

NEC3 Term Service Contract (TSC3)

Between **NTCSA SOC Ltd**
(Reg No. 2021/539129/30)

and

for **Provision of Waste Management for a period of 60 months at Simmerpan Complex, Apollo, Hume, VLI, Tower Testing, Zwavelpoort in Gauteng**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

1.1 **Offer**

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

Provision of Waste Management Services (Non-Technical) at Simmerpan Complex

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	**Rate Based**
	Sub total	**Rate Based**
	Value Added Tax @ 15% is	**Rate Based**
	The offered total of the amount due inclusive of VAT is[1]	**Rate Based**
	(in words) **Rates Based Contract**	

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: .....

Name & signature of witness .....

Date: .....

Tenderer's CIDB registration number: Not Applicable

[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*.

1.2 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	NTCSA- Real Estate	01 Maxwell Drive, Sunninghill, Sandton, 2000
Name & signature of witness		Date

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

1.3 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	**[●]**	**[●]**
	Not Applicable	

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		NTCSA SOC Ltd (Reg No. 2021/539129/30) 01 Maxwell Drive, Sunninghill, Sandton, 2000
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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):	**NTCSA SOC Ltd (Reg No. 2021/539129/30)), 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.	**N/A**
	Fax No.	**N/A**
10.1	The *Service Manager* is (name):	**TBA**
	Address	
	Tel	
	Fax	**Not Applicable**
	e-mail	

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

11.2(2)	The Affected Property is	**Simmerpan Complex, Apollo, Hume, VLI, Tower Testing, Zwavelpoort in Gauteng**
11.2(13)	The *service* is	**Provision of Waste Management for a period of 60 months**
11.2(14)	The following matters will be included in the Risk Register	• **Contractor disposes waste at unauthorized landfill sites** • **Incorrect handling, storage, transportation, or disposal of waste.** • **Injuries to workers or public due to improper waste handling**
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	**3 working days.**
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	**2 weeks of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**TBA**
30.1	The *service period* is	**60 Months ()**
4	**Testing and defects**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
5	**Payment**	
50.1	The *assessment interval* is	**the 25th day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**4 weeks.**
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. N/A**
83.1	The *Employer* provides these insurances from the Insurance Table	**as stated for "Format TSC3" available on** *http://www.eskom.co.za/Tenders/InsurancePolicies Procedures/Pages/EIMS_Policies_ From_1_April_2014_To_31_March_2015.aspx* **(See Annexure A for basic guidance).**
83.1	The *Employer* provides these additional insurances	**as stated for "Format TSC3" available on** *http://www.eskom.co.za/Tenders/InsurancePolicies Procedures/Pages/EIMS_Policies_ From_1_April_2014_To_31_March_2015.aspx* **(See Annexure A for basic guidance)**
83.1	The *Contractor* provides these additional insurances:	**whatever the *Contractor* deems necessary in addition to that provided by the *Employer*.**
83.1	The minimum amount of cover for insurance against loss and damage caused by the *Contractor* to the *Employer*'s property is	**the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on** *http://www.eskom.co.za/Tenders/InsurancePolicies Procedures/Pages/EIMS_Policies_ From_1_April_2014_To_31_March_2015.aspx*
83.1	The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of	**R0.00**
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	**whatever the *Contractor* deems necessary in addition to that provided by the *Employer*.**
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..**
9	**Termination**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**Three (3) weeks.**
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	**Johannesburg, South Africa**
	The person or organisation who will choose an arbitrator 1. if the Parties cannot agree a choice or 2. 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	**A month prior tender closing**
	The proportions used to calculate the Price Adjustment Factor are: **Contractor to propose applicable elements for CPA under this section. Failure to do so, proposed NTCSA CPA will apply.**	**proportion** / **linked to index for** / **Index prepared by** **0.** / **[•]** / **[•]** **0.** / **[•]** / **[•]** **0.** / **[•]** / **[•]** **0.** / **[•]** / **[•]** **0.** / **[•]** / **[•]** **0.15** / **non-adjustable** **1.00**
	Fixed and firm prices for 16 months from base date and thereafter subjected to annual CPA escalation will be effective from the seventeen months from base date until completion date. **15% will be fixed portion; and 85% will be dependent on the agreed elements.**	
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 in	**Annexure B**
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 described in the "Format TSC3" insurance policy available on** *http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx*
X18.3	The *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 in the *Employer*'s assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsuranceCPoliciesProcedures/Pages/EIMS_Policies_
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	**6 months after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**2 days of receiving the Task Order**
Z	**The *additional conditions of contract* are**	**Z1 to Z11 always apply.**

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer.*

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights and does

not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Contractor" (as defined and (promulgated under the Occupational Health & Safety Act 85 of 1993)) for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Occupational Health and Safety Act 85 of 1993, National Environmental Management Waste Act 59 of 2008, National Environmental Management Act 107 of 1998 and other all applicable health, safety and Environmental laws and regulations and the health, safety and Environmental rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Occupational Health and Safety Acts and its Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

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

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

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all these parties' relatives or friends,
Coercive Action	means to harm or threatens to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
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, 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.

Z 11.1 A Committing Party may not take any Prohibited Action during the procurement of this contract or in execution thereof.

Z 11.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Service 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 Service for this reason.

Z 11.3 If the *Employer* terminates the *Contractor*'s obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.

Z 11.4 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.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer*'s "works" type policy which may be in place for the *Employer*'s portion of the Affected Property concerned or against the *Employer*'s assets policy which may be in place for the *Employer*'s portion of the Affected Property concerned, or both.

2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.

3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self-insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to **'Format TSC3'** to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.

4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left-hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.

5. If Marine Insurance is required, the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.

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

Fr*om TBA*

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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 Responsibilities: Qualifications: Experience:	**CV's (and further key person's data including CVs) as per the tender submitted.**
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	**Rates Based**
11.2(19)	The tendered total of the Prices is	**Rates Based**

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(12) The Price List is the *price list* unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of 1. the Price for each lump sum item in the Price List which the *Contractor* has completed and 2. where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *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.

Function of the Price List

Clause 54.1 in Option A states: “Information in the Price List is not Service Information”. This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, “The *Contractor* Provides the Service in accordance with the Service Information”. Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor*’s plan

Clause 21.4 states “The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance”. Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively, the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

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

1. Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
2. Understands the function of the Price List and how work is priced and paid for;
3. Is aware of the need to link operations shown in his plan to items shown in the Price List;
4. 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;
5. 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.
6. Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

ITEM NO	DESCRIPTIONS	UNIT	QUANTITY	RATE	PRICE
	SECTION NO. 2				
	WASTE MANAGEMENT				
	PREAMBLES				
	The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles.				
	SUPPLEMENTARY PREAMBLES				
	Rate approvals:				
	The tenderer is advised that any rate that is required for new work must include the following breakdown:				
	Material, labour, plant, wastage, transport and profit.				
	Rate approvals must be authorised by the NTCSA Service Manager prior to work being carried out.				
	Scope of Works				
	The tenderer is advised that the pricelist must be read in conjunction with the Scope of Works.				
	Total Waste Management				
	Placement once off cost, if any, of the following:				
1	4 set Recycle bin with lid Plastic 21L (labelled)	Per set	1		
2	Office bins- 10 litters Mesh steel desk range waste bin square black	Each	1		

3	Parking mounted bins with lids-15 litter plastic bin	Each	1		
	-				
4	6m3 Lidded Skip and marked bin	Each	1		
5	18m3 marked bin	Each	1		
6	35m3 marked bin	Each	1		
7	1100 x 1000 x 720mm marked scrap Metal Bin	Each	1		
8	130L wheelie bin with a colour-coded labelled	Each	1		
9	130L Green Wheelie Bin	Each	1		
10	130L Red Wheelie Bin	Each	1		
11	130L Yellow Wheelie Bin	Each	1		
12	240L marked wheelie bin	Each	1		
13	240L Site Waste Separation Bins, Colour Coded labelled	Each	1		
14	240L Kitchen Waste Separation Bins, labelled	Each	1		
15	240L marked and lidded cartridge waste container	Each	1		
16	240L marked and lidded electronic waste container	Each	1		
17	25L marked and lidded Soda Ash Container	Each	1		
18	25L marked and lidded low voltage battery container with opening for battery	Each	1		
19	Office Waste Separation Bins: 3 per set, marked	Set	1		
20	4ft fluorescent tube/globes box – load: 50 tubes	Each	1		
21	4ft fluorescent tube/globes box – load: 100 tubes	Each	1		

22	4ft fluorescent tube/globes box – load: 500 tubes	Each	1		
23	5ft fluorescent tube/globes box – load: 50 tubes	Each	1		
24	5ft fluorescent tube/globes box – load: 100 tubes	Each	1		
25	5ft fluorescent tube/globes box – load: 500 tubes	Each	1		
	-				
26	8ft fluorescent tube/globes box – load: 50 tubes	Each	1		
27	8ft fluorescent tube/globes box – load: 100 tubes	Each	1		
28	8ft fluorescent tube/globes box – load: 500 tubes	Each	1		
	Rental cost per month, if any, of the following:				
	-				
29	4 set Recycle bin with lid Plastic 21L (labelled)	Per set	1		
30	Office bins- 10 litters Mesh steel desk range waste bin square black	Each	1		
	-				
31	Parking mounted bins with lids-15 litter plastic bin	Each	1		
	-				
32	6m3 Lidded and marked bin	Each	1		
33	18m3 marked bin	Each	1		
34	35m3 marked bin	Each	1		
35	130L wheelie bin with a colour-coded labelled	Each	1		
36	130L Green Wheelie Bin	Each	1		
37	130L Yellow Wheelie Bin	Each	1		
38	130L Red Wheelie Bin	Each	1		

39	240L marked wheelie bin	Each	1		
40	240L Site Waste Separation Bins, Color Coded labelled	Each	1		
41	240L Kitchen Waste Separation Bins, labelled	Each	1		
42	240L marked and lidded cartridge waste container	Each	1		
43	240L marked and lidded electronic waste container	Each	1		
44	25L marked and lidded Soda Ash Container	Each	1		
45	25L marked and lidded low voltage battery container with opening for battery	Each	1		
46	Office Waste Separation Bins: 3 per set, marked	Set	1		
47	1100 x 1000 x 720mm marked scrap Metal Bin	Each	1		
48	300 x 1000 sorting table	Each	1		
49	Platform Scale/Weighing Machine	Each	1		
	Waste Collection and Disposal, if any, of the following:				
	-				
50	General waste	kg	1		
51	Garden refuse	kg	1		
52	Building rubble	kg	1		
53	Wood rubble	kg	1		
54	Tree rubble	kg	1		
55	Electronic waste	Each	1		
56	Electronic waste	kg	1		

57	Soda ash	kg	1		
58	Electronic waste	kg	1		
59	Low voltage battery	kg	1		
59	Toxic liquid waste	L	1		
60	Toxic liquid transportation	km	1		
	Waste Collection and recycling, if any, of the following:				
	-				
60	Food Waste	kg	1		
61	Electronic waste	Each	1		
62	Electronic waste	kg	1		
63	Scrap Metal	kg	1		
64	Paper - news	kg	1		
65	Paper - cardboard	kg	1		
66	Paper - cardboard	kg	1		
67	Paper - coloured	kg	1		
68	Paper - mixed	kg	1		
69	Tins	kg	1		
70	Cartridge	Each	1		
71	Polystyrene	kg	1		
	Consumables				
72	Pads 40cm x 50cm	Each	1		

73	Sock 4m X 80mm	Each	1		
74	Cushion 40cm x 40cm	Each	1		
75	15kg SDSORB	Each	1		
76	HD waste bags/ties	Each	1		
77	Goggles/gloves	Each	1		
78	Broom	Each	1		
79	Plastic shovel	Each	1		
80	10kg Vermiculite	Each	1		
81	Garden refuse bags.	Each	1		
82	Supply of sorting racks / bags	Each	1		
	Rebates				
83	Tins	kg	1		
84	Plastic/Plastic containers	kg	1		
85	Steel	kg	1		
86	Glass	kg	1		
87	News paper	kg	1		
88	Cardboard	kg	1		
89	White paper	kg	1		
90	Coloured paper	kg	1		
91	Mixed paper	kg	1		
92	Clear paper	kg	1		

93	Food waste	kg	1		
94	Oil waste	L	1		
95	Cartridge	Each	1		
96	Team Leader for the sorters per Month	No.	1		
97	Labour (Sorters) Cost for Waste Separation Per month	No.	1		
98	Transport Cost	km	1		
99	Management fee per month	No	1		
TOTAL					

Part 3: Scope of Work

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Service Information	25
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

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1. Description of the *Service*

1.1 Executive Overview

The service offering is Waste Management for the Employer. The Contractor must execute Total Waste Separation Services for all types of waste generated on site for the Employer
This service shall be provided at the premises stipulated by the Employer

1.2 *Employer*'s Requirements for the *Service*

The scope includes (but not limited to) the provision of the following waste management services:

- **Total Waste Management at Simmerpan Complex**
- **Waste Removal at other Transmission Sites**

The Contractor is to provide a comprehensive service, inclusive of but not limited to manage and remove waste at stipulated areas in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to Environmental, Health & Safety, NTCSA related Policies and Legislation.

The service required includes waste collection, classification, sorting, bailing, removal, and disposal of waste at an appropriate landfill/disposal/recycling/repurposing site(s). In addition, Real Estate is also committed to the reduction of pollution resulting from its activities as well as improving its environmental performance through adopting and implementing sustainability principles. This comprehensive waste management service will aim to ensure significant reduction of its negative impact to the environment. This aim is also in line with our Environmental Management Policy.

The NTCSA Real Estate's aim is to identify alternative solutions for its waste and thereby reduce its quantities for disposal at the landfill site and improve on recyclables which is in line with its policy requirements. The key objectives for this programme are to:

- Sort, store, transport, recycle waste in line with legal requirements.
- Ensure reduction of waste transported to landfill/disposal site(s).
- Ensure that there are sufficient facilities for handling and disposal of waste within the stipulated areas.
- Ensure that the Real Estate's waste is disposed of in a responsible manner, i.e., at approved landfill/disposal/reuse/recycling sites.
- Ensure that waste streams do not result to a nuisance to users, employees, building occupants.
- Ensure scalability of monetary amounts payable depending on waste generated per month.

Continuous improvement efforts will be undertaken to minimize waste upstream and sortation at source methodologies. This could necessitate the diversion of waste streams during the contract. The Service Provider will be monitored and measured on performance aimed towards zero waste to landfill (percentage diverted from landfill).

The *Contractor* shall provide all labour, transportation, supervision, administration and management, equipment, tools, supplies and material required to perform the facilities management services specified herein.

Contractor shall comply with the municipal bylaws relating to use of waste receptacles, collection, transportation, minimisation, and disposal of waste. This shall include obtaining accreditation certificates or registrations from municipalities where required and provide proof of such when responding to this Request for Quotation.

Contractor shall comply with waste management legislative requirements and provide proof of waste manifest. Proof of authorisation required to conduct recovery and recycling activities particularly in areas where recyclable or recovered waste from Simmerpan and NTCSA sites will be further sorted or bailed or recycled is equally critical.

Contractor shall ensure that littering does not occur during collection and transportation of waste or recyclable material.

Contractor shall ensure that any waste collected for the purpose of disposal is disposed in the facilities that have been authorised in terms of waste management legislation and such proof of authorisation(s) will be provided to Real Estate prior to waste disposal.

Contractor shall ensure that safe disposal certificates are obtained from disposal facilities where hazardous waste was disposed and that such certificates are submitted to Real Estate within 7 days of disposal.

In addition to the above, it is the sole responsibility of the appointed contractor to ensure that all statutory laws and related regulations pertaining to the minimisation, removal, treatment, and disposal of waste are complied with. This shall include compliance to the provisions of but not limited to:

Occupational Health and Safety Act, Act No. 85 of 1993, as amended.
National Environmental Management Act, Act No. 107 of 1998, as amended.
National Environmental Management: Waste Act, Act No. 59 of 2008 as amended.
Environment Conservation Act, Act 73 of 1989, as amended.
National Waste Information Regulations of 2012, as amended.
Waste Management Norms Standards, as amended.
Hazardous Substance Act, Act No. 15 of 1973, as amended.
National Traffic Act, Act No. 93 of 1996, as amended.
Employment Equity Act, Act No. 75 of 1998, as amended.
Labour relations Act, Act No. 66 of 1995, as amended.
Basic Conditions of Employment Act, 1997 Act No. 75 of 1997, as amended.
Health Act, Act No. 63 of 1977, as amended.
National Water Act, Act No. 48 of 1998, as amended.
Compensation of Occupational injuries and Diseases Act, Act No. 130 of 1993, as amended

Type of Wastes

The NTCSA generates general, hazardous waste and recyclables. The categories include:

General Waste	**Hazardous Waste**	**Recyclables**
• Wet/Liquid • Waste food generated from the VLI. • Solid waste from the Simmerpan and other areas • Textile • Garden waste	• Galley waste • Oily rags/ Oil Spillage • Solvents / sludge • Paint containers and used oil cans. • Liquids, Aerosols and Gels (LAGS) • General solid hazardous waste. (Multiple classifications) • General liquid hazardous waste (Multiple classifications, contaminated water) • fat-trap waste.	• Plastics • Paper • Oil • Steel and metal waste • Food Waste • Fluorescent tubes • Batteries • E-waste • Other

1.1 Detailed Description of the *Service*

1.1.1 Total Waste Management Services

Total Waste Management (TWM) services provide an end-to-end, single-provider solution for auditing, collecting, recycling, and disposing of all waste streams—hazardous and non-hazardous—across hospitality, commercial, and mining operations. These services focus on sustainability, legal compliance, and cost efficiency by transforming waste into resources through advanced recycling and on-site management.

Key components of total waste management services include:

- **Integrated Waste Strategies:** Detailed analysis of waste streams to design efficient, tailored disposal or recycling plans, often aiming for zero-waste-to-landfill (ZWTL) goals.
- **Collection and On-site Handling:** Provision of specialized, color-coded bins and containers, along with trained, on-site personnel for sorting and managing waste streams.
- **Hazardous, Non- Hazardous and Special Waste Management:** Safe, compliant handling, transportation, and destruction of medical, chemical, or electronic waste (E-waste).
- **Recycling and Sustainability:** Sorting and recovery of materials (paper, plastic, glass, metal) through dedicated facilities to reduce environmental impact.
- **Compliance and Reporting:** Ensuring adherence to environmental regulations and providing detailed, auditable reporting on waste volumes and disposal methods.
- **Liquid and Organic Waste Solutions:** Treatment of sludge and liquid waste, as well as composting or processing organic materials for hospitality and retail sectors.

By utilizing a TWM provider, businesses benefit from a single point of contact for all waste-related logistics, reducing operational costs and improving sustainability performance.

1.1.2 The Waste shall be strategically placed at the following areas:

- Victoria Lake Inn
- Simmerpan Main Waste Area
- Hume Waste Area
- Simmerpan Site
- Simmerpan Buildings
- Simmerpan Flats
- Gauteng Transmission Sites
- Apollo,
- Tower Testing
- Zwavelpoort

The operation includes the following:

Provision of Labour, equipment, plant and supervisor for the waste management services.

a) Provision of waste disposal certificates where applicable
b) Collection and disposal of solid waste (building rubble).
c) Emptying and disposal of fat-trap waste.
d) Composting of garden waste material.
e) Collection and disposal of general waste.
f) Collection and disposal of steel and metal waste.
g) Collection and disposal of hazardous / chemical waste.
h) Provide oil spillage clean up and rehabilitation of contaminated area
i) Provide oil spillage kit-
    i) 130L (Hundred and Thirty) Oil Spill Kit
    ii) 130L wheelie bin with a colour-coded label
    iii) 130L Green Wheelie Bin

iv) Pads 40cm x 50cm
v) Sock 4m X 80mm
vi) Cushion 40cm x 40cm
vii) 15kg SDSORB
viii) HD waste bags/ties
ix) Goggles/gloves
x) Broom
xi) Plastic shovel

j) Provide Chemical Spill kit 130L-
   a) wheelie bin with a color-coded label-
   b) 130L Red Wheelie Bin
   c) Pads 40cm x 50cm
   d) Sock 4m X 80mm
   e) Cushion 40cm x 40cm
   f) 10kg Vermiculite
   g) HD waste bags/ties
   h) Goggles/gloves
   i) Broom
   j) Plastic shovel

k) Collection and disposal of contaminated soil- measure in cubes.
l) Collection and disposal of aircons -collected with non-compactable 6m3 skip.
m) Collection and disposal of toxic water measures in litter Collection and disposal of fluorescent tubes waste.
n) Collection and disposal of electronic waste.
o) Collection and testing the samples for Asbestos confirmation material.
p) Collection and disposal of battery waste.
q) Supply of color-coded recycling Wheelie Bins.
r) Provide parking mounted bins with lids-15 litter plastic bin.
s) Supply of garden refuse bags.
t) Supply of sorting racks / bags.
u) Supply of color-coding bins for recyclable and unrecyclable waste.
v) Labelling of recyclable bins and skips.
w) Provide compactable Skip bins with lids.
x) Provide non-compactable skip bins with lids-6m3.
y) Supply of normal refuse bags (black bags).
z) Supply of office colour coding recycling bins. (suitable for inside the office)- 4 set Recycle bin with lid Plastic 21L (labelled).
aa) Supply and service (clean) the drums for the hazardous / chemical waste.
bb) Recycling paper waste boxes from Offices.
cc) Collection and recycling of shredded paper waste from the offices.
dd) Daily waste sorting / segregation at the waste area
ee) Sorting tables -300x 1m
ff) Office bins- 10 litters Mesh steel desk range waste bin square black
gg) Supply three-division corporate recycling station, colour coded for caps/lids (blue), plastic (red) and cans (orange)

Placing, removal and disposal of steel waste skips.

a) Skip Size: Skips come in various sizes, typically ranging from 2m³ to 28m³, allowing accommodation of both small-scale and large industrial steel waste.
b) Safe Placement: Ensure the skip is positioned on stable, accessible ground, and check local bylaws for permits if placing on public property.
c) Collection & Disposal: Schedule timely pickup to avoid site clutter. Choose providers that ensure environmentally responsible disposal and recycling of steel waste

Provide oil spillage cleaning services where required

a) Ensure quick action when an oil spill occurs. Begin with a site assessment to evaluate the scale, type of spill, location, and potential environmental hazards.
b) Establish safety perimeters to protect people, property, and surrounding environments, especially near water bodies or sensitive areas.

Containment Techniques

a) Contain the spill using booms, absorbent pads, or barriers to prevent further spreading, particularly on waterways or paved areas.
b) This includes using oil booms, oil pillows, or natural fibre absorbents for effective containment

Cleaning waste skip sites.

Cleaning waste skip sites contaminated with oil requires a multi-disciplinary, safety-first approach, combining mechanical, chemical, and biological strategies. The following protocol synthesizes best practices from industrial hazardous spill management:

Immediate Safety and Containment

a) Restrict access: Establish safety perimeter to prevent accidents and exposure.
b) Personal Protective Equipment (PPE): Use chemical-resistant gloves, suits, boots, and eye protection.
c) Contain the spill: Prevent oil from spreading beyond skips using absorbent booms, barriers, or temporary liners.

Assessment

a) Identify type of oil (crude, diesel, lubricants) and the degree of contamination.
b) Quantify the volume of oil and affected materials (skip contents, plastics, solvents, debris).
c) Determine local environmental sensitivities, e.g., soil, groundwater proximity.

Mechanical Recovery

a) Sorption: Use natural or synthetic sorbents (e.g., peat moss, straw, polypropylene pads) to absorb pooled oil.
b) Vacuum and suction: Industrial vacuum trucks or "super suckers" can remove liquid oil from skips efficiently.
c) Separation: Segregate oil, oily debris, and non-oiled wastes to reduce cross-contamination.

Chemical and Physical Treatments

a) Surface Washing Agents: Apply mild detergents to surfaces to lift residual oils safely.
b) Solidification: Use solidifiers if liquid oil needs to be converted into manageable masses for handling.
c) Controlled flushing: Low-pressure washing with collected runoff entering containment to avoid environmental release.

Biological Remediation

a) Bio stimulation: Add nutrients (nitrogen, phosphorus) to encourage oil-degrading bacteria.
b) Bioaugmentation: Where necessary, introduce specialized microbes known to metabolize hydrocarbons.
c) Phytoremediation: Plant roots of specific species can help stabilize and degrade residual hydrocarbons in soil lining skip bases.

Temporary Storage and Handling

a) Line the skip or temporary storage area to prevent leaks or seepage into soil.
b) Use covered storage if oil-contaminated materials are held for extended periods.
c) Avoid mixing incompatible waste streams; categorize bulk oil, oily debris, plastics, and non-oiled materials.

Disposal & Recycling

a) Recovered liquid oil: Can be reprocessed in refineries or used as fuel if regulations allow.
b) Oily solid materials: Options include thermal treatment (incineration), stabilization (land reclamation), or composting for organic/oil mixtures.
c) Contaminated PPE and sorbents: Treated as hazardous waste and disposed of at licensed facilities.

Site Restoration

Once all oil and wastes are removed:

a) Decontaminate the skip surfaces with detergent or bioremediation methods.
b) Monitor for residual hydrocarbons, soil or liner testing.
c) Restore the site to safe operational standards, ensuring no lingering contamination.

Regulatory Compliance

a) Comply with local waste management and environmental regulations in South Africa.

b) Keep documentation of all clean-up activities, including:
c) Date and description of waste
d) Treatment and disposal methods
e) Certificates from licensed waste management facilities

Collecting general waste from designated waste bins areas on sites where there's no garden services

a) Collecting general waste from designated waste bins on sites without garden services, use approved collection methods, fortnightly/weekly schedules

Arrange Designated Waste Storage

a) Even without garden services, ensure there are clean, appropriately sized bins (typically 240-litre or larger wheelie bins) at your site
b) Each bin should be clearly labelled for general waste to reduce contamination and health risks. For larger sites or commercial premises, consider colour-coded bins, sorting frames, or secure cages to manage material before collection

Schedule Collection or Transport

a) Non-recyclable waste should be collected at least once per week

Maintain Hygiene and Compliance on Site

a) Regularly supervise and manage bin areas to avoid spillage, contamination, and pest infestations
b) Keep general waste away from organic or hazardous materials, and ensure all staff or residents are trained in appropriate disposal practices

- Provide waste management chemicals.
- On site separation of waste.
- Storage of waste in labelled containers.
- Collection of different types of waste.
- Removal of waste to dumb site.
- Documentation that includes, comprehensive records, waste disposal sheets to be maintained for compliance.
- Disposal of waste at authorised landfills or treatment facilities.
- Issuance of disposal certificate where applicable
- Labour
- Supervision

1.1.2.1 Contractor requirements

- Dumping permitted Certificate by Municipalities
- Waste accreditation Permit (waste hub)
- Waste Business Permit (waste hub)
- Waste transport Permit (waste hub)
- Letter of good standing
- Member of Institute of waste Management of Southern Africa.

1.1.2.2 Waste Removal and Disposal Services

The contractor will be required to ensure timely removal and proper disposal of, but not limited to, the following waste types:

- Removal and disposal of general landfill waste at most five times a week e.g. food/ organic waste.
- Removal and disposal of garden and landscape waste; on ad hoc basis i.e. as when the provided skip is full.
- Removal and disposal of hazardous waste e.g. Electrical and Electronic waste (Fluorescent tubes, batteries, and consumables)
- The contractor must provide disposal certificates after each removal of hazardous waste.

***NOTE**: Waste removal for garden/ landscape waste and hazardous waste will be required on a need (ad hoc) basis when required by the operation. The contractor must further note that the removal of general landfill waste may be required more frequently.*

1.1.2.3 Waste Removal and Recycling Services

The contractor will be required to collect all recyclable waste for recycling purposes e.g. paper, glass, plastic, Electrical and Electronic equipment and consumables etc.

1.1.2.4 Onsite Waste Management

The contractor will be required to place trained personnel on-site. The personnel/ resources would be required to be on-site on daily basis. The personnel will assist with the day-to-day activities of the facility's waste management, as follows.

- Removal of waste bins from designated waste areas to main waste area.
- Sorting of waste materials to their separate streams for recycling and disposal purposes.
- Upkeep of waste room facilities' hygiene.
- Daily hygiene management of waste skips & bins (clean & degrease) and general cleaning of waste areas.
- Waste management areas must always be free of smell or any pest infestation
- shredding of office wastepaper.
- Upkeep of waste containers (daily cleaning, rinse and sanitizing of waste bins);
- Cleaning of waste areas (degrease floors and walls, mop up and pressure hose area)

1.1.2.5 Reporting

The service provider will be required to provide reports reflecting statistics on recyclable and non-recyclable waste on monthly basis.

Note: The contractor will be expected to advise Eskom Transmission Facilities on best practices on Waste Management on an on-going basis to assist Eskom on how to deal with waste management in a sustainable and efficient manner.

1.1.2.6 Project Timelines

The appointed service provider will be required to start immediately after signing the contract and provide the services for a period of three (3) years, subject to annual review of service provider's performance.

1.1.2.7 Mandatory Technical Requirements

The contractor must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

1.1.2.8 Waste Accreditation Permit

The contractor must have a valid Waste Accreditation Permit to collect and transport general waste, recyclable waste and hazardous waste issued by various municipalities in around Gauteng province including list of all Waste Management By-laws.

The bidder must provide proof of a valid Waste Accreditation Permit.

GP WIS Registration.

The contractor must be registered in the various municipalities' Waste Information System (WIS) as a transporter of hazardous waste to be disposed of / treated at landfill site / waste handling facility authorized to dispose / treat such waste.
The contractor must provide proof of registration with WIS.

1.1.2.9 Licensed Landfill site / waste handling facility

The contractor must use a licensed landfill site / waste handling facility for disposal / treatment of waste generated at IDC facilities. The contractor must provide proof that the proposed landfill site / waste handling facilities are licensed. The contractor must further provide proof of account/ relationship with the proposed landfill / waste handling facility that will be used for the disposal/ treatment of waste generated at Eskom facilities.

1.1.2.10 Statutory and Regulatory Compliances

The contractor must always ensure compliance with all regulations (e.g. municipality Bylaws, Health & Safety Regulations) governing this service for the duration of the contract.

1.1.2.11 Disposal of Hazardous Waste

The contractor will be required to provide disposal certificates after each removal of hazardous waste.

1.1.2.12 On-site Resource

The contractor must provide readily trained and experienced resources on site that will manage the main waste area, skips, bins and general waste management processing; and liaise with the Eskom for on-site requirements. The resources would be required on-site for maintenance of equipment and deep cleaning service of waste areas. Below is a list of roles and responsibilities required on site, reporting to Service Manager or nominated employer Supervisor:

Waste Management Supervisor/Coordinator:

- Oversees daily tasks, contractor performance, and waste service providers.
- Manages staff, attendance, and reporting.

Operations Team:

- **Sorting/Recycling Team:** Focuses on waste separation at the source (e.g., 3 Rs - Reduce, Reuse, Recycle).
- **Collection & Transfer Staff:** Responsible for moving waste from generation points to central storage areas or skips.
- **Hazardous Waste Specialist (if required):** Manages specific waste streams, such as oily water/hydrocarbon interceptors.

Administrative Support: Records data on waste streams, tracks disposal, and monitors compliance.

1.1.2.13 Site File

The appointed service provider must compile and provide an Eskom specific
Site File which will include all Statutory and Management information/documents such as:

- OHS Policy and Procedures.
- Safe works Procedures.
- Risk Assessments Procedures.
- Material safety data sheets (MSDS).
- Insurance documents/details.
- Waste Management programme/schedule.
- Department of Labour documents e.g. COIDA, UIF and etc.

The service provider will be required to provide a comprehensive site file after appointment. The service provider will be required to do Eskom site assessment and to update, if required, any of its standard procedures as listed above, to suit any Eskom specific site requirements.

1.1.2.14 Uniform and Personnel Protective Equipment (PPE)

The contractor will be required to ensure that all its on-site personnel wear uniform with the company name embroidered including appropriate clothing for all different seasons and ensure adequate provision of PPE in-line with the work requirements.

1.1.2.15 Other Technical Requirements

The contractor must indicate its compliance / non-compliance to the requirements and should substantiate its response.

1.1.2.16 Contractor's Experience

The contractor must demonstrate relevant experience in providing similar Waste Management services (on-site waste management and waste removal/ transportation) to commercial/ corporate establishments.
The contractor must provide references for rendering similar waste management services to commercial/ corporate establishments in the past 5 (five) years.

1.1.2.17 General Waste Management

The contractor must provide a detailed proposal indicating how the contractor will effectively manage the collection, transportation and disposal of General landfill Waste. The proposal must also outline how ad-hoc and urgent requests will be effectively managed in this regard including the proposed response times form the time the request is logged.

1.1.2.18 Recyclable Waste Management

The contractor must provide a detailed proposal indicating how the bidder will effectively manage the collection, transportation and processing of recyclable General Waste. The proposal must include, amongst other things, the response times, collection times, cost rebates for the Eskom Transmission Facilities etc.

1.1.2.19 Hazardous Waste Management

The contractor must provide a detailed proposal indicating how the contractor will effectively manage the collection, transportation and processing of hazardous waste management. The proposal must include, but not limited to the response times, collection times, managing compliance requirements etc.

1.1.2.20 On-site Waste Management Service

The contractor must provide a detailed proposal indicating how the contractor will effectively manage the day-to-day activities of the facilities waste management service. The proposal must include, but not limited to: service plan/ schedule, waste sorting methods, cleaning plan for waste areas, process for logging of waste collection/ removal requests etc.

1.1.2.21 Reports

The contractor must provide reports reflecting statistics on recyclable and non-recyclable waste on monthly basis. Please provide a sample/template of such a report. The contractor must also provide a list and samples of all other reports that will be prepared with related frequency.

1.1.2.22 Capacity/ Equipment

The contractor must have capacity in terms of the necessary equipment to render the required service effectively. The contractor is required to provide the following information:

- Details of the trucks owned by the contractor i.e. types of trucks, quantity of trucks, proof of ownership.
- A copy of lease/ rental agreement for vehicles/trucks if not owned by the contractor. The agreement should clearly indicate the types of vehicles/trucks and quantities.

1.3 Interpretation and Terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation

TXF	Transmission Facilities
NTCSA	National Transmission company South Africa

2. Management Strategy and Start Up.

2.1 The *Contractor*'s Plan for the *Service*

The Contractor shall ensure that the service is always supervised. Wherein the Director of the Contractor is not directly managing the works, the Director is expected to visit the site twice a month and complete an inspection form which will include recommendation on the improvement of the provision of service. The *Service Manager* reserves the right to request the copied of inspection.

2.2 Management of Meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on Monday at 11am	Simmerpan	Employer, Contractor
Overall contract progress and feedback	Monthly on the 15th at 12	Simmerpan	*Employer*, *Contractor* and ___
SHEQ Meeting	Monthly on the 20th at 12	Simmerpan	Employer, Contractor
Toolbox Talks	Daily at 8 am	Simmerpan	Contractor

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

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

2.3 *Contractor*'s Management, Supervision and Key People

- The Contractor keeps an up-to-date organogram on site showing his people and their lines of authority /communication.
- The Contractor keeps a daily attendance register, which must be signed off by the Contractor and Service Manager or nominated employer Supervisor on monthly basis and filed for audit purposes.

- **Annual\Sick\Maternity\Family Responsibility Leave:**
  - When a staff member is off sick or on leave, Contractor must arrange for reliever, which will be paid by the Contractor and not the employee who is on leave.
  - Payment for the reliever will be for the Contractor and not the employee who is on leave.

- **Job Output:**
  - Every worker must have a job output describing in detail all duties to be performed by that person every day. The working hours, coffee/tea breaks, etc. must also be included in this job output.

- The Contractor staff may not do any private jobs for Eskom employees, such as washing cars, doing shopping, acting as messengers, etc. during working hours. A Non-Conformance will be issued to the contractor if employee does not adhere to the above.
- No alcohol, firearms, knifes and other life-threatening objects are allowed on the Eskom premises.

- **Contractor's Responsibility:**
  - In the execution of his duties, it is expected of the supplier to comply with Eskom Distribution Standard entitles Occupational Health Contractors Reference ESKASAAP4 (Rev1) (copy available on request).
  - The Contractor must comply with the Occupational Health and Safety Act and Compensation of Occupational Injuries and Safety Act and Compensation of occupational Injuries and Diseases Act.
  - The prices quoted by the Contractor will be revised each year according to the Option X1.
  - Induction is compulsory and will be done yearly by Eskom, but the Contractor will be liable for transport to the venue.
  - Yearly medicals are compulsory and proof must be handed in.

- **Uniforms and Protective Clothing**
  - The contractor will supply all his staff with clothing of uniform colour and styles, clearly marked with the Company's name:
  - The Contractor must provide 2 sets of 2-piece overalls each year.
  - The Contractor must provide one pair of safety shoes- Steel tip, close top SABS approved with rubber sole- NO SLIP-ON'S each year.
  - The Contractor must provide two jerseys and two dry macs for rainy and winter seasons.
  - It is the Contractor's responsibility to maintain the clothing in a neat, tidy and clean condition always.
  - All uniforms are to be replaced as and when necessary. This does not mean only at the beginning of each financial year.
  - All machine operators will be equipped with safety helmets, eye and ear protectors and safety boots.
  - The Contractor shall ensure that all staff members are always wearing the correct uniform whilst on site.
  - Head gear/hats will be standardized and shall be considered part of the staff member uniform. However, hats are not required to be always worn.

All the above must be in the correct sizes to fit the employee. Employees will not be allowed on Eskom premises without the correct PPE.

2.4 Provision of Bonds and Guarantees

Not Applicable

2.5 Documentation Control

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

2.6 Invoicing and Payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

- In terms of core clause 50 the *Supplier* assesses the amount due and applies to the *Purchaser* for payment. The *Supplier* applies for payment with a tax invoice addressed to the *Purchaser* as follows:

- The *Contractor* shall address the tax invoice to
- The Purchaser – National Transmission Company South Africa SOC Ltd– Accounts Payable Department
- and include on each invoice the following information:
- Name and address of the *Contractor* and the *Service Manager;*
- The contract / order number and title;
- *Contractor*'s VAT registration number;
- The *Employer*'s VAT registration number 4710303126;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Invoices to be submitted electronically to invoiceseskomlocal@ntcsa.co.za
- Electronically submitted must be sent in PDF format ONLY. Each PDF file should contain only one invoice; however, the email may contain more than one PDF file.
- Please ensure that the Purchase Order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All queries and follow ups on invoice payments should be made by contacting the Finance Shared Services (FSS) contact Centre on 011 800 5060 or email fss@eskom.co.za

2.7 Contract Change Management

Changes and amendments to the contract shall be affected through an approved contract addendum or in accordance with the relevant NEC compensation event and instruction mechanisms, as applicable.

2.8 Records of Defined Cost to be kept by the Contractor

2.9 Insurance Provided by the *Employer*

Each party to provide insurance for their own, employees, equipment and other facilities that will be used in the execution of works. Proof will be made available for the Employer as and when required.

The insurances provided by the Employer are those stated in the Contract Data and the Employer's current insurance schedule applicable to this contract.
The Contractor remains responsible for obtaining and maintaining all insurances that it is required to provide under the contract and all insurances reasonably required for its personnel, vehicles, plant, equipment, waste handling operations and statutory obligations

2.10 Training Workshops and Technology Transfer

Prior to Contract Commencement, the Contractor shall provide the Employer with a training matrix or schedule for the Contractor's employees. It is the responsibility of the Contractor to ensure that this schedule reflects the training commitments made in the commercial process as per the Supplier Development Requirements.

The Contractor provides his employees with relevant training for them to execute the Service in accordance with the contract.

2.11 Design and Supply of Equipment

None

2.12 Things Provided at the end of the *Service Period* for the *Employer*'s Use

2.12.1 Equipment

None

2.12.2 Information and other things

The Contractor shall provide the following information at the end of the service period

Drawdown of requests History
All Historical Invoicing
All Safety Files and Related Documents
Statutory Certification of Work done (permits for dumping sites, etc)
All and any documents relating to the service that may affect the Employer

2.13 Management of Work Done by Task Order

The contractor will be issued with a task order prior to commencement of works on site

Other than emergency requests, no works shall proceed without an approved task order

An approved task order shall bear the signature of a Contractor Representative and Eskom Representative

Discretion of the Facilities Manager shall apply in determining and interpreting emergency requests to ratify works done without an approved task order.

The Contractor will not be compensated for works that proceed without an approved task order, unless the task order is ratified at the discretion of the Facilities Manager and Eskom Delegated Representative
Reasons shall be presented in writing to the Facilities Manager to request ratification for compensation with regards to any works done without an approved Task Order.

3. Health and safety, the Environment and Quality Assurance

3.1. Health and Safety Risk Management

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

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been considered.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in issued SHEQ Specification 559 – 489525752 Annexure _B_____ to this Service Information.

3.2. Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in issued SHEQ Specification 559-489525752, Environmental Requirements for Contractors and/or Supplier 240- 180100134 And Environmental Requirements Proforma 240-180100129 _____

3.3. Quality assurance requirements

The minimum quality requirements as stipulated in the Employer's Quality Systems (QM 58), Form A, Quality Requirements Category 3 and Issued SHEQ Specification 559-48952752 shall always apply

Deviations from this system shall be noted, corrective action taken by the contractor with the agreed time frames.

Failing which, the Employer shall impose a Non-Conformance Procedure in line with the Employer's Procedures.

All rectifications and quality defects shall be noted, completed and closed in line with the Employer's relevant processes.

4. Procurement

Disallowed Costs shall refer to costs that are not agreed upon and are as a result of the Contractor's failure or defaults, for the purposes of this contract, works that fall outside the ambit of the nature of works to be done shall be included, unless an addendum is later agreed upon and added as an annexure to the Contractor.

The Employer will not be held liable for any portion of Disallowed Costs.

4.1. People

4.1.1 Minimum requirements of people employed

The Contractor shall comply with relevant stipulations in The Labour Relations Act, as a National Key Point, the Employer reserves the right to any other additional recruitments constraints as and when required to do so.

4.1.2 BBBEE and preferencing scheme

The Contractor shall comply with Legislative and Employer's Commercial requirements in this regard. Failure to do so may warrant the Employer acting against the Contractor.

4.1.3 Skills Development

Skill type / Occupation	NTCSA's target	Proposed Number
Waste Collector	3	
Waste Picker	3	
Refuse removal Operator		

Supplier to train 2(two) people in the Waste Management related field.

4.2. Subcontracting

4.2.1 Preferred subcontractors

Not applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

In the event that Subcontractors are appointed, it is the responsibility of the Contactor to ensure that Subcontractors comply with the Employer's requirements and stipulations. Subcontract documentation shall not form part of the contractual relationship between the Employer and the Contractor, unless the documentation is of a statutory nature and have direct impact on the legal compliance of the Employer.

4.2.3 Limitations on subcontracting

The Employer places no limitations on the Contractor to appoint Subcontractors. Only limitations that will affect the certification and compliance processes of the Employer shall apply.

4.2.4 Attendance on Subcontractors

Not applicable

4.3. Plant and Materials

4.3.1 Specifications

The Employer will provide the Contractor with a list of required compulsory plant and equipment that will facilitate in the execution of works, as per the pricing schedule.

The Contractor agrees to engage fairly and in bona fide in works execution by assisting the Employer with advice and recommendations on changes in technologies and industry best practices that may affect the Employer's ability to perform works as per the contract stipulations.

The Contractor will take reasonable care to acquire and maintain equipment that meets minimum legal requirements.

4.3.2 Correction of defects

Repairs to defective plant and equipment shall be conducted as per the manufacture's manuals. Such repairs shall not interfere with or hinder the Employer's work operations or the Contractor's ability to render a continuous service.

Records of all repairs and maintenance history shall be made available to the Employer at any given time.

4.3.3 *Contractor*'s procurement of Plant and Materials

The Contractor shall purchase the Plant and Materials in good faith, and for the mutual benefit of both parties. It shall remain the sole responsibility of the Contractor to procure plant and materials of a reasonable and acceptable quality.

4.3.4 Tests and inspections before delivery

None

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

None

5. Working on the Affected Property

5.1. *Employer*'s Site Entry And Security Control, Permits, And Site Regulations

Eskom reserves the right to subject all contractor employees to a vetting and security clearance process in line with our security requirements on any and all of our sites. All and any other persons entering the sites to do works on behalf of the Contractor will be subjected to alcohol testing to gain access to the Site.

5.2. People Restrictions, Hours of Work, Conduct and Records

The Contractor is required to keep records of their employees on site, including subcontractors. These records shall be made available upon request by the Employer's Service Manager.

5.3. Health and Safety Facilities on the Affected Property

All Eskom SHEQ requirements are to be complied with as stipulated by latest Eskom Regulations.

5.4. Environmental Controls, Fauna & Flora

All Eskom SHEQ requirements are to be complied with as stipulated by latest Eskom Regulations.

5.5. Cooperating with and obtaining acceptance of Others

All communication shall be done through the Facilities Manager.

5.6. Records of *Contractor*'s Equipment

The Contractor shall keep a list of all the equipment on site
He shall also make available inspection records of the said equipment.
These records should indicate the Contractors compliance to inspections of equipment as per statute requirements
Equipment that is not used for a particular site shall not be stored on the Employer's premises.

5.7. Equipment provided by the *Employer*

None

5.8. Site services and facilities

5.8.1 Provided by the *Employer*

The Employer will provide the following amenities where possible

Electrical Power Points
Potable Water
Ablution facilities
Change Rooms where possible
Eating Areas where possible

5.8.2 Provided by the *Contractor*

All other facilities not stipulated above in the Employer's provisions, shall be provided by the Contractor. At the end of the Service period, the Contractor will remove any and all of the facilities he has provided for the duration of the service period.

5.9. Control of Noise, Dust, Water and Waste

Refer to the Health and Safety Specification for the control of noise, dust, water and waste

5.10. Hook ups to existing works

All hook ups to existing works shall comply with Occupational Health and Safety requirements. The Contractor is mandated to provide a risk assessment for approval by the Employer's SHEQ representation on site.

5.11. Tests and inspections

5.11.1 Description of tests and inspections

The Contractor will provide Test and Inspection records on approved templates to the Employer's representative.
These Inspection records will comply with regulatory requirements and made available to the Employer as and when required.

5.11.2 Materials facilities and samples for tests and inspections

Not Applicable

6. List of drawings

6.1. Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title

ANNEXURE A: TASK ORDER

Task Order

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

Task Order No. **[●]** *service* .**[●]**

To: **[●]** ..... (*Contractor*)

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

Description **[●]**

Starting date **[●]**

Completion Date **[●]**

Delay damages per week **[●]**

Please submit your price and programme proposals below.

Signed: Date

(for *Employer*)

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

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

Total of the Prices for this Task Order R _____

The programme for the Task is ..... [ref] (attached)

Signed: Date

(for *Contractor*)

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

Signed: Date:

(for *Employer*)

ANNEXURE B: X17 – LOW PERFORMANE DAMAGES

Item No	Key Performance Area	Key Performance Indicator	Key Performance Targets	Penalties

1	Waste Management Schedule Compliance	% Compliance to Schedule	100% Compliance	3 Consecutive non-conformances will result in R5000 penalty amount payable the following month.
2	Availability of Tools	To provide the services as set out in the scope of work.	100% availability during any random inspection	3 Consecutive non-conformances will result in R5000 penalty amount payable the following month
3	Service Performance Management	Maintain a score of 80% for closure of defects versus logged defects Statutory Compliance.	80% Compliance measured monthly	2 Consecutive non-conformances will result in R5000 penalty amount payable the following month.
4	Statutory Inspection Compliance	Maintain Statutory Compliance.	100% Compliance	2 Consecutive non-conformances will result in R5000 penalty amount payable the following month. 3 Consecutive non-conformances will result in termination of the contract.
5	Safety, Health and Environmental Contravention	Safety, Health and Environmental standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements.	0 Contravention	3 Consecutive non-conformances will result in termination of the contract
6	Availability of Equipment.	Provide well maintained equipment.	100% availability during any random inspection / audit	3 Consecutive non-conformances will result in R5000 penalty amount payable the following month
7	Employee Compensation and Benefits	Payment of Employee salaries /wages, Provident Fund, UIF, COIDA, etc as per the agreed date.	100% Compliance	2 Consecutive non-conformances will result in R5000 penalty amount payable the following month. 3 Consecutive non-conformances will result in termination of the contract.

Waste identification and classification in a commercial environment should occur at the **point of generation**—where the material first becomes waste—before it is mixed, moved, or stored. This immediate, source-separated identification is critical for determining if waste is general or hazardous, allowing for proper segregation, compliance, and accurate waste manifest documentation.
Key aspects for proper waste classification:

- **At the Source:** Classification must happen immediately upon generation to ensure proper handling.
- **Prevent Mixing:** Waste streams must be kept separate for classification purposes to prevent hazardous waste from contaminating general waste.

- **Documentation:** For hazardous waste, classification must be documented through a waste manifest, including safety data sheets.
- **Timeframe:** Regulations (specifically in South Africa) require waste to be classified according to SANS 10234 within 90 days of generation.
- **Re-classification:** Waste must be re-classified if there is a change in the process or raw materials.
-

Properly classifying at the source reduces disposal costs and complies with environmental regulations.

Effective waste management is a cornerstone of environmental protection, public health preservation, and the advancement of sustainable development. A crucial aspect of this process is waste classification, which involves the systematic identification, categorization, and segregation of various types of waste. This ensures that each type of waste is managed appropriately, whether it be through safe disposal, recycling, or specialized treatment processes.
In this detailed guide, we explore the significance of waste classification, its definition and purpose, the various categories of waste, and the guidelines and standards that govern best practices in waste management.

Outline

1. The Importance of Waste Classification in Waste Management

Waste classification is essential for several key reasons:

- **Environmental Protection**: Proper classification allows for the safe handling of hazardous substances, preventing the contamination of soil, water, and air. By accurately identifying waste types, we can apply the most appropriate disposal methods, reducing the risk of environmental pollution.
- **Public Health**: The safe disposal of medical and other hazardous wastes is critical to minimizing health risks. Waste classification ensures that materials posing health hazards are isolated and treated with the necessary precautions, protecting both the public and waste management workers.
- **Resource Recovery**: By segregating recyclable materials from general waste, waste classification facilitates recycling and reuse. This process not only conserves natural resources but also reduces the volume of waste sent to landfills, contributing to a more sustainable waste management system.
- **Regulatory Compliance**: Accurate waste classification is vital for businesses and organizations to comply with local, national, and international waste management regulations. Adherence to these regulations helps avoid legal penalties and promotes environmentally responsible practices.

2. Defining Waste Classification and Its Purpose

2.1 What is Classified Waste?

Classified waste refers to materials that have been systematically identified, categorized, and segregated based on their physical, chemical, and biological properties. This classification is essential for determining the appropriate handling, treatment, and disposal methods for each type of waste, ensuring that it is managed in a way that minimizes environmental and health risks.

2.2 Purpose of Waste Classification

The primary objectives of waste classification include:

- **Risk Management**: By identifying and classifying waste according to its potential hazards, waste classification helps manage and mitigate risks associated with its handling, transport, and disposal.
- **Efficient Waste Management**: Streamlining waste handling processes through classification enhances overall efficiency, reducing operational costs and optimizing resource use.
- **Regulatory Adherence**: Classification ensures compliance with stringent waste management laws and regulations, helping organizations avoid legal consequences and maintain a positive reputation.
- **Promoting Sustainability**: Waste classification supports sustainability by encouraging the recycling and reuse of materials, thus conserving natural resources and reducing the environmental impact of waste.

3. Types of Waste

Understanding the various types of waste is critical for effective classification and management:

- **Solid Waste**: This category includes household garbage, construction debris, and industrial waste. Solid waste is typically further divided into biodegradable waste, such as food scraps, and non-biodegradable waste, such as plastics and metals.

- **Liquid Waste**: Comprising wastewater, oils, and chemicals, liquid waste can be hazardous or non-hazardous. Proper classification is essential to determine the correct disposal or treatment methods to prevent contamination of water sources.
- **Hazardous Waste**: This includes toxic, flammable, corrosive, or reactive materials, such as industrial solvents, medical waste, and batteries. Hazardous waste requires specialized handling and disposal methods to prevent environmental harm and health risks.
- **Organic Waste**: Biodegradable materials like food scraps, yard waste, and manure fall under this category. Organic waste can often be composted or used in bioenergy production, contributing to resource recovery and sustainability.
- **Recyclable Waste**: This category encompasses materials that can be reprocessed and reused, such as paper, glass, metals, and certain plastics. Effective classification and segregation of recyclable waste are crucial for maximizing recycling rates.
- **E-Waste**: Discarded electronic devices, such as computers, televisions, and smartphones, are classified as e-waste. These items contain valuable materials that can be recovered, as well as hazardous substances that require careful disposal.

4. Guidelines and Standards for Waste Classification

Waste classification is governed by a framework of guidelines and standards designed to ensure consistency, safety, and environmental responsibility in waste management practices:

- **Local Regulations**: Municipalities often have specific rules for waste segregation, collection, and disposal. Compliance with these local guidelines is essential for effective waste management at the community level.
- **National Standards**: In many countries, agencies like the Environmental Protection Agency (EPA) in the United States provide comprehensive guidelines for waste classification and management. These standards help ensure that waste is handled in a manner that protects public health and the environment.
- **International Guidelines**: Organizations such as the World Health Organization (WHO) and the International Solid Waste Association (ISWA) establish global standards, particularly for the handling of hazardous and medical waste. These guidelines are critical for maintaining safety and environmental protection on an international scale.
- **Industry-Specific Regulations**: Certain industries, including healthcare, manufacturing, and chemical processing, have specialized guidelines for waste classification and disposal. Adhering to these industry-specific regulations is crucial for managing the unique risks associated with certain types of waste.

5. Key Steps in Waste Classification

To implement effective waste management, the following steps in waste classification are essential:

- **Identification**: Begin by identifying the type of waste based on its origin, composition, and properties. This initial step is critical for determining the appropriate classification and subsequent handling methods.
- **Segregation**: Once identified, waste should be segregated into categories, such as recyclables, hazardous waste, and organic waste. Use appropriate containers and labels to ensure that each type of waste is properly separated and handled.
- **Documentation**: Maintaining accurate records of waste types, quantities, and disposal methods is essential for traceability and regulatory compliance. Proper documentation also supports environmental audits and helps track waste management performance.
- **Disposal and Treatment**: Adhere to the relevant guidelines and standards when disposing of or treating each type of waste. This ensures that waste is managed in a way that minimizes its environmental impact and supports public health objectives.

6. Conclusion

Understanding and implementing proper waste classification is fundamental to effective waste management. By accurately classifying and handling waste, we can protect the environment, safeguard public health, and contribute to sustainability.