

THE COLLECTION, TRANSPORTATION, DISPOSAL, HANDLING OF GENERAL/ DOMESTIC , ORGANIC WASTE AND CLEAN-UP OF HAZARDOUS CHEMICALS SUBSTANCES, FOR VARIOUS ZONES IN THE LIMLANGA(LIMPOPO AREA) OVER A PERIOD OF THIRTY SIX (36) MONTHS ON AN "AS AND WHEN" REQUIRED BASIS. – TZANEEN ZONE



NEC3 Term Service Contract (TSC3)

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

**and
(Reg No. _____)**

**for the Collection, Transportation, Disposal, Handling of
General/ Domestic , Organic Waste and Clean-up of
Hazardous Chemicals Substances, for various zones in
the LIMLANGA (Limpopo Area) over a period of thirty six
(36) months on an "as and when" required basis- Tzaneen
Zone**

Contents:

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Enquiry No. :LP0066SM

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PART C1: AGREEMENTS & CONTRACT DATA

Contents:

C1.1	Form of Offer and Acceptance
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C1.1 Form of Offer & Acceptance

Offer

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

the Collection, Transportation, Disposal, Handling of General/ Domestic , Organic Waste and Clean-up of Hazardous Chemicals Substances, for various zones in the LIMLANGA(Limpopo Area) over a period of thirty six (36) months on an "as and when" required basis. – Tzaneen Area

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

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 *Tenderer* 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	Rates Based Contract
	(in words) Rate 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 Contract Data, or other period as agreed, whereupon the Tenderer becomes the party named as the *Tenderer* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
Tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Tenderer 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 Contract Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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 Contract Data and any addenda thereto listed in the Contract 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 Contract documents and the receipt by the Tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		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
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	Shele Mogale
	Address	90 Hans van Rensburg Str, Polokwane, 0700
	Tel	015 299 0411
	Fax	N/A
	e-mail	Shele.mogale@eskom.co.za

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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11.2(2)	The Affected Property is	Limpopo area- Tzaneen area
11.2(13)	The <i>service</i> is	the Collection, Transportation, Disposal, Handling of General/ Domestic , Organic Waste and Clean-up of Hazardous Chemicals Substances, for various zones in the LIMLANGA(Limpopo Area) over a period of thirty six (36) months on an "as and when" required basis.
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Late response to the task order 2. Non- compliance of terms and conditions of the contract.
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 <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The <i>Tenderer's</i> main responsibilities	
21.1	The <i>Tenderer</i> submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	To be advised
30.1	The <i>service period</i> is	To be advised
4	Testing and defects	
		As per terms and conditions of the NEC3 Term Service Contract April 2013² (TSC3)
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	3 weeks.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for</p>

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

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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	As per terms and conditions of the NEC3 Term Service Contract April 2013 ³ (TSC3)
7	Use of Equipment Plant and Materials	As per terms and conditions of the NEC3 Term Service Contract April 2013 ⁴ (TSC3)
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. as stated for "Format TSSC3" available on http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Tenderer</i> provides these additional insurances:	None
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Tenderer</i> to the <i>Employer's</i> 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/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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From_1_April_2014_To_31_March_2015.aspx

83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Tenderer</i>) arising from or in connection with the <i>Tenderer's</i> Providing the Service for any one event is:	whatever the <i>Tenderer</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Tenderer</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Tenderer's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	As per terms and conditions of the NEC3 Term Service Contract April 2013⁵ (TSC3)
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Tenderer</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	2 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	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	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee

⁵ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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	- if the arbitration procedure does not state who selects an arbitrator, is	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 <i>base date</i> for indices is	<p>The price will be fixed and firm for the first 12 months and thereafter be adjusted as follows;</p> <ul style="list-style-type: none"> • Spares will be adjusted as per SEIFSA Table D. • Labour (Service) will be adjusted as per SEIFSA Table D. • Transport rates will be adjusted as per SEIFSA Table L1.
X2	Changes in the law	As per terms and conditions of the NEC3 Term Service Contract April 2013⁶ (TSC3)
X17	Low service damages	
X17.1	The <i>service level table</i> is	0.5% of the Task Order value per complete week of delay.
X18	Limitation of liability	
X18.1	The <i>Tenderer's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Tenderer's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<p>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p>
X18.3	The <i>Tenderer's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> • the total of the Prices at the Contract Date <p>and</p> <ul style="list-style-type: none"> • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_

⁶ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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X18.4	The <i>Tenderer's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><i>From_1_April_2014_To_31_March_2015.aspx</i></p> <p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Supplier's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Tenderer</i> is liable under this contract for</p> <ul style="list-style-type: none"> • 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 <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	52 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Tenderer</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	A report of performance against each Key Performance Indicator is provided at intervals of	3 months
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1.1 The *Tenderer* 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 *Tenderer* 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 *Tenderer* 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.

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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 *Tenderer* on their behalf.

Z2.3 The *Tenderer* 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 *Tenderer* in writing.

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

Z3.1 Where a change in the *Tenderer's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Tenderer's* B-BBEE status, the

Tenderer notifies the *Employer* within seven days of the change.

Z3.2 The *Tenderer* 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 *Tenderer's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Tenderer's* obligation to Provide the Service.

Z3.4 Failure by the *Tenderer* 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 *Tenderer* 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 *Tenderer*, enters the public domain or to information which was already in the possession of the *Tenderer* at the time of disclosure (evidenced by written records in existence at that time). Should the *Tenderer* disclose information to Others in terms of clause 25.1, the *Tenderer* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Tenderer* 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 *Tenderer* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Tenderer*, 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 *Tenderer* 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

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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 *Tenderer* ensures that all his subtenderers 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 *Tenderer* 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 *Tenderer*:

- accepts that the *Employer* may appoint him as the "Principal Tenderer" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subtenderers, employees and others under the *Tenderer's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Tenderer*, 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 Subtenderers, employees and others under the *Tenderer'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 *Tenderer* 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.

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Z7.2 If the *Tenderer* 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 *Tenderer* (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 *Tenderer* 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 *Tenderer* for the *Tenderer's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Tenderer'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 <i>Tenderer</i> or a third party, such party's employees, agents, or Subtenderers or Subtenderer's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

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

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

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

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

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

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

Z 11.2 The *Employer* may terminate the *Tenderer's* obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the *Tenderer* 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 *Tenderer's* obligation to Provide the Service for this reason.

Z 11.3 If the *Employer* terminates the *Tenderer'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 *Tenderer* 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 tenderers and the Tenderer about the insurance provided by the Employer. The Tenderer 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.

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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 *Tenderer* 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 tenderers 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 tenderers 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 tenderer 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 *Tenderer* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Tenderer* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Tenderer* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Tenderer* 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:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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C1.2 Contract Data

Part two - Data provided by the *Tenderer*

Notes to a Contracting tenderer:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)⁷ in order to understand the implications of this Data which the Tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.

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

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

⁷ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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Qualifications:

Experience:

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

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in
11.2(19)	The Contracted total of the Prices is Rates based contract

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C1.3 Forms of Securities

Pro formas for Bonds & Guarantees- NOT APPLICABLE TO THIS CONTRACT

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:

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

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

Option X4: Parent company guarantee

Option X13: Performance Bond

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

The *Tenderer* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

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

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PART 2: PRICING DATA

TSC3 Option A

Document reference	Title
C2.1	Pricing assumptions: Option A
C2.2	The <i>price list</i>

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C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> the Price for each lump sum item in the Price List which the <i>Tenderer</i> has completed and Where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Tenderer</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Tenderer's* plan

Clause 21.4 states "The *Tenderer* 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 Contracting tenderer 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 Contracting tenderers 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 (Contracting) or by negotiation depending on the nature of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Contract Schedule, may have listed some items that he requires the *Tenderer* to include in the *price list* to be prepared and priced by him.

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of Contract, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the Contracted total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Tenderer* estimated at time of Contract. 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 Contracting tenderer.

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

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

If the *Tenderer* 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.

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C2.2 the *price list*

General domestic waste collection

	General / domestic waste collection, transportation and disposal. Organic waste collection, transportation and disposal. Sewage Waste collection, transportation & disposal	Unit	Rate (Excl. VAT)
1	Overheads for project (this includes paperwork, office overheads, Telephone calls etc.)	%	%
2	PPE & site safety including job specific risk assessment (% of labour cost)	%	%
3	Transport (LDV) per km	km	R
4	Transport (5-8 ton) per km	km	R
5	Removal of domestic / general waste	240L / kg Bin	R
6	Removal of old and un-contaminated power lines poles	ton	R
7	Removal of old and contaminated power lines poles	ton	R
8	Removal of scrap material	ton	R
	Organic Waste collection , transportation & disposal		
9	Removal of organic Waste	240L / kg Bin	R
			R
	Sewage waste collection , transportation & disposal		
10	Removal of sewage	Litre	R

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WASTE RECYCLING SERVICES, SUPPLY, DELIVERY AND TRAINING

SUPPLY CLEANING CHEMICALS, SUPPLY AND DELIVERY HAZCHEM SIGNS

Item	Description	Unit	Rate (Excl. VAT)
A	Monthly waste recycling programme / Services (12 CNC's in Limpopo or less / LOU offices), services included the following;	Total per Month	
	Overheads for project (This includes paperwork, office overheads, telephone calls etc.)		
	PPE and site safety including job specific risk assessment.		
	Transport		
	Establish waste separation station (as per Eskom specification) at CNCs (Demarcate the area accordingly), in order to temporarily store waste such as paper, planks, printer cartridges, card boxes, bottles/ glass, cans, milk cartoons, plastic etc)		
	Provide relevant bins, skips, with refuse bags, for temporary storage of various waste, including Hazardous waste		
	Provide 2x waste sorting labourers/ workers per area/ zone monthly		
	Collect, Transport, recycle , dispose-of (where necessary) waste monthly		
	Provide recycling boxes for waste such as fluorescent tubes, CFL's, paper, etc		
	Provide Waste recycling awareness training annually to CNC staff and further issue attendance certificates.		
	Provide safe destruction / or recycling certificates where necessary		
	Conduct compliance assessment of separation stations (To be done concurrently with waste collection activities) monthly		
	Conduct waste classification (GR R634) Government Regulation / Assess waste for disposal (GR R635) per CNC / Office, submit the report to relevant SHEQ Environmental Manager.		
	Collect, transport and recycle HCS (Hazardous Chemical Substance) such as waste oil.		

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	Collect, transport and recycle oil contaminated effluent where necessary		
	Supply, Delivery and Training		
	Supply of Oil Spill Kits (Office/site & Car kits) for minor spillages:		
B.			
1	Car spill kit - 10L	Each	
2	Office / Site spill Kit - 240L	Each	
3	Office Acid kit - 10L	Each	
4	Provide training on the usage of spillages kits (on delivery)	Site	
5	Supply of minor oil spill cleaning chemicals (Environmentally Friendly chemical / or Biodegradable chemical which are SABS approved)	Litre / or Kg	
6	Supply & delivery of 3m3 skip bin (labelled)	Each	
7	Supply & delivery of 4m3 skip bin (labelled)	Each	
8	Supply & delivery of 6m3 skip bin (labelled)	Each	
9	Collect and recycle waste in 3m3 skip bin	No	
10	Collect and recycle waste in 4m3 skip bin	No	
11	Collect and recycle waste in 6m3 skip bin	No	
12	Supply and delivery of Hazchem vehicle stickers / signage's	Each	

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HARZADOUS CHEMICAL SUBSTANCE

Item no.	Description	Unit	Rate (Excl. VAT)
1	Overheads for projects (thus includes paperwork , office overheads, telephone calls etc.) % of labour cost	%	%
2	PPE & site safety including job specific risk assessment. (% of labour cost)	%	%
3	Transport (LDV)	km	R
4	Transport (5-8 ton)	km	R
5	Supply of concrete / crushed stones	m3	R
6	Surface clean & treatment	m2	R
7	Minor (up to 300mm deep)	m2	R
8	Minor (up to 500mm deep)	m2	R
9	Major (more than 500mm deep)	m2	R
10	Removal of dirty pavement bricks	m2	R
11	Supply of clean pavement bricks	m2	R
12	Accommodation	per person/ night	R
13	Total petroleum Hydrocarbon (TPH) analysis	per sample	R
14	PCB analysis in soil / or water	per sample	R
15	PCB soil & oil disposal	240L Bin	R
16	PCB soil & oil disposal	ton	R
17	PCB oil disposal	L	R
18	Battery acid waste disposal	50 L	R
19	Asbestos site assessment & items verification	site	R
	Disposal Rate (non PCB - under 20ppm of Pcb)		R
20	PCB free oil / soil contaminated waste	240 L Bin	R
21	PCB free hydrocarbon contaminated waste	240 L Bin	R
22	Silica gel waste	L	R
23	Asbestos Dismatling	site (m2)	R
24	Asbestos removal & disposal	ton	R
	Washing Stone		R
25	Place stone	m3	R
26	Remove stone 1x5 done by spade	m3	R
27	Wash in mixer	m3	R
28	Cleaning chemical (environmentally friendly)	litre / kg	R
29	Sludge removal from oil pit / or oil plinths	litre	R
	Oil Spill Kits and Bins		R
30	Oil spill response kit - 240 L	No.	R
31	Oil spill replacement kit	No.	R
32	Portable (vehicle) oil spill kit 20L	No.	R
33	Supply & delivery of 240 L wheelie bin	each	R
34	Collection of HC waste in 240 L whellie bin	each	R

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35	Supply delivery of 210 L bin/ drum	each	R
36	Collection of HC waste in 210 L bin/ drum	each	R
37	Supply of Fluorescent tubes waste crusher bin	each	R
38	Collection of Fluorescent tubes waste crusher bin	No.	R
39	Supply & delivery of 3m3 skip bin	each	R
40	Supply & delivery of 4m3 skip bin	each	R
41	Supply & delivery of 6m3 skip bin	each	R
42	Collect, empty and dispose of waste in 3m3 skip bin	No.	R
43	Collect , empty & dispose of waste in 4m3 skip bin	No.	R
44	Collect , empty & dispose of waste in 6m3 skip bin	No.	R

PART 3: SCOPE OF WORK

THE COLLECTION, TRANSPORTATION, DISPOSAL, HANDLING OF GENERAL/ DOMESTIC , ORGANIC WASTE AND CLEAN-UP OF HAZARDOUS CHEMICALS SUBSTANCES, FOR VARIOUS ZONES IN THE LIMLANGA(LIMPOPO AREA) OVER A PERIOD OF THIRTY SIX (36) MONTHS ON AN "AS AND WHEN" REQUIRED BASIS. – TZANEEN ZONE

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's</i> Service Information	
C3.2	<i>Tenderer's</i> Service Information	

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C3.1: EMPLOYER'S SERVICE INFORMATION

Description of the *service*

Executive overview

The scope of work for appointment of five separate contracts for five zones for the Collection, Transportation, Disposal, Handling of General/ Domestic and Organic Waste and Clean-up of Hazardous Chemicals Substances, for various zones in the LimLanga Cluster-Limpopo over a period of thirty six (36) months on an "as and when" required basis is as follows:

1. Hazardous Chemical Substance Removal or Collection, Site Rehabilitation, site Clean-up, Transportation and disposal of Hazardous waste

- Removal of polychlorinated biphenyl (PCB) and PCB contaminated equipment, material /or waste and dispose it of at a licensed facility.
- Removal of grey water and dispose it of at a licensed facility.
- Removal of Hazardous Chemical Substance(HCS) waste such as PCB Contaminated waste, Asbestos waste material or equipment's, Silica gel, Oil and Chemical Contaminated rags, fluorescent tubes and crusher bins, compact fluorescent Light CFL waste, acid contaminated rags, tissues and dispose it of at a registered dumping site.
- Demolishing and removal of Asbestos waste and items
- Compaction and stabilization of the area affected by Hazardous Chemical Substance (HCS) spillages.
- Capture free oil puddles/oil catchment dams and put it into suitable container such as a drums/ skips for proper disposal as soon as possible.
- Use saw dust or suitable absorbent materials such as (Pads/pillows/powder/Booms/Socks etc.) or solvents to control spillage from spreading.
- Removal of oil leaking equipment and dispose it of at a registered dumping site.
- Clean and replace paved areas where applicable dispose the bricks
- Clean and replace crusher stones where applicable.
- Remove contaminated soil and vegetation where required and dispose it of at a registered dumping site.
- Where possible, spillages must be treated by using suitable bio-remediation or chemical methods.
- Transportation of waste collected from Eskom shall be done by trained personnel.
- The vehicle used for transporting Eskom waste must be labeled according to the requirements of the National Road Traffic Act and applicable SABS standards.

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All transportation requirements as required by National, Provincial and Local by-laws must be adhered to.

- Sewage Waste collection, transportation and disposal
- Removal of sewage waste and dispose-it of at a licensed facility
- Transportation of waste collected from Eskom must be done by trained personnel.
- The vehicle used for transporting Eskom waste must be labelled according to the requirements of the National Road Traffic Act and applicable SABS Standards.
- All transportation requirements as required by National, Provincial and Local by-laws must be adhered to.

All oil / hazardous chemical spillages must be tested at an (Accredited Laboratories) to ensure that proper clean-up methods are used, except in cases of a known HCS (SDS or label)

2. Waste collection, transportation and disposal of waste

2.1 General / Domestic Waste

- Removal of domestic/ general waste and dispose-it off at a licensed facility
- Removal of old and contaminated wooden poles and disposed-of at a licensed facility
- Removal of scrap materials and disposed-off at the licensed facility responsible for recycling, re-using and recovering scrap material
- Transportation of waste collected from Eskom must be done by trained personnel.
- The vehicle used for transporting Eskom waste must be labeled according to the requirements of the National Road Traffic Act and applicable SABS Standards.
- All transportation requirements as required by National, Provincial and Local by-laws must be adhered to.

2.2 Organic Waste collection, transportation and disposal

- Removal of organic waste and dispose-it of at a licensed facility or as per the NEMWA requirements.

2.3 Sewage Waste collection, transportation and disposal

- Removal of sewage waste and dispose-it of at a licensed facility
 - Transportation of waste collected from Eskom must be done by trained personnel.
 - The vehicle used for transporting Eskom waste must be labelled according to the requirements of the National Road Traffic Act and applicable SABS Standards.
 - All transportation requirements as required by National, Provincial and Local by-laws must be adhered to.
-

THE COLLECTION, TRANSPORTATION, DISPOSAL, HANDLING OF GENERAL/ DOMESTIC , ORGANIC WASTE AND CLEAN-UP OF HAZARDOUS CHEMICALS SUBSTANCES, FOR VARIOUS ZONES IN THE LIMLANGA(LIMPOPO AREA) OVER A PERIOD OF THIRTY SIX (36) MONTHS ON AN "AS AND WHEN" REQUIRED BASIS. – TZANEEN ZONE

All suppliers shall comply with, but not limited to the following legislation during the period of this contract.

3.Waste Recycling Services

3.1 Waste recycling services

	Description		
A	Waste Recycling Programme / Services (CNC's in Limpopo), Services included are as follows:		
1	Establish waste separation station (as per Eskom specification) at CNCs (Demarcate the area accordingly), in order to temporarily store waste such as paper, planks, printer cartridges, card boxes, bottles/ glass, cans, milk cartoons, plastic etc.)		
2	Provide relevant 240L No wheelie bins / or skip bins, refuse bags, for temporary storage of various waste.		
3	Provide 2x waste sorting labourers / workers per area / zone as and when required		
4	Collect, transport, recycle , dispose-of waste (where necessary)		
5	Provide recycling boxes for waste such as fluorescent tubes, CFL's, paper, etc.		
6	Provide waste recycling awareness training as and when required to CNC staff and further issue attendance certificates.		
7	Provide safe destruction / or recycling certificates where necessary		
8	Conduct compliance assessment of separation stations (To be done concurrently with waste collection activities), as and when required.		
9	Conduct waste classification (GR R634) / Assess waste for disposal (GR R635) per CNC / Office, submit the report to relevant OU Environmental Manager, as and when required		

3.2 Supply, Delivery and Training (Provision of minor oil spill clean-up awareness training)

- Supply and delivery of Oil Spill Kits (Office & car Kits) for minor spillages:

Items	Sizes	Minimum Content
Car Spill Kit	10L	<ul style="list-style-type: none"> Portable Bag 2 x 4m boom 5x absorbent pads 5 x HD disposal bags

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		<ul style="list-style-type: none"> • 1 x PVC gloves • 1 x Anti-mist goggles • 1 x Instruction booklet • Environmentally friendly bio-degreaser 5L • 1x 5L Coco Peat Absorbent
Office / Site Spill Kit	240L	<ul style="list-style-type: none"> • 1 x 240l Plastic No wheelie bin • 3 x 4m broom • 10 x absorbent pads • 5 x HD disposal bags • 1 x non-spark shovel • 1 x non-spark broom • 1 x PVC gloves • 1 x Anti-mist goggles • 1 x Instruction booklet • Environmentally friendly or Bio-degreaser 10 L • 2x 15L Coco Peat Absorbent
Office Acid Kit (only for substations)	120L	<ul style="list-style-type: none"> • 1 x 120l plastic No wheely bin • 2 x 5kg acid vac • 2 x 5kg acid neutraliser • 1 x elbow nitrile gloves • 2 x anti-mist goggles • 5 x HD disposal bags • 1 x non-spark shovel • 1 x non-spark broom • 1 x instruction booklet

Provide training on the usage of hazardous chemical cleaning substance (spill kits) on delivery.

- Verification of Asbestos contaminated material / equipment's

3.3 Supply Environmentally friendly cleaning chemicals

- Supply and delivery of environmentally friendly oil cleaning chemical for minor spillages.

3.4 Supply and Delivery of Hazchem Signs

Specification as per BOQ table

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All suppliers shall comply with, but not limited to the following legislation during the period of this contract.

- The National Road Traffic Act (Act 93 of 1996)
- The Hazardous Substance Act (Act 15 of 1973)
- The Occupational, Health and Safety Act (Act 85 Of 1993)
- The Environment Conservation Act (Act 73 of 1989)
- The National Environmental Management Act (Act 107 of 1998)
- The National Water Act (Act 36 of 1998)
- The National Waste Management Act (Act 59 of 2008)

All suppliers shall comply with all relevant Eskom procedures but not limited to the following:

- Waste Management Procedure: 32-245
- The Limlanga Cluster -Limpopo Waste Management Plan:240- 84907678
- Safety, Health, Environmental and Quality Policy: 32-727
- Procedure for the Effective Management of Safety, Health and Environmental Related Incidents: 32-95
- Environmental Management Incident Procedure : 240-133087117
- Environmental Emergency Preparedness And Control: 240-72555979Management Procedure: EPC 32-245
- The Limlanga Cluster- Limpopo Waste Management Plan
- Safety, Health, Environmental and Quality Policy: 32-727
- Procedure for the Effective Management of Safety, Health and Environmental Related Incidents: 32-95

Payment Requirements

All waste collection/ removal/ disposal invoices should be accompanied by:

- Safe disposal certificates
 - Evidence of recycling done
 - Waste manifest, clearly showing the amount of waste collected and disposed-of (Only in case of hazardous waste)
 - Laboratory Results
 - Report showing photos of polluted area before and after clean-up
 - Report showing photos of waste stations before and after clean-up
 - Bio-remediation method used or employed as part of rehabilitation
 - Trip sheets signed by Snr Supervisor of Eskom employee representative
 - Accommodation invoice where necessary
 - Signed completion certificate by Eskom Snr Supervisor
-

THE COLLECTION, TRANSPORTATION, DISPOSAL, HANDLING OF GENERAL/ DOMESTIC , ORGANIC WASTE AND CLEAN-UP OF HAZARDOUS CHEMICALS SUBSTANCES, FOR VARIOUS ZONES IN THE LIMLANGA(LIMPOPO AREA) OVER A PERIOD OF THIRTY SIX (36) MONTHS ON AN "AS AND WHEN" REQUIRED BASIS. – TZANEEN ZONE

No payments should be effected before submission of the above documents.

Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements	Latest	
Environmental requirements	Latest	
Site regulations and access control	Latest	
Waste Management Procedure	EPC 32-245	
Recommended Herbicides	Latest	
Herbicides Management	Latest	
PROCEDURE FOR CLEARING VEGETATION AND MAINTENANCE WITHIN OVERHEAD POWERLINES	EPC 32-247	
LOCAL STANDARD FOR THE OPERATING OF HIGH CUTTER / CHAIN SAW	Latest	
• Eskom Distribution Standard Copies available from Eskom Distribution Technology, Technical Administrator, Telephone 011-871 2214. Important Note: where material options (i.e coastal and inland) are available the coastal option will be applicable in Eskom's Limpopo Operating Region (Refer to Engineering Instruction EI-039-MVL).	Latest	
• Technical Bulletins As issued by Eskom's Distribution Technology, Simmerpan Copies of the relevant Bulletins are available on request.	Latest	
Environnemental Management Environnemental Management Programme (EMP) Procedure SHEQ Policy	Latest	EPC: 32-248
Quality Quality Requirements for the Procurement of Assets, Goods & Services	Latest	ESKASAAU7
Safety Occupational Health and Safety Requirements to be met by Tenderers and Subtenderers Employed by Eskom. Co-ordination of Safety on Capital Projects Standard applicable to Tenderers working in Close Proximity to Live Apparatus	Latest	Health & Safety Documents

THE COLLECTION, TRANSPORTATION, DISPOSAL, HANDLING OF GENERAL/ DOMESTIC , ORGANIC WASTE AND CLEAN-UP OF HAZARDOUS CHEMICALS SUBSTANCES, FOR VARIOUS ZONES IN THE LIMLANGA(LIMPOPO AREA) OVER A PERIOD OF THIRTY SIX (36) MONTHS ON AN "AS AND WHEN" REQUIRED BASIS. – TZANEEN ZONE

Management of Substance Abuse	Latest	SCSPVABP4
Business Conduct Suspending Suppliers from Eskom's Supplier Lists Eskom Business Conduct Policy and Guidelines Declaration of Conflict of Interest Copies of the abovementioned documents are not attached but are available from Eskom's Contract Advise Centre, Clare Loittering, (031) 710 5429	Latest	ESKADABD7
Technology & Quality Engineering Instruction : Generic Stubby Line	Latest	E1-048-MVL
Authorisation of tenderers / Eskom staff	Latest	TDQES001
Standard for a fall arrest system Procedure for using a fall arrest system Specification for a fall arrest system	Latest	SCSASABW3 SCSPVACL6 SCSSCABA5
Checklist of Eskom Qualified Suppliers List of Eskom Qualified Suppliers	Latest	TQSNK008
CONTRACT SPECIFICATION FOR VEGETATION MANAGEMENT SERVICES ON ESKOM NETWORKS	Latest	240-52456757

Employer's requirements for the service

All suppliers shall comply with, but not limited to the following legislation during the period of this contract.

- The National Road Traffic Act (Act 93 of 1996)
- The Hazardous Substance Act (Act 15 of 1973)
- The Occupational, Health and Safety Act (Act 85 Of 1993)
- The Environment Conservation Act (Act 73 of 1989)
- The National Environmental Management Act (Act 107 of 1998)
- The National Water Act (Act 36 of 1998)
- The National Waste Management Act (Act 59 of 2008)

All suppliers shall comply with all relevant Eskom procedures but not limited to the following:

- Waste Management Procedure: EPC 32-245
- The Limpopo Operating Unit (LOU) Waste Management Plan
- Safety, Health, Environmental and Quality Policy: 32-727
- Procedure for the Effective Management of Safety, Health and Environmental Related Incidents: 32-95

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
	None

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Management strategy and start up.

The *Tenderer's* plan for the *service*

Management strategy and start up.

Management 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	As required	Service Manager's office	Both parties
Overall contract progress and feedback	As required	Service Manager's office	Both parties

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.

Tenderer's management, supervision and key people

N/A

Provision of bonds and guarantees

N/A

Documentation control

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

Invoicing and payment

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

The *Tenderer* shall address the tax invoice to

and include on each invoice the following information:

Name and address of the *Tenderer* and the *Service Manager*;
The contract number and title;

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Tenderer'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)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)
Within one week of receiving a payment certificate from the *Service Manager* the *Tenderer* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

Contract change management

For any change in scope, such changes must be treated as Compensation Events.

Records of Defined Cost to be kept by the *Tenderer*

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Tenderer* to keep records of amounts paid by him for people employed by the *Tenderer*, Plant and Materials, work subcontracted by the *Tenderer* and Equipment. A site diary will be required.

Insurance provided by the *Employer*

The insurance provided by the Employer, is addressed under the contract data.

Training workshops and technology transfer

To be advised by the Service Manager, as required

Design and supply of Equipment

N/A

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

Equipment

As per Task Order.

Information and other things

As per Task Order.

Management of work done by Task Order

NB: No work that falls outside the approved scope of works will be undertaken without a Task Order.

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Health and safety, the environment and quality assurance

Health and safety risk management

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

The 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 taken into account.

The Commodity Manager / Buyer must refer the Contract to the Divisional/Regional Safety Risk Manager or his representative in order 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:

- Distribution: Alex Stramrood

The *Tenderer* shall comply with the health and safety requirements contained in Below Form to this Service Information.

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Occupational Health and Safety Act: Section 37(2) Agreement - Form	Document Identifier	240-77037682	Rev	1
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Only in the specific instance and for the specific purpose and to the extent for which it was made or given. This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this Day of 20 at

..... (Place)

(Full name)..... (Signature)on

behalf of (Supplier/Tenderer)

Tenderer Responsible Manager (responsible for signing the Eskom contract on behalf of the tenderer)

Witnesses

1.

2.

Signed this day of20.....

at (Place)

(Full name)..... (Signature).....on

Behalf of **Eskom Holdings SOC Limited.**

(Contracts and/or Project Manager or Eskom's representative)

Witnesses

1.

2.

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Environmental constraints and management

The *Tenderer* shall comply with the environmental criteria and constraints stated in Annexure _____

Guidelines of Compiling an Environmental Policy

Environmental policy

The environmental policy is the driver for implementing and improving the organization's environmental management system so that it can maintain and potentially improve its environmental performance. The policy should therefore reflect the commitment of top management to comply with applicable laws and to demonstrate continual improvement. The policy forms the basis upon which the organization sets its objectives and targets. The policy should be sufficiently clear to be capable of being understood by internal and external interested parties and should be periodically reviewed and revised to reflect changing conditions and information.

Top management shall define the organization's environmental policy and ensure that it:

Top management includes people on site, at head office, or any member of a controlling group designated to be management of the organization.

A site or an operating unit does not need to document its formal adoption of a corporate environmental policy if the corporate policy, as defined by its scope, applies to the site or operating unit. In addition, the corporate policy will need to be adequately specific to the site or operating unit.

If the site or corporate policy is modified to suit the site or operating unit, then these changes must be documented.

a) is appropriate to the nature, scale and environmental impacts of its activities, products or services;

for example, an organization involved in activities with a high environmental risk (for example, scheduled processes) would be expected to provide more specific undertakings in its environmental policy than an organization involved in low risk activities. The environmental policy should also address the different types of environmental impacts of the organization's activities, products or services.

This does not imply that all environmental impacts be addressed in the policy but that the framework of the policy covers all significant impacts (see 4.2 d).

b) includes a commitment to continual improvement and prevention of pollution;

The words "continual improvement" and "pollution prevention" do not need to be explicitly mentioned as long as similar words are used or there are clear statements in the policy that directly address pollution reduction

(for example, waste minimization, source reduction and cleaner technologies) and continual improvement. Pollution prevention is more than just pollution control and requires preventive measures, instead of only control.

c) includes a commitment to comply with relevant environmental legislation and regulations,

Compliance with all relevant legislated and other requirements (National, provincial and local) is a minimum requirement for certification.

Exceptions to this are where:

- a) The authorities have been informed of the non-compliance in writing;*
- b) A corrective action programme is in place;*
- c) Evidence is available that the authorities have accepted the corrective action programme;*
- d) Evidence is available that the corrective action programme is being implemented.*

Where a permit for a process of the organization has expired and the organization can provide evidence of due diligence, for example, records of telephone calls, faxes to the regulator or minutes of meetings with the regulator showing that they are in the process of applying for new permits.

The word comply does not need to be explicitly mentioned in the environmental policy, as long as there are similar words (for example, adhere to, in accordance with) clearly communicating commitment to compliance with legislation and regulations.

d and with other requirements to which the organization subscribes;

The "other requirements" may include:

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- a) Industry initiatives, non-regulatory guidelines or codes of practice such as Responsible Care or more general environmental initiatives such as the business Charter for Sustainable Development to the extent that the organization has formally adopted them;
- b) Agreements with public authorities;
- c) Formal management systems such as SABS ISO 9001/2, NOSA and ISRS; and
- d) Corporate or Head office requirements.

If an organization subscribes to other requirements (as in 4.2(c) a) and b) above in their environmental policy then:

- 1) The certification body will verify compliance with these requirements;
- 2) Compliance with those requirements will not be included in the scope of the certificate; and
- 3) Non-compliance with these requirements could provide grounds for not granting certification.

If an organization subscribes to other requirements (as in 4.2(c)) c) above then the certification body will only verify compliance with the SABS ISO 14001 requirements and not to those other formal management systems. (An exception to this is where the organization requests a combined SABS ISO 14001 and SABS ISO 9000 certification assessment/audit).

e) Provides the framework for setting and reviewing environmental objectives and targets;

The policy should be sufficiently detailed to provide a yardstick against which the organization's environmental performance can be evaluated.

The policy wording must be specific enough so that specific objectives and targets can be formulated from it by the organization in order to implement the policy.

f) Is documented, implemented and maintained ...

The policy can be documented in any form (i.e. paper or electronic).

All the requirements of SABS ISO 14001 shall be addressed and an organization cannot elect to omit any of these requirements from its environmental management system.

Policies tend to set long-term goals.

The policy should be periodically reviewed and revised in response to new information and changing circumstances.

The policy must be reviewed periodically – at least annually.

It is not expected that the policy be reissued annually. A well-developed policy can effectively drive the organization's environmental management system for several years.

g) ... and communicated to all employees;

Communication involves both the transmission and the understanding of the policy.

Communication mechanisms can include posting the policy in common areas, distributing it by memo, and reviewing it at staff or "toolbox talks" meetings.

A person's level of knowledge of the policy should be proportional to his/her level of responsibility in the environmental management system i.e. senior staff responsible for ensuring implementation need a greater knowledge of the policy than personnel at shop-floor level. In the South African context, unskilled, illiterate workers cannot be expected to have in-depth knowledge of the contents of the environmental policy, however all employees are expected to have an idea of the concepts of the environment, why it is important to protect the environment, and of their role in achieving this (see also 4.4.2).

h) is available to the public

The policy must be available to any interested party on request.

The words "is available" do not necessarily mean that the organization has to pro-actively distribute the policy to the public. The organization should however make the public aware of the fact that the policy is available.

A mechanism should be in place to have the policy available to the public.

i) Key component of the policy

The policy provides an environmental purpose and set of values for the organization to follow.

The policy should:

- a) Be relevant and straightforward;
- b) Relay that protection of the environment is a top priority of the organization;
- c) Show commitment to continued improvement of environmental performance and compliance with the laws and regulations;
- d) Clearly specify which organizational activities are covered by the statement;
- e) Be a natural jumping-off point for setting environmental objectives and targets;
- f) Provide a framework for assessing progress made with the targets and objectives that are oriented towards minimizing environmental impacts.

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j) Communication, promotion and support of policy

The policy statement will be totally ineffective if the commitment it contains is not communicated, made available, promoted and supported by all. It is important to note that the policy:

- a) Should be available to all employees in the organization;
- b) Should be communicated repeatedly after a period of time as a reminder;
- c) Should be made available to the public;
- d) Should be promptly provided whenever a copy is required;
- e) Should be signed by top management to show commitment and support.

Repeated exposure is the key to communicating the policy effectively thus it can be posted, communicated through news letters or sent to desktop personal computers.

Quality assurance requirements

As per Contract Supplier Quality requirements.

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Procurement

People

Minimum requirements of people employed

N/A

Skills Development requirements

Skill Type	Eskom's Target (Limpopo Province Candidates)	Tenderer's Proposal (Limpopo Province Candidates)
N/A		

JOB CREATION

Suppliers should indicate the number of jobs to be created and / or retained as a direct result of this contract. This is not an evaluation criterion.

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BBBEE and preferencing scheme

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

Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

The *Tenderer* complies with and fulfils the *Tenderer's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Tenderer's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Tenderer* shall keep accurate records and provide the *Service Manager* with reports on the *Tenderer's* actual delivery against the above stated ASGI-SA criteria.

The *Tenderer's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Tenderer* to comply with his obligations under this contract.

Subcontracting

Preferred subcontracting

The NEC Engineering & Construction Short Contract refers:

Tenderers are requested to submit names of proposed "Subtenderers" to be utilized on this project.

Tenderers are advised that only Eskom Approved Consultants and Tenderers who have completed the necessary Eskom Tenderer Training & Accreditation may be used.

Subcontracting	Section of Work to be Subcontracted	Vendor No.

Subcontract documentation, and assessment of subcontract Contracts

As per Terms and Conditions of NEC Term Services Contract

Limitations on subcontracting

Tenderers are not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher BBBEE status level, unless the intended sub-tenderer is an EME that has the capability and ability to execute the sub-contract.

Attendance on subtenderers

None

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Plant and Materials

Specifications

As per Task Order.

Correction of defects

Defects to be corrected within 1 Week.

***Tenderer's* procurement of Plant and Materials**

Material to be procured Locally, from Eskom approved Supplier.

Tests and inspections before delivery

The inspection to be done by the Service Manager

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

As per Task Order.

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Working on the Affected Property

The Tenderer must adhere the OHSA Act

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

As per Task Order.

People restrictions, hours of work, conduct and records

As per Task Order.

Health and safety facilities on the Affected Property

As per Task Order.

Environmental controls, fauna & flora

As per scope of works

Equipment provided by the *Employer*

None

Site services and facilities

Provided by the *Employer*

Security and Site

Provided by the *Tenderer*

As per Task Order.

Control of noise, dust, water and waste

The Tenderer to adhere to Environment Management Act

Hook ups to existing works

The Tenderer to adhere to Eskom life saving rules

THE COLLECTION, TRANSPORTATION, DISPOSAL, HANDLING OF GENERAL/ DOMESTIC , ORGANIC WASTE AND CLEAN-UP OF HAZARDOUS CHEMICALS SUBSTANCES, FOR VARIOUS ZONES IN THE LIMLANGA(LIMPOPO AREA) OVER A PERIOD OF THIRTY SIX (36) MONTHS ON AN "AS AND WHEN" REQUIRED BASIS. – TZANEEN ZONE

Tests and inspections

Description of tests and inspections

Site Inspection to be done at the end of each Task Order.

Materials facilities and samples for tests and inspections

Materials facilities and samples for tests and inspections the *Tenderer* and the *Employer* are to provide, per core clause 40.2.

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List of drawings

Drawings issued by the *Employer*

Drawing number	Revision	Title
		N/A

Access to the Eskom Web Page

All tenderers must make sure that they can access Eskom Web page at any given time to get the latest drawings and specifications before commencement of any task. Web Access applications can be done through the assistance of Brenda Morrison @ 011 629 5266 or MorrisEF@eskom.co.za

Acknowledgement of Web Access/and or application for Web Access

Ido hereby acknowledge having/applied for access to the Eskom Distribution Website with all Distribution Procedures, Standards and Drawings as they will be listed in the index of the Task Order documents.

I undertake to study and abide by these requirements at all times. If for any reason I cannot access or open any of the files on the web, I will contact the *Employer* immediately.

Tenderers Signature:

Signed at: on the day of

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**SECTION 37(2) AGREEMENT
CONCLUDED BETWEEN
ESKOM HOLDINGS SOC LIMITED**
(Hereinafter referred to as Eskom)

AND

.....
(Name of tenderer/supplier)

I,[(name)representing
..... [insert name of tenderer/supplier], do hereby
acknowledge that [insert name of tenderer/supplier] is an
employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of
1993 ("the Act"), as amended, and agree to ensure that all work will be performed and/or machinery or plant
used in accordance with the provisions of the Act.

I undertake that [insert name of tenderer/supplier] shall strictly
adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and
Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service[insert brief
details of project/service, for example, name, contract/project number]
and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between
..... [insert name of tenderer/supplier] and Eskom, which will
ensure compliance by [insert name of tenderer/supplier] with
the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver
of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of
any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification,
waiver, or consent shall be effective

Occupational Health and Safety Act: Section 37(2) Agreement - Form	Document Identifier	240-77037682	Rev	1
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only in the specific instance and for the specific purpose and to the extent for which it was made or given.
This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the
requisite authority to do so.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature)on

behalf of **(supplier/tenderer)**

Tenderer Responsible Manager (responsible for signing the Eskom contract on
behalf of the tenderer)

Witnesses

3.

4.

Signed this day of20.....

at (Place)

(Full name)..... (Signature).....on

Behalf of **Eskom Holdings SOC Limited.**

(Contracts and/or Project Manager or Eskom's representative)

Witnesses

3.

4.

THE COLLECTION, TRANSPORTATION, DISPOSAL, HANDLING OF GENERAL/ DOMESTIC , ORGANIC WASTE AND CLEAN-UP OF HAZARDOUS CHEMICALS SUBSTANCES, FOR VARIOUS ZONES IN THE LIMLANGA(LIMPOPO AREA) OVER A PERIOD OF THIRTY SIX (36) MONTHS ON AN "AS AND WHEN" REQUIRED BASIS. – TZANEEN ZONE