Contractor* shall familiarise its personnel with the relevant site emergency procedures, assembly points and emergency contact arrangements before commencing work on the *Affected Property*.

5.4. Environmental controls, fauna & flora

The *Contractor* shall comply with the environmental requirements specified in Section 3.4, applicable environmental legislation and the *Employer*'s site-specific environmental procedures. The *Contractor* shall take appropriate precautions to prevent pollution, contamination and environmental damage while performing services under Task Orders issued by the *Service Manager*.

The *Contractor* shall ensure that waste, used oil, contaminated oil and other substances are handled, collected, transported and disposed of or recycled in accordance with the applicable legal requirements and the Service Information. The *Contractor* shall use suitable vehicles, containers and equipment to prevent leaks, spills and uncontrolled releases during the execution of the services.

The *Contractor* shall immediately report any spill, leak or environmental incident arising during the execution of the services to the *Service Manager* and the relevant site environmental representative. The *Contractor* shall take immediate reasonable action to contain the incident, prevent further harm and implement the applicable emergency response procedures. Responsibility for environmental damage, remediation costs and insurance shall be determined in accordance with the conditions of contract and applicable law.

The following environmental rules apply at Ingula and Drakensberg Pumped Storage Schemes to support the *Employer*'s objective of preventing environmental harm:

- Respect and care for the natural environment and for each other
- Minimise or mitigate any impacts that may cause harm or pollution to the environment
- Immediately report any environmental incident requiring action
- No fires are allowed
- No poaching of wildlife or plants is allowed
- Report any illegal activities
- When authorised to drive off-road, use existing tracks or designated routes and avoid damage to vegetation and the environment
- Obey speed limits on site
- Suspected illegal environmental activities shall be reported to the *Service Manager* or the designated site environmental practitioner

5.5. Cooperating with and obtaining acceptance of Others

The *Contractor* shall cooperate with the *Employer*'s personnel, other parties working on or accessing the *Affected Property*, including Others as defined in the conditions of contract, in accordance with the applicable provisions of NEC3 TSC clause 25.

The *Contractor* shall coordinate its activities with the *Service Manager* and relevant site representatives to ensure that waste collection, container placement, waste transportation and other instructed services do not unnecessarily interfere with site operations or the activities of Others. Where services are required in areas occupied or used by Others, the *Contractor* shall comply with the applicable access arrangements, safety requirements, permits and coordination procedures. The *Contractor* shall notify the *Service Manager* of any circumstances involving Others that may prevent, delay or affect the execution of an instructed Task. All services shall be performed only under Task Orders issued by the *Service Manager* in accordance with Option X19. Instructions, requests or arrangements made by the *Employer*'s personnel, other *Contractor*s or site representatives shall not constitute authority to commence additional services unless confirmed through a Task Order issued by the *Service Manager*.

Any change affecting an instructed Task shall be administered in accordance with the applicable provisions of the NEC3 conditions of contract.

5.6. Records of *Contractor*'s Equipment

The *Contractor* shall comply with the *Employer*'s applicable security procedures for the registration, entry, movement and removal of vehicles, equipment, tools and materials at the *Affected Property*. Before bringing equipment onto site, the *Contractor* shall provide the information reasonably required by the *Employer*'s Security Department to identify and register the equipment. The *Contractor* shall maintain an appropriate register of equipment and containers brought onto or retained at the *Affected Property*, including rented skips, drums and other waste containers where applicable. Equipment brought onto site for a single visit shall be declared in accordance with the applicable site security procedures. The *Contractor* shall comply with the security waybill and removal-permit procedures when removing equipment, tools or materials from the *Affected Property*. The removal of waste shall be supported by the applicable waste-management documentation and site exit requirements. The *Contractor* shall ensure that vehicles and equipment used for each Task are safe, suitable and compliant with the requirements of Section 4.3.1. The *Service Manager* may request equipment registers or other relevant information where necessary to verify compliance with the Service Information. Records of waste quantities, collections, transportation, recycling and disposal shall be maintained in accordance with the applicable waste-management and reporting requirements. The *Contractor* is responsible for the safekeeping of its equipment and vehicles left on the *Affected Property*, subject to the applicable provisions of the conditions of contract.

5.7. Equipment provided by the *Employer*

The *Employer* does not provide vehicles, tools, equipment, materials or personal protective equipment for the execution of the services. Where available, the *Employer* may permit the *Contractor* to use existing electricity plug points at designated locations on the *Affected Property*, subject to prior authorisation and applicable site safety requirements for the execution of the service. The availability and continuity of electricity supply are not guaranteed. The *Contractor* shall provide the equipment and power supply arrangements necessary to perform each instructed Task, including an alternative power source where required by the nature of the Task and where electricity is unavailable. Any connection to the *Employer*'s electrical installations shall comply with the applicable site procedures and shall not be undertaken without the required authorisation.

5.8. Site services and facilities

5.8.1. Provided by the *Employer*

- **First Aid facilities -** Not Available. The *Employer* does not provide dedicated first-aid facilities for the *Contractor*'s personnel. The *Contractor* shall make the necessary first-aid arrangements in accordance with Section 3.1.
- **Ablution facilities -** Available at designated locations.
- **Electricity -** Available. Access to existing electricity connections, where designated and authorised, is subject to Section 5.7.

Any facilities made available by the *Employer* shall be used only for their intended purpose and in accordance with the applicable site requirements. The *Contractor* shall not alter, damage or interfere with the *Employer*'s facilities without prior authorisation. The use of such facilities does not entitle the *Contractor* to additional payment, except where otherwise provided for in the conditions of contract.

5.8.2. Provided by the *Contractor*

The *Contractor* shall provide the resources necessary to perform the services instructed under each Task Order, including:

a) Suitably qualified and competent personnel, including appropriate supervision.
b) Personal protective equipment and task-specific safety equipment.
c) Waste collection and transportation vehicles, skips, bins, drums, containers and other equipment required for the instructed services.
d) Tools, pumps, hoses, lifting equipment and other specialist equipment where required by the nature of the Task.
e) Transport, meals and accommodation for its personnel, where applicable.
f) Communication equipment and administrative resources required to manage its services.
g) Appropriate first-aid arrangements and emergency equipment for its personnel and activities.
h) Any temporary facilities, storage arrangements or specialist testing services expressly required by the *Service Information* or an applicable Task Order.

The *Contractor* shall ensure that its vehicles, equipment and facilities are maintained in a safe and serviceable condition and comply with applicable statutory and site requirements.
Temporary facilities and equipment belonging to the *Contractor* shall be removed from the *Affected Property* when no longer required, subject to the applicable security and removal procedures.
The *Contractor* shall leave areas used for its activities clean and safe and shall address damage for which it is responsible in accordance with the conditions of contract.
The *Contractor* is not required to provide vehicles for the personal or operational use of the *Service Manager* or the *Employer*'s personnel unless this is expressly included as a separately identified service in the *Service Information* and the applicable *Price List*.

5.9. Control of noise, dust, water and waste

The *Contractor* shall maintain clean, safe and orderly working areas while performing services under Task Orders issued by the *Service Manager*. The *Contractor* shall take reasonable precautions to minimise noise, dust, spillages, water contamination and other disturbances arising from its activities. Waste containers, vehicles, tools and equipment shall be positioned and operated in a manner that does not unnecessarily obstruct access routes, emergency equipment, pedestrian movement or the *Employer*'s operations. The *Contractor* shall prevent dust and waste from escaping during collection, loading, handling and transportation. The *Contractor* shall collect any waste spilled as a result of its activities and clean the affected area without unnecessary delay. Where hazardous waste, used oil or contaminated substances are handled, the *Contractor* shall implement the applicable containment, spill-prevention and environmental protection measures specified in Sections 3.4 and 5.4. The *Contractor* shall take reasonable measures to prevent contaminated water, oil or other pollutants from entering stormwater drains, soil or watercourses. Noise-generating activities shall be coordinated with the *Service Manager* where they may disrupt the *Employer*'s operations. Upon completion of each Task, the *Contractor* shall leave the affected collection and working areas clean, safe and free from waste or debris arising from its activities.

5.10. Hook ups to existing works

No permanent connections, alterations or modifications to the *Employer*'s existing installations or infrastructure are included in the scope of services. The *Contractor* shall not interfere with, modify or connect equipment to the *Employer*'s installations without the required authorisation.

5.11. Tests and inspections

5.11.1. Description of tests and inspections

The *Employer*'s authorised Health and Safety, Environmental and Contract Management representatives may carry out inspections of the *Contractor*'s activities, equipment, waste storage areas and relevant records to verify compliance with the *Service Information* and applicable site requirements. The *Contractor* shall carry out appropriate checks during the execution of each instructed Task to ensure that:

a) Waste is collected, handled and transported safely.

b) Vehicles, containers and equipment used for the Task are suitable and in a safe operating condition.

c) Waste collection and storage areas are free from spillages, leaks, excessive waste accumulation and unsafe conditions arising from the *Contractor*'s activities.

d) Appropriate environmental protection and containment measures are implemented.

e) Required collection records, waste manifests, weighbridge tickets and disposal or recycling documentation are completed and retained, as applicable.

The *Contractor* shall record any non-compliance identified during its inspections, notify the *Service Manager* of any significant findings and take the necessary corrective action in accordance with the Service Information and the conditions of contract.

6. List of drawings

None.