



## NEC3 Term Service

# Short Contract (TSSC3)

**A contract between:** Eskom Holdings SOC Limited (reg no:2002/015527/06)  
a juristic person incorporated in terms of the Company  
Laws of the Republic of South Africa, with its  
registered office at Megawatt Park, Maxwell Drive,  
Sandton

**And:**

**For:** MEDICAL WASTE REMOVAL AND DISPOSAL SERVICES FOR  
ESKOM DISTRIBUTION FOR A PERIOD OF 3 YEARS IN THE KZN  
OPERATING UNIT AND FREE STATE OPERATING UNIT.

**Contents:** Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (January 2009 amendments) **Page No.**

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**Enquiry Number:**

KZN035

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### **MEDICAL WASTE REMOVAL AND DISPOSAL SERVICES FOR ESKOM DISTRIBUTION FOR A PERIOD OF 3 YEARS IN THE KZN OPERATING UNIT AND FREE STATE OPERATING UNIT.**

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	<b>RATES ONLY</b>
Value Added Tax @ 15% is	<b>RATES ONLY</b>
The offered total of the Prices inclusive of VAT is	<b>RATES ONLY</b>
(in words) <b>RATES ONLY</b>	

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

Signature(s)

Name(s)

Capacity

**For the tenderer:** (Insert name and address of organisation)

Name &  
signature of  
witness

Date

## 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the Employer** Eskom Holdings SOC Limited

Name & signature  
of witness

Date

## Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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		

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

Name &  
signature  
of witness

Date

**Eskom Holdings SOC Limited**

## C1.2 Contract Data

### Data provided by the *Employer*

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Limited (reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	Angelique Kemp Middle Manager Human Resources DISTRIBUTION KZN OU & FS OU
	Address	120 Henry Street/ Bloemfontein 3901
	Tel No.	+27 82 752 6488
	E-mail address	KempA@eskom.co.za
	Name	
	Address	
	Tel No.	
	E-mail address	
	The authority of the <i>Employer's Agent</i> is	To carry out all the actions of the <i>Employer</i> in this contract with the exception of those required by Clauses 51.1 & 81.1.
11.2(5)	The <i>service</i> is	New Germany, West, Empangeni, Mkondeni and Newcastle, Ladysmith, Bloemfontein.
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	01 November 2022
30.1	The <i>service period</i> is.	36 months
13.2	The <i>period for reply</i> is	1 weeks
50.1	The <i>assessment day</i> is the	N/A
51.2	The interest rate on late payment is	Not applicable
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a>

82.1	The <i>Employer</i> provides this insurance	as stated for “Format TSSC3” available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	the amount of the deductibles relevant to the event described in the “Format TSSC3” insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a>
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor’s</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	The person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a> )
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> 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	South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	
<b>The conditions of contract are the NEC3 Term Service Short Contract (September 2008)<sup>1</sup> and the following additional conditions Z1 to Z11 which always apply:</b>		
<b>Z1</b>	<b>Cession delegation and assignment</b>	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	

<sup>1</sup> State whether attached as a ‘PDF’ file in terms of Eskom’s licence, or to be obtained from either Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or SAICE.

Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 and the Electricity Distribution Industry.
<b>Z2</b>	<b>Change of Broad Based Black Economic Empowerment (B-BBEE) status</b>
Z2.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z2.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Employer</i> within thirty days of the notification or as otherwise instructed by the <i>Employer</i> .
Z2.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the <i>starting date</i> the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z2.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the <i>Employer</i> of completing the <i>service</i> .
<b>Z3</b>	<b>Ethics</b>
Z3.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Service or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).
Z3.2	<p>The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.</p> <p>Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from the an approved vendor data base of the <i>Employer</i> as a consequence of such practice.</p>
Z3.3	If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the <i>Employer</i> of completing the <i>service</i> .
<b>Z4</b>	<b>Confidentiality</b>
Z4.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to others where required by this contract the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Employer</i> .

Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Employer's</i> property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Employer</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
<b>Z5</b>	<b>Waiver and estoppel: Add to clause 12.2:</b>
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the <i>Adjudicator</i> 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.
<b>Z6</b>	<b>Health, safety and the environment</b>
Z6.1	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i> . Without limitation the <i>Contractor</i> : <ul style="list-style-type: none"> <li>warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health &amp; safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health &amp; safety in and about the execution of <i>service</i>; and</li> <li>undertakes, in and about the execution of the <i>service</i>, to comply with the Construction Regulations and with all applicable health &amp; 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 <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.</li> </ul>
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , 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 <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
<b>Z7</b>	<b>Provision of a Tax Invoice and interest. Add to clause 50</b>
Z7.1	The <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the correctly assessed amount due for payment.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
<b>Z8</b>	<b>Notifying compensation events</b>
Z8.1	Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the <i>Employer</i> ."



<b>Z9</b>	<b><i>Employer's limitation of liability; Add to clause 80.2</i></b>
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand).
<b>Z10</b>	<b>Termination: Add to clause 90.2, after the words "or its equivalent":</b>
Z10.1	or had a judicial management order granted against it.
<b>Z11</b>	<b>Addition to Clause 50.4</b>
Z11.1	If the amount due for the <i>Contractor's</i> payment of <i>delay damages</i> reaches the limits stated in a Task Order (if any), the <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service.
Z11.2	If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the <i>Employer</i> of completing the <i>service</i> .

## **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. Details of the insurance itself are available from the internet web link given below.*

1. Services provided in a TSSC3 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" policy which may be in place for the *Employer's* portion of the property affected by the *service* or against the *Employer's* "assets" policy which may be in place for the *Employer's* portion of the property affected by the *service*, 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 property affected by the *service* and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 82 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from the *Contractor's* 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 TSSC3**' 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 to cover his risks as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 "the *Contractor* provides .... the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data". 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. Part 2 of the contract will include a requirement for the tendering contractor to identify the cost of insurance which he has allowed for in his Prices, given the foregoing guidance, either as a separate priced item or
6. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**

[http://www.eskom.co.za/live/content.php?Item\\_ID=9248](http://www.eskom.co.za/live/content.php?Item_ID=9248)

## Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 <a href="mailto:andrewbaird@ecsconsult.co.za">andrewbaird@ecsconsult.co.za</a>
Christopher BINNINGTON	Gauteng	+27 11 888-6141 <a href="mailto:cdb@bca.co.za">cdb@bca.co.za</a>
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Robert St. LEGER	Cape Town	+27 21 794 7488 <a href="mailto:bobst@iafrica.com">bobst@iafrica.com</a>
Peter THURLOW	Gauteng	+27 11 787 6226 <a href="mailto:info@thurlowassoc.com">info@thurlowassoc.com</a>

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Marika Scott on 011 800 3709 or [Marika.vdHeever@eskom.co.za]

## Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (September 2008) and the relevant parts of its Guidance Notes (TSSC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 22 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	.....
	Address	.....
	Tel No.	.....
	Fax No.	.....
	E-mail address	.....
63.2	The percentage for overheads and profit added to the Defined Cost for people is	.....%
63.2	The percentage for overheads and profit added to other Defined Cost is	.....%
11.2(4)	The Price List is in	<b>the document called 'Price List' in Part 2 of this contract.</b>
11.2(4)	The offered total of the Prices for part of the service in Part 1 of the Price List is	<b>RATES ONLY</b>
11.2(4)	The offered total of the Prices for part of the service in Part 2 of the Price List is	<b>RATES ONLY</b>

.....  
Contractors Signature

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

## C2 Pricing Data

### C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

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

## C2.2 Price List

**Part 1** - The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

ITEM	DESCRIPTION	UNIT	RATE
<b>1.</b>	<b>Empangeni Clinic</b>		
1.1	- 50lt boxes of fibre board box base.	1	
1.2	- 50lt fibre box lid.	1	
1.3	- 8lt sharps L/LID Tamper.	1	
1.4	- 5lt pharmaceutical waste bucket	1	
1.5	- Medical Tape	1	
1.6	- Disposal medical waste per Kg (weight over 10kg charged per Kg	1	
1.7	- Disposal medical waste per load (weight under 10 kg charged per as 10kg.	1	
1.8	- Disposal Pharmaceutical waste per over 10 kg	1	
1.9	- Disposal pharmaceutical waste under 10kg.	1	
1.10	- Collection transport fee.	1	
1.11	- 100 *20cm cable tie.	1	
1.12	- 10 * 50lt Red Plastic bag 50mic.	1	
<b>2.</b>	<b>New Germany Clinic</b>		
2.1	- 50lt boxes of fibre board box base.	1	
2.2	- 50lt fibre box lid.	1	
2.3	- 8lt sharps L/LID Tamper.	1	
2.4	- 5lt pharmaceutical waste bucket	1	
2.5	- Medical Tape	1	
2.6	- Disposal medical waste per Kg (weight over 10kg charged per Kg	1	
2.7	- Disposal medical waste per load (weight under 10 kg charged per as 10kg.	1	
2.8	- Disposal Pharmaceutical waste per over 10 kg	1	
2.9	- Disposal pharmaceutical waste under 10kg.	1	
2.10	- Collection transport fee.	1	

2.11	- 100 *20cm cable tie.	1	
2.12	- 10 * 50lt Red Plastic bag 50mic.	1	
3.	<b>Mkondeni Clinic</b>		
3.1	- 50lt boxes of fibre board box base.	1	
3.2	- 50lt fibre box lid.	1	
3.3	- 8lt sharps L/LID Tamper.	1	
3.4	- 5lt pharmaceutical waste bucket	1	
3.5	- Medical Tape	1	
3.6	- Disposal medical waste per Kg (weight over 10kg charged per Kg	1	
3.7	- Disposal medical waste per load (weight under 10 kg charged per as 10kg.	1	
3.8	- Disposal Pharmaceutical waste per over 10 kg	1	
3.9	- Disposal pharmaceutical waste under 10kg.	1	
3.10	- Collection transport fee.	1	
3.11	- 100 *20cm cable tie.	1	
3.12	- 10 * 50lt Red Plastic bag 50mic.	1	
	-		
4	<b>Newcastle Clinic</b>		
4.1	- 50lt boxes of fibre board box base.	1	
4.2	- 50lt fibre box lid.	1	
4.3	- 8lt sharps L/LID Tamper.	1	
4.4	- 5lt pharmaceutical waste bucket	1	
4.5	- Medical Tape	1	
4.6	- Disposal medical waste per Kg (weight over 10kg charged per Kg	1	
4.7	- Disposal medical waste per load (weight under 10 kg charged per as 10kg.	1	
4.8	- Disposal Pharmaceutical waste per over 10 kg	1	
4.9	- Disposal pharmaceutical waste under 10kg.	1	
4.10	- Collection transport fee.	1	
4.11	- 100 *20cm cable tie.	1	
4.12	- 10 * 50lt Red Plastic bag 50mic.	1	

<b>5</b>	<b>Ladysmith Clinic</b>		
<b>5.1</b>	- 50lt boxes of fibre board box base.	1	
<b>5.2</b>	- 50lt fibre box lid.	1	
<b>5.3</b>	- 8lt sharps L/LID Tamper.	1	
<b>5.4</b>	- 5lt pharmaceutical waste bucket	1	
<b>5.5</b>	- Medical Tape	1	
<b>5.6</b>	- Disposal medical waste per Kg (weight over 10kg charged per Kg	1	
<b>5.7</b>	- Disposal medical waste per load (weight under 10 kg charged per as 10kg.	1	
<b>5.8</b>	- Disposal Pharmaceutical waste per over 10 kg	1	
<b>5.9</b>	- Disposal pharmaceutical waste under 10kg.	1	
<b>5.10</b>	- Collection transport fee.	1	
<b>5.11</b>	- 100 *20cm cable tie.	1	
<b>5.12</b>	- 10 * 50lt Red Plastic bag 50mic.	1	
<b>6</b>	<b>Free State Bloemfontein Office</b>		
<b>6.1</b>	- 50lt boxes of fibre board box base.	1	
<b>6.2</b>	- 50lt fibre box lid.	1	
<b>6.3</b>	- 8lt sharps L/LID Tamper.	1	
<b>6.4</b>	- 5lt pharmaceutical waste bucket	1	
<b>6.5</b>	- Medical Tape	1	
<b>6.6</b>	- Disposal medical waste per Kg (weight over 10kg charged per Kg	1	
<b>6.7</b>	- Disposal medical waste per load (weight under 10 kg charged per as 10kg.	1	
<b>6.8</b>	- Disposal Pharmaceutical waste per over 10 kg	1	
<b>6.9</b>	- Disposal pharmaceutical waste under 10kg.	1	
<b>6.10</b>	- Collection transport fee.	1	
<b>6.11</b>	- 100 *20cm cable tie.	1	
<b>6.12</b>	- 10 * 50lt Red Plastic bag 50mic.	1	

The offer was accepted based on the rates and conditions as per the attached document.

- Rates are fixed and firm for a period of 12 months and will be subject to escalation thereafter.
- Rates excludes VAT and excludes delivery



**The above Rates are subject to the Following:**

- Personal Protective Equipment cost – **ALL PPE MUST BE BUILT INTO THE LABOUR RATES.**
- Price is fixed and firm for a period of 12 months and will be subject to escalation thereafter
- All accommodation must be approved beforehand by the relevant *Employer's Agent*.
- A request for service will be given to the *contractor* by the *Employer's Agent* in a form of a *Task Instruction*. A signatory of both parties on the *Task Instruction* is required prior to any work being commenced by the *Contractor*.
- A *Task Instruction* is an instruction to perform works as nominated by the *Employer's Agent* from the Skills and works category for which the *Contractor* has been found to have the relevant and present competency and capacity and in terms of the above *Price List*.
- All Transport must be agreed upfront prior to the commencement of work

**Part 2**

Not Applicable.

## C3: Scope of Work

### C3.1 Service Information

#### Description of the service

##### Executive overview

TO PROVIDE A SAFE WASTE REMOVAL SERVICE FOR ESKOM DISTRIBUTION IN THE KZN OPERATING UNIT AND FREE STATE OPERATING UNIT FOR A PERIOD OF 3 YEARS.

Rates to remain fixed and firm for a 12 month period and subject to escalation thereafter.

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

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

The services will only be rendered at specified Eskom sites.

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

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

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

**General Waste** which includes office waste, selected construction material and domestic waste

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

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

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

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

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

The Service Provider is responsible for sorting of all waste off-site, loading and transportation and Eskom will not provide any facilities, labour or equipment for this purpose.

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

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

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

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

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

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

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

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

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

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

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

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

### **Emergency:**

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

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

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

❑ **Legislation knowledge and compliance:**

National Environmental Management: Waste Act (Act 59 Of 2008)  
National Environmental Management Act, 107 of 1998  
Income tax act (Act 58 of 1962)  
Public liability insurance  
Basic condition of employment act  
Occupational Health and Safety at 85 of 1993

**Management strategy and start up.**

**Management meetings**

All meetings shall be advised by the *Employer's Agent* who will specify the times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Employer's Agent* 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.

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

The *Contractor* must provide a list of people & staff on site with their respective responsibilities to the *Employer's Agent* at the start of the contract.

**Documentation control**

All contractual documentation and communication will be in the form of properly compiled letters and forms attached to email.

**Invoicing and payment**

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

The *Contractor* shall address the tax invoice to [the relevant end user](#) and include on each invoice the following information:

- Name and address of the *Contractor* and the *Employer's Agent*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

### **Contract change management**

For any compensation event refer to clauses under section 6 of the core clauses of the NEC3

### **Insurance provided by the *Employer***

The insurance provided by the *Employer*, is addressed under the contract data by the Employer under Annexure B "Insurance provided by the *Employer*".

### **Management of work done by Task Order**

Task Order clauses apply in this contract.

### **Health and safety, the environment and quality assurance**

#### **Health and safety risk management**

The *Contractor* shall comply with the health and safety requirements contained in the SHE Specification attached and forms part to this Service Information.

The Contractor shall submit the names of their representatives for Eskom SHE Induction training on award of the contract.

#### **Environmental constraints and management**

The *Contractor* shall comply with the environmental criteria and constraints stated in the Environmental Specifications attached and forms part to this Service Information.

#### **Quality assurance requirements**

An approved Quality Control Programme or Plan is to be implemented fully, after approval by the Service Manager. The Quality Control Document is to be used per construction stage and signed off by the relevant people indicated in the document.

## **Procurement**

## **Subcontracting**

### **Preferred subcontractors**

The Contractor shall note that any appointment of a subcontractor is to be approved by the Service Manager beforehand.

## **Plant and Materials**

### **Specifications**

Contractor to make reference to the attached Eskom General and Technical Specifications as annexures to this contract.

## **Working on the Affected Property**

Public to be kept away from Site area

The Contractor is to assess all site conditions at the Compulsory Site Inspection Meeting.

The Contractor may use Eskom's ablution facilities only with permission from the site Manager.

The Contractor will not be allowed to house his or his subcontractors' staff on site.

Access control should be ensured and no unauthorised entry signage to be put on site in order to control access. Visitors to be accompanied by Site Supervisor, or Safety officer, after induction meeting.

PPE to be worn by all accessing site and be in good condition.

All PPE to be checked and worn and used correctly.

All cranes to be maintained and certified in good working order. Operators to be trained, tested and certified to operate crane.

Drivers to drive according to the Road Traffic Act and at the specified speed limit at each site, cautions to be taken in adverse conditions.

Risk assessment needs to be done so that a management control system can be implemented to prevent oil or chemical pollution from taking place.

Noise levels shall be kept to a minimum not exceeding the statutory maximum level.

## **Site services and facilities**

Prior to using water from any Eskom site, permission must be obtained from the relevant Eskom representative.

## Specifications

Title	Document Number	Tick if publicly available
Supplier Contract Quality Requirements Specifications Rev 0	QM-58	✓
SHE Requirements	32-726	✓
SHEQ Policy	32-727	✓
SHE Specification Form	74	✓
Safety, Health & Environmental	32-524	✓
Eskom Life Saving Rules	32-421	✓
Eskom Vehicle Safety Specification	32-345	✓
Vehicle and Driver Safety	32-93	✓
Transporting persons on back of vehicles	TPC 41-55	✓
Smoking Procedure	32-36	✓
Working at Heights	32-418	✓
Health & Safety Requirements	34-333	✓
Occupational Health and Safety Act, Act 85 of 1993	118	✓
Section 37(2) Agreement		✓
Health & Safety Specification Eastern Region		✓
Access to Farms	41-340	✓
Legal Appointments and Authorizations	34-961	✓
KZN OU Tree Cutting directive for Eskom Contractors		✓
Construction, Safety, Health and Environmental Management	32-136	✓
Supervision of People on Electronically Hazardous Locations	34-1954	✓
Expanded Public Works Report – Divisional Capital Programme	34-1063	✓
Identifying, analysing, documenting and observing tasks according to criticality	34-380	✓
Distribution Fire Risk Management	34-132	✓
Provision and use of Personal Protective Equipment	34-1710	✓
Environmental Waste Management Procedure	32-245	✓
Environmental Procedure: Bush Clearing	32-247	✓
Environmental requirements for procurement of assets goods and services	41-120	
Performance Indicator reporting	32-249	

# Task Order

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

Task Order No. [•] service [•]

To: [•].....  
..... (Contractor)

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

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: Date

(for Employer)

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

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

Total of the Prices for this Task Order R \_\_\_\_\_

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

Signed: Date

(for Contractor)

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

Signed: Date:

(for Employer)