



## NEC3 Term Service Contract (TSC3)

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

and **[Insert at award stage]**  
(Reg No. \_\_\_\_\_ )

for **Vegetation Management Services on Eskom  
Transmission Western Grid Lines and HV Plant  
Substations for five (5) years on an “as and when  
required” basis**

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**CONTRACT No.**

## PART C1: AGREEMENTS & CONTRACT DATA

<b>Contents:</b>	<b>No of pages</b>
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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:

### **Vegetation Management Services on Eskom Transmission Western Grid Lines and HV Plant Substations for five (5) years on an “as and when required” basis**

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	R
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

**Eskom Holdings SOC Ltd  
60 VOORTREKKER ROAD,  
BELLVILLE,  
7530**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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

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

Note:

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

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

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

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

### For the tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

Name &  
signature  
of witness

Date

**Eskom Holdings SOC Ltd  
60 VOORTREKKER ROAD,  
BELLVILLE,  
7530**

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X13: Performance Bond</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>X20: Key performance indicators</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Service Manager</i> is (name):	<b>TONY BALOKA</b>
	Address	<b>60 VOORTREKKER ROAD, BELLVILLE, 7530</b>
	Tel	<b>021 915 9227</b>
	Fax	<b>086 668 1617</b>
	e-mail	<b>tony.baloka@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>Eskom Transmission Western Grid Lines and Servitudes and HV Plant Substations</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

11.2(13)	The <i>service</i> is	<b>Vegetation Management Services on Eskom Transmission Western Grid Lines and HV Plant Substations</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Removal of cut vegetation is for the Contractor's account and therefore tendered rates include the costs of removal unless otherwise stated</li> <li>• Access to property is at the discretion of Landowners and must be negotiated</li> <li>• Access to Eskom property requires ORHVS Access authorisations</li> </ul>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
2	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>1<sup>st</sup> March 2024</b>
30.1	The <i>service period</i> is	<b>60 months</b>
4	<b>Testing and defects</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 14<sup>th</sup> and 28<sup>th</sup> day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>2 weeks.</b>
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 amounts due in other currencies. LIBOR is the</p>

6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None identified
9	Termination	<p>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</p> <p>Work done by the contractor will be checked by Eskom staff and a non-conformance will be issued if work is not according to the required standard. Where more than five (5) repeated non-conformance is issued to the contractor for the same type of mistake and unwillingness from the contractor to correct are evident, this will be reason for termination of the contract with penalties.</p> <p>The Contractor has 60 days after Contract award to be fully compliant with Eskom Western Grid's SHEQ assessments and ORHVS requirements failing which will be grounds for contract termination.</p> <p>The Contractor may not exceed the Taskorder end date by more than 60 days failing which will be grounds for contract termination.</p> <p>The Contractor will always have fully Eskom Western Grid authorised teams. Contractor teams members may not be unauthorised by more than 60 days failing which will be grounds for contract termination.</p>
10	Data for main Option clause	
A	Priced contract with price list	



20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than <b>4 weeks.</b>																									
<b>11</b>	<b>Data for Option W1</b>																									
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).																								
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.																								
W1.4(2)	The <i>tribunal</i> is:	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	Cape Town 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																								
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.																								
<b>12</b>	<b>Data for secondary Option clauses</b>																									
<b>X1</b>	<b>Price adjustment for inflation</b>																									
X1.1	The <i>base date</i> for indices is	[•].																								
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td colspan="2">non-adjustable</td></tr> <tr> <td>1.00</td><td colspan="2"></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
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<b>X4</b>	<b>Parent company guarantee</b>	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																								

<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• 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</li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>the total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>12 months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>14 days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	
		<b>Z1 to Z14 always apply.</b>

## **Z1 Cession delegation and assignment**

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its

present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 Joint ventures**

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

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

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

## **Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

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

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

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

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

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

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

**Z8 Notifying compensation events**

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

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

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**Z9            *Employer's limitation of liability***

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

**Z11            *Ethics***

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

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

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

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

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

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

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

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

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

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

- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been

found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

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

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

## Z12 Insurance

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

#### Insurance cover 83

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

**INSURANCE TABLE A**

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

Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law
---	---

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

**Insurance  
by the  
Employer**

86

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

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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



minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

#### Notes to a tendering contractor:

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

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

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

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

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

<b>A</b>	<b>Priced contract with price list</b>
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is <b>R</b>
<b>C</b>	<b>Target contract with price list</b>
11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is <b>R</b>
<b>E</b>	<b>Cost reimbursable contract</b>
11.2(12)	The <i>price list</i> is in

## 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"><li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li><li>where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li></ul>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

### **Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

CYCLE 1			
Catalogue number	Vegetation Biomes	Cycle 1 (Rands / m <sup>2</sup> )	Unit
3000015352	Albany Thicket	R 0.56	m2
3000015000	Desert	R 0.69	m2
3000015002	Forest	R 0.72	m2
3000015016	Grassland	R 0.21	m2
3000015064	Savanna	R 0.56	m2
3000015233	Reeds Cut and stacking	R 1.39	m2
3000015235	Reeds Cut and removal	R 3.50	m2
3000015209	Herbicide Application (Substations only)	R 1.37	m2
3000015237	Substation Grass Cutting	R 0.52	m2
3000015014	Fynbos	R 0.35	m2
3000015058	Indian Ocean costal belt	R 0.35	m2
3000015062	Nama-Karoo	R 0.25	m2
3000015067	Succulent Karoo	R 0.25	m2
3000015190	Pure Grass Cutting(Lines)	R 0.15	m2
3000015192	Pure Grass Removal	R 0.12	m2
3000015207	Substation Weeding	R 0.33	m2

CYCLE 2			
Catalogue number	Vegetation Biomes	Cycle 2 (Rands / m <sup>2</sup> )	Unit
3000015321	Albany Thicket	R 0.35	m2
3000015001	Desert	R 0.13	m2
3000015013	Forest	R 0.49	m2
3000015057	Grassland	R 0.13	m2
3000015066	Savanna	R 0.28	m2
3000015234	Reeds Cut and stacking	R 0.72	m2
3000015236	Reeds Cut and removal	R 1.37	m2
3000015210	Herbicide Application (Substations only)	R 1.37	m2
3000015240	Substation Grass Cutting	R 0.52	m2
3000015015	Fynbos	R 0.25	m2
3000015061	Indian Ocean costal belt	R 0.24	m2

3000015063	Nama-Karoo	R 0.12	m2
3000015068	Succulent Karoo	R 0.12	m2
3000015191	Pure Grass Cutting (Lines)	R 0.14	m2
3000015193	Pure Grass Removal	R 0.11	m2
3000015208	Substation Weeding	R 0.30	m2

<b>CYCLE 3</b>			
<b>Catalogue number</b>	<b>Vegetation Biomes</b>	<b>Cycle 2 (Rands / m²)</b>	<b>Unit</b>
3000015211	Herbicides application (Lines)	R 0.36	m2

<b>MODIFIER</b>			
<b>Catalogue number</b>	<b>Modifiers</b>	<b>Spot Price (Rand)</b>	<b>Unit</b>
3000015130	Single tree Event >400mm	R 2 195.03	Each
3000015125	Call Out for Fallen Tree >400mm (Monday - Sat) R1931.50 x 1.5	R 3 291.69	Each
3000015126	Call Out for Fallen Tree >400mm (Sunday + Public Holiday) R1931.50 X 2	R 4 390.05	Each
3000015131	Single tree Event <400mm, 100mm in diameter	R 274.38	Each
	Call Out for Fallen Tree <400mm (Monday - Sat)	R 3 291.69	Each
	Call Out for Fallen Tree <400mm (Sunday + Public Holiday)	R 4 390.05	Each
3000015123	Hedges	R 19.79	m²
3000015124	Fruit Trees (orchards) Trimming	R 1.45	m²
3000015127	Trimming trees in Town & Wind Breaks	R 243.70	Each
3000015128	Invader species Modifier	R 0.37	m²
3000015129	Standing Time Per Hour <b>per member</b> after the first hour waiting for Eskom	94.16	per Hour
3000012418	Daily Rate. Used where less than 235,000 m2 of bush clearing is issued (approximately 12 spans). Also used for isolated areas like substations.	R 9 000.00	per Day
3000014194	Occupational Health and Safety Requirements (32-136) - Inclusive of COVID-19	4%	% Sum of Invoice
3000015258	Personal Protective Equipment appropriate to the task to be performed shall be provided by the Principal Contractor. -Inclusive of COVID-19	1%	% Sum of Invoice

## PART 3: SCOPE OF WORK

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## C3.1: EMPLOYER'S SERVICE INFORMATION

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## 1 Description of the service

### 2 Executive overview

The services rendered on this contract shall in general conform to the requirements of the “**Contract Specification for vegetation Management Services on Eskom Networks (Unique Identifier 240-52456757,)**”, unless otherwise agreed in writing between Eskom and the Contractor.

The objective of Power Line route and Substation Vegetation Maintenance is to ensure the safe mechanical and electrical operation of the Power Line and High Voltage Apparatus and to meet Eskom’s legal, business, social and environmental obligations.

This contract provides for vegetation management services anywhere in the Employer’s Transmission Western Grid;

The Employer may contract with more than one Contractor to provide the service. The Employer reserves the right to allocate any specific task to any Contractor at the Employer’s discretion;

### 3 Employer’s requirements for the service

The Contractor will provide the service according to the latest revision of the following standards and specifications and the standards referenced in these documents:

#### **240-52456757 – Contract Specification for Vegetation Management Services on Eskom Networks**

Any deviation from the above documents must first be approved by the Employer’s representative;

The following clarifies the Employer’s requirements and must be read in conjunction with Standard 240-52456757 – Contract Specification for Vegetation Management Services on Eskom Networks

#### **Price List Clarity**

##### **Quotations**

Although most taskorders will be issued as a desktop exercise there may be a requirement for the Contractor to produce quotations to ensure Task order feasibility. These quotations will be done at the Contractor’s expense

##### **Vegetation Removal**

- The status quo is that all cut vegetation will be stacked more than 20m away from the outer phase conductors and with access paths as per Standard.
- However, where landowners require that vegetation be removed or chipped then this will be done at the Contractor’s expense – the Contractor should consider this when tendering

#### **Vegetation Biomes**

##### Fynbos

This is a highly diverse and prized protected floral kingdom that also poses a high fire risk to power lines. The fire risk to power lines from plants in this biome is further compounded by the atmospheric conditions prevalent in the Western Cape during the Austral summer.

The management of servitudes in Fynbos areas is clearly a very complex matter and great care must be taken when any clearing is done.

##### **Cycle 1:**

- majority of vegetation height is >700mm
- vegetation density is <500mm apart
- No work in the area >3 years
- 2 of 3 of above criteria must be met to qualify as cycle 1 otherwise cycle 2
- Requirements

- ORHVS Access and authorisation
- Requires a permit
- Brushcutter and chainsaw only
- No tractor cutting
- Remove vegetation only if landowner specifically requests it.

Cycle 2:

- majority of vegetation height is <700mm
- vegetation density is >500mm apart
- No work in the area <3 years
- Requirements
  - ORHVS Access and authorisation
  - Requires a permit
  - Brushcutter and chainsaw only
  - No tractor cutting
  - Remove vegetation only if landowner specifically requests it.

Grassland

These are areas where different grass species are found which make up a biome under a conductor span.

Cycle 1:

- majority of vegetation height is >700mm
- vegetation density is <500mm apart
- No work in the area >2 years
- 2 of 3 of above criteria must be met to qualify as cycle 1 otherwise cycle 2
- Requirements
  - ORHVS Access and authorisation
  - Brushcutter and chainsaw
  - Tractor cutting allowed only if specified on the Taskorder
  - Remove vegetation only if landowner specifically requests it.

Cycle 2:

- majority of vegetation height is <700mm
- vegetation density is >500mm apart
- No work in the area <2 years
- Requirements
  - ORHVS Access and authorisation
  - Brushcutter and chainsaw only
  - Tractor cutting allowed only if specified on the Taskorder
  - Remove vegetation only if landowner specifically requests it.

Nama-Karoo

This biome is not known for fire risk and most likely no cutting is required. It is however vulnerable to erosion and veld management activities and must be addressed in the site-specific E.M.P. It is normally used in conjunction with Modifiers on the Price List such as invader species (alien vegetation)

Cycle 1:

- majority of vegetation height is >700mm
- vegetation density is <500mm apart
- No work in the area >4 years
- 2 of 3 of above criteria must be met to qualify as cycle 1 otherwise cycle 2
- Requirements
  - ORHVS Access and authorisation
  - Requires a permit
  - Brushcutter and chainsaw only
  - No tractor cutting

Cycle 2:

- majority of vegetation height is <700mm
- vegetation density is >500mm apart
- No work in the area <4 years
- Requirements
  - ORHVS Access and authorisation
  - Requires a permit
  - Brushcutter and chainsaw only
  - No tractor cutting

Grass cutting

These are areas where different grass species normally mixed with weeds are found in a substation.

Cycle 1:

- majority of vegetation height is >700mm
- vegetation density is <500mm apart
- No work in the area >2 years
- 2 of 3 of above criteria must be met to qualify as cycle 1 otherwise cycle 2
- Requirements
  - ORHVS Access and authorisation
  - Brushcutter and chainsaw
  - Tractor cutting allowed only if specified on the Taskorder

Cycle 2:

- majority of vegetation height is <700mm
- vegetation density is >500mm apart
- No work in the area <2 years
- Requirements
  - ORHVS Access and authorisation
  - Brushcutter and chainsaw only
  - Tractor cutting allowed only if specified on the Taskorder

Grass removal

These are areas where different grass species normally mixed with weeds are found in a substation that were cut and require removal. Normally used in conjunction with Grass cutting.

Cycle 1:

- If used in conjunction with Grass Cutting cycle 1
- Removal of cut vegetation from site and the disposal as per Environmental Requirements.
- Requirements
  - ORHVS Access and authorisation

Cycle 2:

- If used in conjunction with Grass Cutting cycle 2
- Removal of cut vegetation from site and the disposal as per Environmental Requirements.
- Requirements
  - ORHVS Access and authorisation

Reeds Cut and Stack

This is the cutting and stacking of reeds and an appropriate herbicide plan instituted. In areas of high winds such as the Western Cape, reeds should be cleared >20m outside the servitude or as local conditions may indicate. This should be done in full consultation with landowners and with appropriate EMP and Procedures. Because Reeds are associated with wetlands, care should be taken to minimize any impact by the management activities on the wetland.

Cycle 1:

- majority of vegetation height is >1000mm

- vegetation density is <300mm apart
- No work in the area >6 months year
- 2 of 3 of above criteria must be met to qualify as cycle 1 otherwise cycle 2
- Requirements
  - ORHVS Access and authorisation
  - Brushcutter and chainsaw
  - Tractor cutting allowed only if specified on the Taskorder
  - No Removal required.

Cycle 2:

- majority of vegetation height is <1000mm
- vegetation density is >300mm apart
- No work in the area <6 months
- Requirements
  - ORHVS Access and authorisation
  - Brushcutter and chainsaw only
  - Tractor cutting allowed only if specified on the Taskorder
  - No Removal required.

Reeds Cut and Remove

Same as Reeds Cut and Stack but with removal of vegetation included.

Cycle 1:

- majority of vegetation height is >1000mm
- vegetation density is <300mm apart
- No work in the area >6 months year
- 2 of 3 of above criteria must be met to qualify as cycle 1 otherwise cycle 2
- Requirements
  - ORHVS Access and authorisation
  - Brushcutter and chainsaw
  - Tractor cutting allowed only if specified on the Taskorder
  - Removal of cut vegetation from site and the disposal as per Environmental Requirements.

Cycle 2:

- majority of vegetation height is <1000mm
- vegetation density is >300mm apart
- No work in the area <6 months
- Requirements
  - ORHVS Access and authorisation
  - Brushcutter and chainsaw only
  - Tractor cutting allowed only if specified on the Taskorder
  - Removal of cut vegetation from site and the disposal as per Environmental Requirements.

Substation Weeding and Herbicide Application

Removal of weeds and herbicide application as defined by the scope of work.

Cycle 1:

- Substation weeding and herbicide application >18 months from previous work.
- Requirements
  - ORHVS Access and authorisation
  - PCO licence
  - Weeds that are not removed must be cut <100mm from ground and herbicide Tractor cutting allowed only if specified on the Taskorder
  - Removal of cut vegetation from site and the disposal as per Environmental Requirements.

Cycle 2:

- Largely herbicide application with minimal weeding.
- Substation weeding and herbicide application <18 months
- Requirements
  - ORHVS Access and authorisation
  - PCO licence
  - Weeds that are not removed must be cut <100mm from ground and herbicide Tractor cutting allowed only if specified on the Taskorder
  - Removal of cut vegetation from site and the disposal as per Environmental Requirements.

Herbicide Application Only Lines

Application of herbicide only. No chainsaw, brushcutter, tractor or any mechanical cutting involved. Minimal usage of pangas/machete/loppers on regrowth.

Cycle 3:

- Alien vegetation <1000mm tall.
- <1 year after Cycle 1 or 2 vegetation management
- If any 1 of the above mentioned criteria is met then Cycle 3
- Requirements
  - ORHVS Access and authorisation
  - PCO licence
  - Foliage or stump treatment dependant on EMP and SOW
  - Weeds that are not removed must be cut <100mm from ground and herbicide Tractor cutting allowed only if specified on the Taskorder
  - Removal of cut vegetation from site and the disposal as per Environmental Requirements.

**Modifiers**

Single tree events / tree outside the corridor: Mechanically harvest, cut up, remove/stack and do stump treatment (Larger than 400mm diameter)

These are single tree events for trees outside of the servitude or corridor and trunk larger than 400mm diameter.

Single tree events / tree outside the corridor: Mechanically harvest, cut up, remove/stack and do stump treatment (Smaller than 400mm diameter)

These are single tree events for trees outside of the servitude or corridor and trunk smaller than 400mm diameter.

Hedges: Mechanically trim, cut up, remove and dispose

These are for hedges measured in square metres (m<sup>2</sup>)

Fruit trees (orchards) trimming (per square metre)

These are for fruit trees in orchards that require trimming inside and/or outside of the servitude or corridor measured in square metres (m<sup>2</sup>)

Call out for fallen tree (Could be after hours): Same as single trees but rates x either 1.5 in the week and Saturday, or 2 for Sunday and public holidays

Used in the event urgent work requires the Contractor to stop all work and respond in an emergency without proper planning – emergency is defined as within 24 hours response time

Trimming trees in towns and wind breaks, cost per tree, cut and remove bio-waste bush

These are single tree events for trees inside and/or outside of the servitude or corridor. The trees are normally on farms used as windbreakers.

Invader species that modify a described biome above. I.e. Wattle and Port Jackson(This cost will be an additional cost to that provided for in the standard biome above)

Alien vegetation or invader species inside the corridor irrespective of trunk sizes.

Daily Rate.

Used where less than 235,000 m<sup>2</sup> of bushclearing is issued (approximatel 12 spans). Also used for isolated areas on a once off taskorder.

This is a Daily Rate Modifier. This modifier is used where urgent once-off work is required at a remote site and where the bushclearing rate is not feasible. For example, cutting 3 trees that are urgent for Eskom but the site is >200km away which may not be feasible for the Contractor considering that accommodation, travel, meals, operational costs etc must be catered for. This modifier is at the discretion of Eskom.

To use this modifier the following criteria must be met:

- Work is once off.
- Less than 235,000 m<sup>2</sup> is issued on a Taskorder
- The Taskorder must not be part of a series of other taskorders for eg, a powerline or section thereof is given to a contractor and one of the taskorders happen to have <235,000 m<sup>2</sup>. For this example this Modifier will not be applicable.
- Modifier includes substation work where small amounts of bushclearing are required i.e. <235,000 m<sup>2</sup>

Compensation Event

Sloped and inaccessible areas requiring additional safety equipment, rope access and special tree recovery equipment add to the standard vegetation control costs needs to be introduced locally and at Eskom Transmission Grid's discretion

This is an abnormal event which is not covered in this contract. Eskom however will own the equipment and/or tools purchased and the Contractor will hand these over after the scope of work was executed.

Standing time per hour after the first hour waiting for Eskom

Contractor standing time compensation. Two-way communication must be in writing as proof of agreed times.

Compliance to Safety and Environmental Requirements %

A percentage of the Sum of the biomes and modifiers. This is for every Taskorder issued which the contractor uses to comply with all OHSACT and Eskom's SHE requirements, which includes costs for site environmental rehabilitation. The contractor must be able to produce reasonable evidence on how this cost was used during SHE audits.

Personal Protective Equipment (PPE) %

A percentage of the Sum of the biomes and modifiers. This is for every Taskorder issued which the contractor uses to comply with all Eskom's PPE requirements. The contractor must be able to produce receipts when SHE audits are done.

## 4 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
SOW	Scope of Work
PO	Purchase Order
TO	Taskorder
PPE	Personal Protective Equipment
EMP	Environmental management Plan



m <sup>2</sup>	Square metres of an area
ORHVS	Operating Regulations for High Voltage Systems which is an extension of OHS Act
PCO	Pest Control Officer
SHE	Safety Health and Environmental

## 5 Management strategy and start up.

### 6 The Contractor's plan for the service

- The Contractor will report the total number of employees and the total man-hours spent performing this service to the Employer on a weekly basis in a format as specified by the Employer from time to time;
- The Contractor will produce Monthly Safety reporting as specified by the Employer.
- The Contractor will produce Weekly Progress reports on work issued such as % completed vs % incompleting with timelines.
- The Contractor's employees will at all times wear uniforms and use vehicles which are clearly marked with the Contractor's logo;
- The Contractor's employees are expected to undergo police clearance and will carry identity cards as required by Eskom's security.
- The Contractor is expected to obtain signed permission letters from landowners first prior to entering property
- The Contractor will not be allowed to start work unless ORHVS Access authorisation has been given by Eskom Transmission Western Grid.

## 7 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:
<b>Inaugural meeting.</b> To ensure that all Eskom Standards and Procedures are met such as Safety and Environmental requirements. A detailed work program with all the relevant Completion or Sectional Completion dates will be discussed and approved between Eskom and the Contractor at the Inaugural Meeting. An inaugural meeting will be arranged in agreement with all affected parties. All <b>Material Safety Data Sheets</b> for all the chemicals used on site shall be provided by the Contractor and accepted by Eskom.	Within 1 week after contract awarded.	Eskom Bellville building	<i>Service Manager</i> , L&S Manager, Safety and Risk Manager, Environmental Advisor, Contractor and/or his delegates
<b>Meeting 1.</b> To close off all outstanding issues identified from the Inaugural meeting.	Within 3 weeks after contract awarded.	Eskom Bellville building	<i>Service Manager</i> , L&S Manager, Safety and Risk Manager, Environmental Advisor, Contractor and/or his delegates
Risk register and compensation events	Monthly, in the last week of the month.	Eskom Bellville building	Project Manager, Site Supervisor and Contractor and/or his delegates
Overall contract progress and feedback	Monthly, in the last week of the month.	Eskom Bellville building	<i>Service Manager</i> , Safety and Risk Manager, Environmental Advisor,

			LES Representative, Site Supervisor, Contractor and/or his delegates
SHEQ meetings to ensure compliance to Monthly reporting requirements	Monthly, in the last week of the month.	Eskom Bellville building	<i>Service Manager</i> , Safety and Risk Manager, Environmental Advisor, LES Representative, Site Supervisor, Contractor and/or his delegates
Meetings of a specialist nature may be convened by the Contractor, Project Manager or Eskom Representative at times and locations to suit the all Parties. Records of these meetings shall be submitted to the <i>Service Manager</i> by the person convening the meeting within five days of the meeting.	As and when required	TBA	Related stakeholders

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

All meetings shall be recorded using minutes or 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.

## 8 Contractor's management, supervision and key people

The Contractor will keep the Employer updated regarding any changes to employees which are involved in performing the service. This include providing the Employer with a up-to-date company organogram and proof of relevant training to perform the service

## 9 Provision of bonds and guarantees

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

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

## 10 Documentation control

The use of standard TSC3 forms, letters, templates must be used when issuing official communication

## 11 Invoicing and payment

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

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

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
  - The contract number and title;
  - *Contractor's* VAT registration number;
  - The *Employer's* VAT registration number 4740101508;
  - The Purchase Order Number
  - The Taskorder Number
  - 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;
  - Line/Site Description where service has been carried out
  - The total Price for Work Done to Date which the *Contractor* has completed;
  - Other amounts to be paid to the *Contractor*;
  - Less amounts to be paid by or retained from the *Contractor*;
  - The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- 
- Invoices must be signed by the Eskom Supervisor or their Representative
  - Invoices must have an attached Scope of Work which must be signed by the Eskom Supervisor
  - **No invoices will be accepted that differ from the Taskorder values.**
  - The payment interval starts from the date of submission to the *Service Manager*.

Original Invoices are to be submitted to the *Service Manager* personally by hand or by courier to Eskom Bellville Building, 2<sup>nd</sup> Floor, 60 Voortrekker Road, Bellville or as specified by the *Service Manager*.

The Contractor may apply for payment of work done, in the format of the Bill of Quantities, by the first day of each month after the work is completed.

The Eskom Supervisor or Representative shall submit to the *Service Manager* a schedule of completed work done on the last week day of every month.

The *Service Manager* will determine the value of work done in accordance with the Taskorder and submit to Finance for payment.

## 12 Contract change management

The use of standard TSC3 forms, letters, templates must be used when issuing contract change management communication

Instructions for additional work and changes to the original scope of work will only be valid if given in writing by the *Service Manager* to the Contractor. On-site changes made on instruction from anybody else without reference to the *Service Manager* will be for the account of the Contractor.

## 13 Records of Defined Cost to be kept by the *Contractor*

The Contractor is expected to keep Production Sheets for inspection and auditing purposes. Original Landowner Permission letters are also to be kept.

## 14 Insurance provided by the *Employer*

Insurance related queries:

Ms T Mitloun  
60 Voortrekker, Bellville  
Tel: +27 17 749 5068

## **15 Training workshops and technology transfer**

As per Eskom's policies, especially SD&L requirements

It may be required from the contractor to provide Eskom personnel with training during the execution of the works.

## **16 Design and supply of Equipment**

Refer to clause 23.1

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

### **18 Equipment**

- 19 Where Eskom purchased tools or equipment for the Contractor's use, these must be returned to Eskom.

### **20 Information and other things**

All site data gathered like "before and after pictures", site terrain and biome, rehabilitation of the site and landowner details and permission letters will be required at the end of the service period.

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

### **Procedure for Issuing Taskorders for Lines and Servitudes:**

- Eskom issues a Scope of Work (SOW), a Taskorder and where required a Vegetation Permit.
- Contractor signs the Taskorder as acceptance and enters start and end dates for the duration of the work
- A Purchase Order (PO) is then issued and the contractor commences with work.
- The SOW and Taskorder that Eskom issues are normally about 80% accurate so it is the contractor's duty to inspect the entire SOW area to ensure that there are no clearance or fire risks. This is done at the Contractor's expense which should be catered for in tendered rates.
- The onus is therefore on the contractor to ensure that all tower-spans or areas that require cutting are done.
- If a SOW needs to be amended then the Eskom supervisor must verify the SOW change. The SOW change must be signed by the Eskom supervisor before the PO will be amended.
- After the PO is amended only then the Contractor may start on the amended SOW

### **Procedure for Issuing Taskorders for HV Plant (substations):**

- Contractor with Eskom supervisor or delegate inspects the area for vegetation management.
- Contractor issues a quote which must be signed by the Eskom supervisor – quotes are done at the Contractor's expense which should be catered for in tendered rates
- A Scope of Work (SOW), a Taskorder and where required a Permit is issued to the Contractor.
- Contractor signs the Taskorder as acceptance and enters start and end dates for the duration of the work
- A Purchase Order (PO) is then issued and the contractor commences with work.
- If a SOW needs to be amended then the Eskom supervisor must verify the SOW change. The SOW change must be signed by the Eskom supervisor before the PO will be amended.
- After the PO is amended only then the Contractor may start on the amended SOW

### **Restrictions and Limitations**

- Contractor must have ORHVS Access authorisation and must have passed all SHE requirements, including COVID-19 compliance.
- If there are access, landowner or any other issues which delay inspection or work completion then notify the Eskom supervisor.
- Once work is confirmed as being completed, the Eskom supervisor or delegate will inspect and sign off the invoice – allow 2 weeks for response to inspections

- DO NOT request an inspection if all work is not completed. It cannot be expected for the Eskom supervisor to travel to site and find incomplete work. Costs incurred by Eskom as a result of negligence by the Contractor will be recovered as per NEC.
- DO NOT request an inspection if all towers in the SOW have not been inspected by the Contractor's supervisor because Eskom's supervisor will inspect everything.
- DO NOT submit invoices without the signature of the Eskom supervisor.
- All work will be done with chainsaws and brushcutters unless otherwise stated therefore always assume no tractor work
- All contractors have the right to accept and refuse work. Where work is refused by a Contractor then the next available contractor will be contacted.
- **Vegetation Removal**
  - The status quo is that all cut vegetation will be stacked more than 20m away from the outer phase conductors and with access paths as per Standard.
  - However, where landowners require that vegetation be removed or chipped then this will be done at the Contractor's expense – the Contractor should consider this when tendering

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

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

In addition to the requirements of the laws governing health and safety, Eskom may have some additional. The *Contractor* maintains an active accident prevention programme, and appoints a Responsible Person as required by the Occupational Health and Safety Act. The *Contractor* complies with the Construction Regulations specified under this act. The *Contractor* holds safety meetings as required by the Occupational Health and Safety Act and submits minutes to the *Project Manager* within seven days of such meetings.

The Contractor is to submit a risk assessment of procedures followed during all stages of construction. This is to be submitted to the Employer for assessment prior to construction. NO WORK SHALL PROCEED UNTIL THE EMPLOYER HAS REVIEWED AND ACCEPTED THE SAFETY PLAN.

Tenderers are reminded that the works run underneath live conductors and that safe clearance must always apply. Allowance has been made in the *bill of quantities* to cost a Health and Safety Plan for the project, as no additional costs will be considered.

The *Contractor* shall comply with the health and safety requirements contained in Annexure A (TST41-61) to this Works Information.

The Western Grid Safety and Risk Advisor:  
Brandon Cupido  
Eskom Bellville Building, 2<sup>nd</sup> Floor, 60 Voortrekker Road, Bellville  
Tel: 021 915-9240  
Fax: 021 915-9264  
Cell: 082 555 4409

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

- The Contractor shall receive an Environmental Management Programme which the Contractor must manage and implement during the scope of works.
- Contractor to provide temporary toilet facilities during construction.
- The Contractor shall have an understanding of Eskom's basic environmental principles and commitments.
- *Contractor* will be legally liable for any contraventions of Environmental Laws and claims arising from the activities of the *Contractor* shall be for the *Contractors* expense.
- The *Contractor* shall be responsible for all expenses incurred to ensure adherence to the Eskom Environmental requirements as stipulated in the Environmental documentation, EMP and method statements as stipulated above which includes but is not restricted to Environmental Law training courses, Hazardous Substance Management training courses, etc.
- The *Contractor* shall be responsible for all expenses incurred to ensure adherence to National Environmental legislation, Environmental Management Plans, licenses and permits.
- All temporary offices, storage and laydown areas to be adequately demarcated to ensure the safety of people and animals.
- The *Contractor* shall ensure all employees are trained in accordance with the Eskom training requirements as per document 240-83895653 Environmental Training, Awareness and Competence.
- In compliance to Eskom's SHEQ Policy (32-727), the Contractor to ensure;
  - Commitment to safety, health and environmental excellence
  - Conduct business with respect and care for people and minimise or avoid impact on the environment
  - Compliance to environmental legislation, conditions of Environmental Authorisations and requirements set out in environmental management plans
  - Acceptance that all injuries and occupational illnesses, as well as safety and environmental incidents are preventable
  - Report, respond to, investigate, close-out, and share learning from safety and environmental incidents
  - That SHEQ is an integral part of your operations and that:
  - no operating condition, or urgency of service, can justify endangering the life of anyone or cause injury or damage to the environment

- The Contractor shall receive an Environmental Management Plan (EMP) and the Contractor must implement and manage the document – the Contractor must then use the EMP to develop his own site specific EMP.
- Eskom may, at any stage during the currency of this agreement, be entitled to;
  - do environmental audits at the *Contractor's* premises, its work-places and on its employees;
  - refuse any employee, sub-contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of Environmental legislation or Eskom requirements;
  - issue the *Contractor* with a work stop order or a non-compliance should Eskom become aware of any non-compliance to working procedures or conditions with Environmental legislation and requirements.
  - No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the *Contractor shall* have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs incurred in complying therewith from Eskom.
- The Contractor shall appoint a permanent site Environmental Officer from within the site team that will fulfil requirements as stipulated in 240-83791543. The Contractor site Environmental Officer shall be trained as per 240-83791543 and have an alternate in case he/she is off site.

The Western Grid Environmental Advisor:

Adrian Francis

Eskom Bellville Building, 2<sup>nd</sup> Floor, 60 Voortrekker Road, Bellville

Tel: 021 915-9279

Fax to e-mail: 08666 40 872

Cell: 084 250 2225

## 25 Quality assurance requirements

The *Contractor* implements a quality assurance system in order to ensure compliance with the specifications. In this regard the Eskom *Supervisor* may instruct the *Contractor* to perform quality inspections prior to his own inspections, or to assist in inspections.

The *Contractor* complies in full with the requirements of the supporting specifications to this document.

The Eskom *Supervisor* and/or *Service Manager* may request a site inspection 3 months after herbicide application to test for herbicide effectiveness. Herbicide effectiveness is expected to be 90% effective therefore a maximum of 10% regrowth of alien vegetation and weeds will be accepted. **Regrowth is defined as a plant or tree growing from a previously cut stem or trunk.**



## **26 Procurement**

### **27 People**

#### **28 Minimum requirements of people employed**

##### **For Bushclearing and tree felling**

Minimum of 1 team which must consist of

- 1xSupervisor,
- 2xChainsaw Operators,
- 4xbrushcutters,
- 1 x PCO Holder,
- 1xherbicide applicator,
- 2xGeneral workers)

##### **For Substation weeding and herbicide**

Minimum of 1 team which must consist of

- 1xSupervisor,
- 1 x PCO Holder,
- 1xherbicide applicator,
- 4xGeneral workers)

#### **Team Leader:**

The contractor must appoint a Team Leader per team who will be in charge of the day to day activities of the work team. The Team Leader needs training in the following:

- ORHVS module 1,2,3,4 & 7(HVO2)
- Fire Fighting
- Herbicide training
- First Aid level 1 & 2
- Environmental Training
- Environmental Law
- Fall Arrest Training
- Fall Arrest Recovery Training
- PCO license

The above mentioned courses are the most important. Additional training required by government or Eskom standards could be identified at a later stage and will need to be completed in a reasonable negotiated time period.

The Team Leader shall ensure that all safety regulations and procedures are adhered to. He/ she must be on site at all times and no work may be performed if the team leader may not keep direct supervision of work performed. He/ she must be able to assess the risks on the project and ensure that all steps are taken to minimize risks. If work cannot be done safely he should move off site and ask his contract manager and the Eskom Supervisor to assist.

The Team Leader must negotiate all work with Eskom customers. Written permission (use standard Landowner Consent Form) must be obtained from each customer before any work may be performed. The property owner must sign the approved consent form to indicate whether permission is provided or not for access, cutting & herbicides. No work may be performed without the signed approval from the customer. If access is rejected by the customer a Contracts manager must also approach the customer and try to obtain approval. If any work is performed without the signed permission form the Employer will not accept any responsibility for claims submitted by the property owner. The company will need to rectify the situation to the complete satisfaction of the property owner.

#### **Contracts Manager:**

Each Contractor must have a contracts manager (can be senior management). This person will be responsible for safety, quality and production on all of his sites. This contract manager must be available to the Employer or his representatives at all times. He must do regular site and quality inspections by himself and visit each team at least once a week by himself. He is also required to go with the COW to inspect the work completed to date. It should be standard practice that he accompanies the COW to perform safety and quality inspections. The COW will complete the COW Inspection Form site and this must be signed by both the Team Leader and the Contracts Manager. The COW may perform surprise visits without the Contracts Manager

The Contracts Manager will report to the relevant CNC on a regular basis (once a week) to inform him of progress and problems encountered and provide feedback on the work completed during the previous week. The format on which the feedback needs to be provided will be given to him by Eskom. Each company is responsible for his own Quality Management. Part of this is to have a comprehensive Quality Management System for his Company. The practical part of this is inspection by the Contracts Manager to ensure that all work comply too the Eskom standard. On the days that the teams are visited the Contracts Manager must either sign the Pre Task Analysis or complete a separate report which must be filed in Supervisors file as proof of his visit an acceptance of the quality of work performed.

This service will be rated on a 3 monthly basis by the Employer. If not acceptable or if there is too many mistakes on site the contractor will be informed of his poor quality management. This will not be allowed and can lead to suspension or contract termination.

**General:**

- The contractor shall adhere to Eskom procedure ESKASABG3 and shall confirm that he understands the Procedure and will adhere to the procedure at all times.
- The contractor will be required to have Eskom identification on himself and his staff as well as the vehicles which will be supplied to him by Eskom.
- Where any vegetation are very close to or touching Eskom live conductors the contractor will inform the Eskom Supervisor before doing any tree or bush cutting. He will only proceed to cut vegetation when it is safe to do so.
- All work must be performed in accordance with the Scope of work layout.
- Work done by the contractor will be checked by Eskom staff and a non-conformance will be issued if work is not according to the required standard. Where repeated non-conformance is issued to the contractor for the same type of mistake and unwillingness from the contractor to correct are evident, this will be reason for termination of the contract with penalties.

## **29 BBBEE and preferencing scheme**

In accordance with Eskom's policies.

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

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

.  
*[Insert the agreed ASGI-SA Compliance Schedule here]*

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

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

## **31 Subcontracting**

## **32 Preferred subcontractors**

Only specialised services are allowed to be sub-contracted for instances involving Compensation Events..  
The use of subcontractors is at the discretion of *Service Manager*.

### **33 Subcontract documentation, and assessment of subcontract tenders**

In the event of a Compensation Event, the Contractor will identify the subcontractor to be used. The subcontractor will comply with all Eskom SHEQ requirements which must be evaluated and accepted. Safe Work Procedures must be submitted, evaluated and accepted before work can commence.

### **34 Limitations on subcontracting**

Subcontracting is limited to Compensation Events only

### **35 Attendance on subcontractors**

None

### **36 Plant and Materials**

#### **37 Specifications**

Specifications will comply with Eskom SHEQ requirements

#### **38 Correction of defects**

Defects as identified during assessment must be fixed within 2 weeks.

#### **39 Contractor's procurement of Plant and Materials**

The transportation of hazardous substances must be in compliant with regulations and Eskom SHEQ requirements.

#### **40 Tests and inspections before delivery**

Inspections, checklists and records are to be kept of hazardous substances as defined in the EMP, risk assessments and Eskom's SHE requirements

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

No Plant and Materials will be supplied by the *Employer*. All Plant and Materials are to be provided by the *Contractor*

#### **42 Cataloguing requirements by the *Contractor***

All cataloguing requirements must be in compliance with regulations and Eskom's SHEQ requirements.

### 43 Working on the Affected Property

### 44 Employer's site entry and security control, permits, and site regulations

Due to the nature of the Works being on an as-and-when-required basis the exact locations cannot be stipulated however the Works will be within the Western Grid which covers the geographical area of the Western Cape and Northern Cape provinces.

The Works will be in the Western Grid Lines and Servitudes areas:

#### CAPE PENINSULA

- Greater Cape Town, including Athlone Industria, Somerset West, Paarl up the west coast to Koeberg and Atlantis.

#### WEST COAST

- From Atlantis to Vredenburg, Vanrhynsdorp and in land to Calvinia and Loeriesfontein – about 10% of the work in these areas

#### SOUTHERN CAPE

- From Somerset West to Botrivier, Worcester, Caledon, Swellendam, Mosselbay, George and up to Beaufort West - about 10% of the work in these areas

#### KAROO

- From Worcester to Laingsburg, Beaufort West, Victoria West, De Aar - about 5% of the work in these areas

#### KIMBERLY

- From Kimberly to Upington Areas

#### NORTHERN CAPE

- Upington, Kenhardt and down to Loeriesfontein, Keimoes, Pofadder

#### NAMAQUALAND

- From Aggeneys to Springbok, Port Nolloth, Alexander Bay

Landowners shall be consulted before entering private property even though the site might be within the borders of the Eskom servitude. A landowner consent form will be given to the Contractor for the Landowner and Eskom Representative to sign. **Work cannot begin unless the landowner consent form is signed by all stakeholders.**

Vegetation Management are also contained in the Koeberg Nature Reserve and compliance with Koeberg's restricted access need to be taken into account when tendering.

The use of 4x4 vehicles will be required. Access will not necessarily be continuous along the servitude.

The following is an indication of accessibility:

<b>Servitude accessible by 4 X 2 wheel vehicles</b>	10%
<b>Servitude accessible by 4 X 4 wheel vehicles</b>	85%
<b>Inaccessible by vehicle</b>	5%

Condition of servitude roads:

<b>Servitude roads in good condition</b>	20%
<b>Servitude roads in fair condition</b>	40%
<b>Servitude roads in poor condition</b>	40%

### 45 People restrictions, hours of work, conduct and records

Hours of work is between 08:00 and 16:30 and excludes weekend work and public holidays, however in the event of an emergency declared by the *Service Manager* then working times will be re-negotiated.. Arrangements outside these times must be agreed in writing with property owners - copies and originals must be sent to the Service Manager and Eskom *Supervisor* and also made readily available on site.

It is very important that the *Contractor* keeps records of his people on Site, which the *Service Manager* or *Supervisor* have access to at any time. These records may be needed when assessing compensation events.

## 46 Health and safety facilities on the Affected Property

The Contractor shall do their own negotiations for the erection of any camp(s) and accommodation for his personnel required to provide the works, and ensure compliance with all by-laws and requirements of the relevant authorities.

The Contractor provides the necessary services - water, electricity, sewerage, toilet facilities etc. The Contractor arranges for a communication network, including telephones, to suit his needs. Note must be taken that cell phone reception is not available on certain sections along the lines. Water will have to be transported to site where various construction teams are utilised. Water is not available along the line route.

**NOTE: The Western Cape is experiencing a drought that has been declared a National Disaster area. The Contractor should take all measures of saving water and complying with laws governing the use and supply of water. The supply and use of water will be for the Contractor's account.**

The Contractor removes all evidence of construction camp(s) on completion, and rehabilitates the area to the satisfaction of the landowner and the Supervisor.

The Contractor shall provide sanitary amenities, first aid and fire fighting facilities as required by the Occupational Health and Safety Act.

The Contractor supplies all plant and materials required for completing the works.

The Contractor shall provide all connections, extensions and additional supply points necessary for the works. Any measures which the Contractor may require to maintain continuity and quality of supply shall be arranged by him at his own expense.

## 47 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

Refer to the above mentioned Environmental requirements and compliance to the relevant EMPs

Since the Works are not regarded as major construction works, significant damage to existing access roads are not envisaged. However, to limit construction damage, the following limitations will apply during the works:

- No large construction vehicles (exceeding 5 tons) will be allowed to operate in wet conditions, or where access roads show significant signs of distress. No delivery trucks with a load capacity of more than 2m<sup>3</sup> will be allowed to operate on the site. In general, the use of LDV's to execute works should be sufficient, and is encouraged.
- The Contractor shall photograph or video the condition of privately owned access roads, with particular attention to roads in sensitive areas, or roads showing signs of distress. These records are to be kept to assist in the prevention of frivolous claims from landowners.

## 48 Cooperating with and obtaining acceptance of Others

Vegetation management will be required in Nature Reserves and National Key Points such as Koeberg. The Contractor is to make all the necessary prior arrangements with Koeberg security for all access requirements to the lines requiring vegetation management. Failure to do this will result in access to site delays.

An Eskom Representative will provide the contractor a Landowner consent form and before any work is carried out the Landowner will need to sign the form in agreement that the contractor may come and work on their land. This form will need to be signed by the Landowner, the Contractor and the Eskom Representative.

- A detailed list of landowner contact details will be provided to the contractor before the works will begin. Landowners require typically 2 weeks notification prior to accessing their property and the Contractor will adhere to this requirement.
- Where difficult (access refused) landowners are encountered Eskom will be contacted to handle negotiations.

- The Contractor will be held liable for delays caused where negotiated conditions with the landowner are not met.
- The contractor will need to attend induction with respect to Landowners and access.

Existing servitude gates are to be used at all times.

Refer to Access to Farms document and above mentioned Landowner consent form that requires compliance

#### **49 Records of *Contractor's* Equipment**

The Contractor is responsible for his own insurance of his equipment. The Contractor to take stock of his material and equipment on a regular basis and any shortage to be reported to the *Service Manager* immediately.

#### **50 Equipment provided by the *Employer***

None. All equipment to be provided the Contractor

#### **51 Site services and facilities**

##### **52 Provided by the *Employer***

None. All site services and facilities to be provided by the Contractor.

##### **53 Provided by the *Contractor***

See 5.3 above

#### **54 Control of noise, dust, water and waste**

As per approved Landowner consent form

#### **55 Hook ups to existing works**

None

#### **56 Tests and inspections**

##### **57 Description of tests and inspections**

Once the SOW on a Taskorder is completed the Contractor requests an inspection. The Eskom Supervisor must be given at least 2 weeks to respond. The inspection is done with reference to the SOW and Taskorder. If the work is complete then the Eskom Supervisor will sign both the SOW and Invoice. The Contractor will submit the signed invoice and SOW to the *Service Manager*.

If the work is incomplete then the Supervisor will report this to the *Service Manager*.

If the SOW is found inaccurate, then the SOW must be amended by the Contractor and signed off by the Eskom Supervisor. An amended Taskorder and PO will then be issued by the *Service Manager* – **only on issuing of an amended PO may the Contractor start work.**

**It is the responsibility of the Contractor to ensure that the SOW issued is accurate and therefore should not unnecessarily request an inspection from the Supervisor if the SOW has not been verified. Repeat offences will result in the Employer claiming compensation and may even consider contract termination.**

The Eskom *Supervisor* and/or *Service Manager* may request a site inspection 3 months after herbicide application to test for herbicide effectiveness. Herbicide effectiveness is expected to be 90% effective therefore a maximum of 10% regrowth of alien vegetation and weeds will be accepted. **Regrowth is defined as a plant or tree growing from a previously cut stem or trunk.**

**58 Materials facilities and samples for tests and inspections**

None

## **59 List of drawings**


### **60 Drawings issued by the *Employer***

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

No drawing are required for this contract



## 61 APPENDIX A – Taskorder Template

	<b>NEC3 Term Service Contract (TSC3)</b>				<b>Contract No.</b>				
	<b>Taskorder Number</b>				<b>Contractor Name</b>				
<b>TITLE OF THE CONTRACT</b>		Vegetation Management Services on Eskom Transmission Western Grid Lines and HV Plant Substations							
CONTRACTOR:		EMPLOYER: ESKOM TRANSMISSION - WESTERN GRID							
CONTACT PERSON/S:		CONTACT PERSON/S:							
ADDRESS:		ADDRESS:							
TELEPHONE:		TELEPHONE:							
FAX NO:		FAX NO:							
<b>THE TASK IS:</b>									
<b>THE EMPLOYER IS REPRESENTED FOR THIS TASK BY:</b>		CONTACT PERSON							
		ADDRESS:							
		TELEPHONE:							
		FAX NO							
<b>PLEASE CARRY OUT THE TASK IN ACCORDANCE WITH THE ABOVE REFERENCED CONTRACT, WHICH INCLUDES THE DATA, STATED IN THIS TASK ORDER</b>									
<b>ITEM</b>	<b>DESCRIPTION</b>					<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>PRICE</b>
1									
2									
3									
4	<b>SUBTOTAL</b>								
5									
6	SAFETY					%			
7	PPE					%			
						<b>TOTAL</b>			
<b>START DATE:</b>				<b>END DATE:</b>					
<b>Amplify the Works and Site Information, if necessary, regarding anything to be provided by either Party to the other and any particular plans or interfaces for this Task.</b>									
<b>ACCEPTED BY THE CONTRACTOR</b>		PRINT NAME			SIGNATURE			DATE	
<b>CLIENT REPRESENTATIVE</b>		PRINT NAME			SIGNATURE			DATE	
<b>ENVIRONMENTAL ADVISOR</b>		PRINT NAME			SIGNATURE			DATE	
<b>EMPLOYER</b>		PRINT NAME			SIGNATURE			DATE	