



## NEC3 Term Service Contract (TSC3)

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

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

for **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

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<b>Contents:</b>	<b>No of pages</b>
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<b>Part C2 Pricing Data</b>	<b>[•]</b>
<b>Part C3 Scope of Work</b>	<b>[•]</b>

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

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**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.****PART C1: AGREEMENTS & CONTRACT DATA**

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<b>Contents:</b>	<b>No of pages</b>
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<b>C1.2a Contract Data provided by the <i>Employer</i></b>	<b>[•]</b>
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**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

# 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:

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is <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*.

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**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

.....  
(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

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

No.	Subject	Details
1	N/A	N/A
2	N/A	N/A

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)*

*(Insert name and address of organisation)*

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

## 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:	
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div> dispute resolution Option	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b>
	and secondary Options	
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X1: Price adjustment for inflation</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X2 Changes in the law</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X17: Low service damages</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X18: Limitation of liability</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X19: Task Order</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X20: Key performance indicators</b>
		<b>Z: <i>Additional conditions of contract</i></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>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
10.1	The <i>Service Manager</i> is (name):	<b>[•]</b>
	Address	<b>[•]</b>
	Tel	<b>[•]</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)

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	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Tutuka Properties
11.2(13)	The <i>service</i> is	The Provision of horticulture services for real estate's properties in Standerton area on an as and when required basis for the period of 60 months.
11.2(14)	The following matters will be included in the Risk Register	Labour strikes, Power supply interruptions or failures, Municipal water interruptions, Community Unrest
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	24 Hours
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	Not Applicable
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	60 Months
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	On completion of each task
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 Days
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and  (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the

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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	<b>Compensation events</b>	<i>Works, spares or services</i> not included in the Scope of work
7	<b>Use of Equipment Plant and Materials</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
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> <li>1. <b>Contractor</b> not understanding Scope of work</li> <li>2. Unavailability of personnel to do <i>works</i></li> </ol>
9	<b>Termination</b>	Termination will be dealt with as per NEC3 TSC termination clauses.
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>Not Applicable</b>
11	<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).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]

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	e-mail	[•]
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	Mpumalanga Province 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.

**12 Data for secondary Option clauses**

<b>X1</b>	<b>Price adjustment for inflation</b>																									
X1.1	The <i>base date</i> for indices is	The month prior the closing date of the enquiry																								
	The proportions used to calculate the Price Adjustment Factor are:	<table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <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>15%</td> <td>non-adjustable</td> <td></td> </tr> <tr> <td></td> <td>100</td> <td></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	15%	non-adjustable			100	
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15%	non-adjustable																									
	100																									
<b>X2</b>	<b>Changes in the law</b>	Of the Republic of South Africa																								
<b>X17</b>	<b>Low service damages</b>																									
X17.1	The <i>service level table</i> is in	Appendix A on the second last page of this document																								
<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	Value of the Contract																								
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or	the amount of the deductibles relevant to the event																								

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<p>X18.3</p> <p>X18.4</p> <p>X18.5</p>	<p>damage to the <i>Employer's</i> property is limited to</p> <p>The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to</p> <p>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</p> <p>The <i>end of liability date</i> is</p>	<p><b>The greater of</b></p> <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> <p>the total of the Prices other than for the additional excluded matters.</p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <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> <p><b>Not Applicable</b></p>
<p><b>X19</b></p>	<p><b>Task Order</b></p>	
<p>X19.5</p>	<p>The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within</p>	<p><b>One (1) day of receiving the Task Order</b></p>
<p><b>X20</b></p>	<p><b>Key Performance Indicators (not used when Option X12 applies)</b></p>	
<p>X20.1</p>	<p>The <i>incentive schedule</i> for Key Performance Indicators is in</p>	<p><b>Appendix B</b> on the last page of this document. No incentives will be paid out for Key performance indicators.</p>
<p>X20.2</p>	<p>A report of performance against each Key Performance Indicator is provided at intervals of</p>	<p>The performance of the <i>Contractor</i> will be assessed 6 monthly to ensure transparency and good performance is sustained</p>
<p><b>Z</b></p>	<p><b>The <i>additional conditions of contract</i> are</b></p>	<p><b>Z1 to Z14 always apply.</b></p>

**Z1 Cession delegation and assignment**

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- 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

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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.

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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

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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

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**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	<b><u>Loss of or damage to property</u></b>

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

(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	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**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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**

## Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.

- 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.

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

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

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (“Asbestos Regulations”). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

### **Additional Z clauses**

- **The performance of the *Contractor* will be assessed 6 monthly to ensure transparency and good performance is sustained.**
- **The *Employer* reserves the right to terminate the contract should the *Contractor* fail to deliver/perform the service/s as per the scope of work.**
- **The *Employer* reserves the right to terminate the contract, once 3 non-conformances are raised against the *Contractor*.**

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

## C1.2 Contract Data

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

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:	

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

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

<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>

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

**PART 2: PRICING DATA**

**TSC3 Option A**

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

## Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.

### • 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:

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

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

### **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*

DESCRIPTION	RATE PER M <sup>2</sup>
<b>MOWING AND TRIMMING AS AND WHEN REQUIRED</b>	
VACANT STANDS	
VACANT HOUSES	
OFFICE	
ESKOM HUB	
ESKOM CLUB	
ESKOM FLATS	
<b>WEED CONTROL ON PAVED AREAS AS AND WHEN REQUIRED</b>	
ESKOM OFFICES	
ESKOM HALL PARKING AREA	
ESKOM FLATS	
ESKOM CLUB	
ESKOM HUB	
<b>CUTTING OF GRASS</b>	
VACANT HOUSES	
VACANT STAND	
OFFICE	
<b>RAKING AND SWEEPING( WINTER)</b>	
VACANT HOUSES	
VACANT STAND	
OFFICE	
<b>FERTILIZING OF AT OFFICES</b>	
<b>FLOWER BEDS</b>	

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

STAFF	NUMBER OF PEOPLE	RATE/HR
SUPERVISOR	1	
SAFETY OFFICER	1	
GENERAL WORKERS	13	
TRACTOR DRIVER/SLASHER	1	

P & G			RATE	TOTAL
TRANSPORTATION	RATE PER KM			
MEDICALS	NUMBER OF PEOPLE	15		
SAFETY FILE	ONCE-OFF			

The total of the Prices

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

**PART 3: SCOPE OF WORK**

<b>Document reference</b>	<b>Title</b>
	This cover page
C3.1	<i>Employer's Service Information</i>
C3.2	<i>Contractor's Service Information</i>

## Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.

# : EMPLOYER'S SERVICE INFORMATION

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# **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

## **1. Description of the service**

### **1.1 Executive overview**

The purpose of this contract is to appoint a suitably qualified *Contractor* for the Provision of Horticulture services for real estate properties in Standerton area.

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

#### **SCOPE OF WORK**

#### **Provision of Horticulture Services for Standerton Area.**

The purpose of this Contract is to provide Horticulture Services for Standerton area.

- The *Contractor* will be responsible to deliver the services as required in the scope of work "as and when required".
- The *Contractor* will be required to supply sufficient personnel and transport as and when required to service this contract.
- The *Contractor* to provide management of labour, transport, equipment, tools, and consumables to carry out the services as specified in compliance with the client's environmental policy and other conditions he may have deemed fit to impose.
- The *Contractor* will comply with the rules, regulations, and standards in force at the workplace. (Emphasis on Safety, Health, and Environmental compliance to regulations)
- The agreement will be enhanced by regular and open communication, joint planning, co-operation and sharing of responsibilities around the image and specific culture of the business unit.

#### **Mowing/trimming/fertilizing.**

Mowing, trimming, brush cutting and cleaning tasks must be performed as a unity at all times to ensure a uniform length and aesthetic acceptable appearance.

Although the service calendar details the number of times a given area needs to be cut, these may vary in numbers due to climatic factors.

Weather permitting, the *Contractor* will schedule his/her mowing and trimming in accordance with the service calendar to achieve an acceptable clean cut, groomed and "finished off" look.

The height of mowing may differ from place to place, and the method of mowing and trimming may vary according to the type of grass and the standard of finish required.

The result must comply with professional gardening standards and with the client's requirements (uniform length & aesthetic acceptable appearance).

Where mowing has taken place in wet conditions, ride-on and push- mowers may leave tread marks and windrows of half or uncut grass.

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

These conditions may necessitate extra mowing care that the *Contractor* will undertake as soon as the soil has dried out sufficiently for him to do so successfully.

No overgrown grass in drains, water meters (to be kept clean of litter etc.) and/or road edges.

Fertilizing; as per specifications in (August, November & February

### **All Flowerbeds**

Beds differ in character and in the quantity of plant material they carry. Different bed cleaning methods are used to achieve an end result of conformance to standards, neatness, and cleanliness and having a pleasing appearance.

The *Contractor* will adapt his/her cleaning method to the requirements of the bed.

Exposed soil will be weed free with no foreign objects and levelled out. Where beds are covered with mulch or any other soil additive this must also be weed free and free of foreign objects.

Beds totally covered with ground cover planting may have to be cut back periodically and removed to stimulate new growth.

### **Weed & Pest Control (Manual or Chemical)**

The eradication of weeds whether manually, mechanically or by chemical means is the responsibility of the contractor.

The *Contractor* will determine the most effective method of weed eradication and remove such weeds when required according to the rules of normal professional garden practice.

The *Contractor* will ensure that herbicides will cause no long-term soil imbalance / or detrimental effect as a result of the indiscriminate use of such herbicides.

The eradication of weeds applies to all specified areas within the contract. (An Environmental clause might be stipulated on the MSDS or alternatively else the product must be accompanied by a report from the supplier relating to probable impacts)

Application of herbicides must adhere to all safety, environmental and health legislation, and regulations.

A suitable qualified person who is registered in terms of the Chemicals Control Act (Act 36 of 1947) must handle the application of these chemicals (PCO license). Only approved herbicides may be utilized. Material safety data sheets (MSDS) are a requirement.

The control of pests applies to outdoor areas only, lawns, flowerbeds, trees, shrubs, and other foliage.

The *Contractor* will, under the rules of normal professional garden practice, control such pests as and when their appearance becomes evident or in the interests of the plants affected so as not to detract from the general appearance of the contracted areas.

The *Contractor* undertakes to limit the use of such pesticides as to avoid any long term's adverse effects such chemicals may have on plant growth and soil fertility.

Pests are identified as insects that may invade plant material. As with the application of chemicals for weed, a suitable qualified person who is registered in terms of the Chemicals Control Act, must apply / utilize chemicals used for the control of pests. PCO License is a requirement.

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

Daily update of the chemical usage registrar is required (Haz. Substance, amount, person, key control).

A report of all hazardous substances used with MSD's needs to be forwarded to the environmental co-ordinator on six monthly bases. (Required for the BI-annual environmental report)

Thinning out / removal of dead flowers

Thinning out particularly in flowerbeds.

**Thinning out where overgrowth results in an unsightly appearance.**

Thinning out when plant matter grows uncontrolled and not in accordance with professional gardening practice.

This activity will be undertaken timorously to check unfavourable growth and maintain correct "fullness and appearance" of the area while avoiding any adverse effects on the recovery of the remaining plants and their long-term ability to mature.

The *Contractor* may choose to thin out annually or as an ongoing exercise depending on the growth and development of the plants.

**Raking / Sweeping**

Debris in the form of leaves, grass cuttings, twigs and other garden waste will be swept or raked into a pile, bagged, and removed by the *Contractor* before such debris becomes unsightly.

The *Contractor* will remove all garden waste to a site designated for this purpose (municipal dumping site).

**Management of litter**

Removal of litter throughout the year is a requirement. Ground litter needs to be uplifted from the contract maintenance areas and placed in appropriate plastic bags / bins, as per task order/request.

**Garden refuse uplifting and removal**

Garden refuse is that which is generated by the contractor during the course of his normal activities.

The refuse will include grass clippings, branches, leaves and other plant matter that may also consist of other objects (rocks, bricks, cement etc.) that need to be disposed of from the contract maintenance areas according to the service agreement.

This refuse is disposed of within 24 hours to a designated dumping site.

**Removal of Trees and Shrubs:**

To be removed as per request

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

### **Water**

An adequate supply of water under pressure and in close proximity to the various areas (where applicable) will be supplied to the *Contractor* for the duration of this agreement.

### **Paved Areas**

Includes all paved areas where gardening activities are executed, in areas maintained as per scope. Should be controlled by usage of a suitable, acceptable, and registered chemical (see clause 1.2 .3 in Scope). All dead plant matter to be removed.

### **Maintenance Program**

The service frequency calendar at the discretion of the *Employer* can be changed to cater for inconsistencies in climatic conditions and other factors that may influence the schedules services. Certain other services are not specifically scheduled and are undertaken as and when they may be required according to the rules of professional garden practice.

### **Burning of waste or burying of waste on site is not allowed.**

Where the *Employer* and the *Contractor* have agreed that *the Contractor* is responsible for the disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates on file.

### **Hazardous waste**

Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the Contractor to ensure safe removal from the property to a registered Class 1 site.

- The *Contractor* shall comply with the *Employer's* environmental management procedures and Environmental legislation.
- Environmental incidents shall be reported to the *Employer's* Environmental Department as per incident management requirements.

### **Recommended equipment, tools, and materials to perform all activities, to be provided by the Contractor but not limited to the following:**

- \* 1 X Push mowers
- \* 2 X Ride-on tractors
- \* 6 X Brush cutters (2 X fire extinguishers requirement)
- \* 2 x leaf blowers
- \* 1 x Tractor with the slather for vacant stand and entrance etc.
- \* 2 X Designated vehicles to transport all personnel and equipment in accordance with Eskom rules and regulations. Note: Contractor to supply a vehicle to remove rubble on a daily basis.

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

### **Staff**

The Service provider should make provision for rainy days. Employees can work extra hours or over time to cover the time lost during the rainy day.

- \* 1 X Designated supervisor
- \* 1 X Safety officer
- \* 13 X General labourers
- \* 1 X Tractor drivers with authorized driver

Note: The *Contractor* should come to site with the required tools/equipment in the morning and leave with it in the afternoon. The *Employer* will not be liable for the loss of tools and the equipment of the *Contractor*.

### **PPE**

Correct PPE per year as per prescribed *Employer's* Safety Regulations not limited to the following:

- Safety boots
- Gumboots
- 2 X overalls (with company engraved on it)
- safety goggles – garden services
- gloves
- Raincoats
- Two Golf shirts for summer (with company logo engraved on it)
- Dust masks
- Ear plugs

Protective equipment to be marked with company name.

Personnel protective equipment to be maintained in a good and clean condition and if torn needs to be replaced.

Records for issuing of personnel protective equipment to employees to be kept by *Contractor* for audits by the *Employer* when required.

### **Safety**

The *Contractor* complies with the provision of the Occupational Safety and Health Act (OSH ACT) as laid down by the Inspectorate of the Department of Manpower and endeavors to uphold the principals and requirements of the act at all times.

All vehicle drivers to be in possession of a valid driver's license and competence clearance, pertaining operating of all grass cutting equipment (ride-on mowers, push mowers, brush cutters etc.) and cleaning equipment (buildings)

All employees to complete induction and have medical certificates prior to commencement date of contract.

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

The Supervisor and his team will be required to conduct a site-specific risk assessment, to determine any risks and challenges, which maybe encountered in terms of the space, position, location (surrounding environment) and work that needs to be performed.

*Contractors* Employees shall undergo a medical screening examination before being allowed on site and all employees' medical fitness shall be kept in the contractor's safety file. (Medical screening examinations costs are the responsibility of the contractor).

*Contractor* Safety files to be approved by the *Employer's* risk management before work may commence on site and be available at any time for audits by *Employer*.

*Contractors* to supply employees with all required personal protective equipment and the costs are the responsibility of the *Contractor*.

Personnel protective equipment must be clearly marked with company name and logo as well as to issue each employee with a permit that is clearly visible for identification.

*Contractor* to ensure that toolbox talks, and a signed risk assessment has been conducted and that all employees have signed both documents for work that is to be conducted and ensure that they are signed by *the Employer's* responsible supervisor before work commences.

*Contractor* responsible person to attend a morning meeting held at the Eskom properties maintenance office Monday to Friday at 07h00 for daily works requests and feedback on defects completed, *Contractor* also responsible to attend the monthly safety meeting as well as any other meeting requested by Eskom.

### **Quality management**

Service Provide to conform with ISO 9001:2015 Requirements (All work done must in good Quality)

Where applicable Quality Controls Plans are required, service provider is required to compile, send it to the *Employer's* Engineer for approval.

Conform to the *Employer's* documented information such as. QM58, Policies control of non-conformance products and services

Supplier might be subjected to internal and external audit.

All records / documented information that will be arising from this project must be remain with client, such as Job cards.

Supplier to provide necessary competency to fulfil the job.

### **Environmental Management**

It is made known to the *Contractor's* that the Power Station is situated in an environmentally sensitive area.

The *Contractor* acquaints himself with all statutory and local environment regulations and adheres to these without exception.

The *Contractor* complies with the Hazardous Chemical Regulations when using any hazardous chemicals, as well as complying with the requirements of the National Environmental Management Act of 1998.

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

Waste generated from carpeting and tiling activities must be either be recycled for alternative use or disposed of at the nearest registered waste disposal facility.

Records of disposal include waste manifests and disposal records as issued by the disposal facility.

Any material removed as waste and used for recycling must be recorded.

Records for the recycling and disposal must be submitted along with invoices.”

**General**

No work to be conducted on a house without prior permission of the tenant, if tenant is not at home an *Employer’s* work contact slip to be left as to inform tenant that you were there so that another time can be arranged.

Five job observations to be done each month as well as a copy of the tool inspection list and handed to the responsible Eskom supervisor.

The *Contractor* must supply all labour, transport and tools to complete task orders issued for maintenance on the properties.

All sites must be cleaned etc. must be removed from site by the *Contractor* to a registered dumping site

All drill work at nu/tech fibre cement houses must be done according to regulations.

**1.3 Interpretation and terminology**

**1.3.1 Definitions**

Definition	Explanation
Competent person	(OHS Act) means any person having the knowledge, training, experience, and qualifications, specific to the work or task being performed, provided that, where appropriate, qualifications and training are registered in terms of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995)
Contractor	In relation to this document, where the word “Contractor” is used, it will mean all or some of the following: principal Contractors, appointed Contractors, suppliers, vendors, service providers and consultants
<i>Employer</i>	(OHS Act) means, subject to the provisions of subsection (2), any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him/her, but excludes a TES (ex-labour broker) as defined in section 1(1) of the Labour Relations Act 1956 (Act No. 28 of 1956)
Environment	(32-94) means: the land, water, and atmosphere of the earth; micro-organisms and plant and animal life; and any part or combination of (a) and (b) and the interrelationships among and between them, and the physical, chemical, aesthetic, and cultural properties and conditions of the foregoing that influence human health and well-being

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

<b>Definition</b>	<b>Explanation</b>
Eskom requirements	Eskom requirements flowing from directives, policies, standards, procedures, specifications, work instructions, guidelines, or manuals
Hazard	(OHS Act) means a source of, or exposure to, danger
Health and safety plan	(OHS Act) means a document plan that addresses hazards identified and includes safe work procedures to mitigate, reduce, or control hazards identified
Health and safety requirements	Means comprehensive health and safety requirements for a contract, project, Site, and scope of work. This specification is intended to ensure the health and safety of persons, both workers and the public, and the duty of care to the environment. The health and safety requirements must be specific to each contract, project, Site, and scope of work
Lifesaving Rules	(240-62196227) a rule that, if not adhered to, has the potential to cause serious harm to people
Method statement	(OHS Act) means a written document detailing the key activities to be performed to reduce, as reasonably as practicable, the hazards identified in any risk assessment
Near miss	A near miss is an OHS event that did not result in human injury or damage but had the potential, under different circumstances, to cause human injury or property damage. This includes the reporting of hazards or unsafe conditions.
Pre-job brief or meetings	(34-227) means a meeting that is held prior to the commencement of the day's work and that is attended by all the relevant employees associated with the work task
Risk assessment	(OHS Act) means a programme to determine any risk associated with any hazard at a Construction Site to identify the steps needed to be taken to remove, reduce, or control such hazard.
Site	(34-228) means an Eskom department, unit, complex, building, specific project, work site, or the site where agents, clients, principal Contractors, Contractors, suppliers, vendors, and service providers provide a service to Eskom, directly or indirectly
Task	(34-227) a segment of work that requires a set of specific and distinct actions for its completion

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

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

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
B-BBEE	Broad Based Black Economic Empowerment
COC	Certificate of Compliance
CPA	Cost Price Adjustment
ERE	Eskom Real Estate Department
ISO	International Organization for Standardization
LAR	Local Access Register
N/A	Not Applicable
OHSACT	Occupational Health and Safety Act
PPE	Personal Protective Equipment
PPPFA	Preferential Procurement Policy Framework Act
QMS	Quality Management Systems
RP	Responsible Person
SABS	South African Bureau of Standards
SAP	System Application Product
SAP	System Application Product
SD&L	Supplier Development & Localisation
SHEQ	Safety Health Environment and Quality
SOW	Scope of work
SOW	Scope of work
TBA	To Be Announced
TBC	To Be Confirmed
VAT	Value added Tax
YTD	Year to date

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

**2 Management strategy and start up.**

**2.1 The Contractor’s plan for the service**

The *Contractor* must detail below a plan which stipulates how he intends on performing the *service* throughout the *service* period, as required by clause 21.2.

Staff structure

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor’s* plan.

**2.2 Management meetings**

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

<b>Title and purpose</b>	<b>Approximate time &amp; interval</b>	<b>Location</b>	<b>Attendance by:</b>
Contract kick-off	Once off	Standerton / Thuthukani	<i>Employer / Service Manager / relevant Eskom representatives and appointed Contractor</i>
Overall contract progress/feedback in terms of contract obligations	Monthly intervals or when deemed required by the <i>Service Manager</i> .	Standerton / Thuthukani	<i>Employer / Service Manager / relevant Eskom representatives and appointed Contractor</i>
Early Warning and Defect Notification	As and when notified by either party	Standerton / Thuthukani	<i>Manager / relevant Eskom representatives and appointed Contractor</i>
Technical and/or non-conformance	For each occurrence	Standerton / Thuthukani	<i>Manager / relevant Eskom representatives and appointed Contractor</i>
Safety Meeting	Monthly	Standerton / Thuthukani	Employer, Site manager and supplier supervisor as well as safety officer.
Daily defects	Daily	Standerton / Thuthukani	Site manager and supplier supervisor as well as safety officer, <i>Contractor</i> employees

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

Toolbox Talk and Risk Assessment	Every morning before starting work	Standerton / Thuthukani	Site manager and supplier supervisor as well as safety officer, Contractor employees
KPI/ Contract Risks	Monthly	Standerton / Thuthukani	Manager / relevant Eskom representatives and appointed Contractor
Risk registers and compensation events	For each occurrence	Standerton / Thuthukani	Manager / relevant Eskom representatives and appointed Contractor
Assessments	Monthly	Standerton / Thuthukani	Manager / relevant Eskom representatives and appointed Contractor
Safety Incidents	For each occurrence	Standerton / Thuthukani	Manager / relevant Eskom representatives and appointed Contractor

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

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

Attendance of meetings as required by *Service Manager* Such as

- a) Any meeting requested by the *Employer* or *Contractor*

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

The *Contractor* must include an organogram of the structure that will be supporting with contract. The names, identity numbers, qualifications and experience must be listed.

- a) 1 X Designated supervisor.
- b) 1 X Safety officer
- c) 13 X General labourers
- d) 1 X Tractor drivers with authorized driver

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

**Qualifications (Note – the below mentioned will change from time to time based on the skills required per contract)**

**Minimum qualifications requirements of people employed by the *Contractor* are as follows:**

### **Designated supervisor.**

- a) Contractor Supervisor must be a competent person with extensive knowledge of horticulture.
- b) Have applicable qualification Grade 12/N5 certificate, Code B/EB driver's licence
- c) Minimum of 3-year experience in horticulture

### **Safety officer**

### **General labourers**

### **Tractor drivers with authorized driver**

## **2.4 Provision of bonds and guarantees.**

Not Applicable

## **2.5 Documentation control**

The *Contractor* to ensure that all documentation relating to this contract is filed and kept on site for viewing by the *Service Manager* at any time. The *Contractor* must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the *Service Manager* at the end of the contract. Files are to be neatly labelled and indexed.

All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the *Service Manager*.

Any required service will be communicated to the *Contractor* via a Task Order.

Feedback questionnaires must be duly completed by all delegates and forwarded to the **Generation Real Estate Department**.

Eskom will periodically request detailed reports from the *Contractor* regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.

Writing is in the Language of this contract.

Monthly and weekly reports to be discussed, compiled and handed in to the *Employer's* Supervisor and *Service Manager* (to be announced by the *Employer*).

Communications must be printed and filed in the *Service Managers* file.

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.

### **2.6 Invoicing and payment**

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

\_\_\_\_\_ and include on each invoice the following information:

- a) Name and address of the *Contractor* and the *Service Manager*.
- b) The contract number and title.
- c) *Contractor's* VAT registration number.
- d) The *Employer's* VAT registration number 4740101508.
- e) Description of service provided for each item invoiced based on the Price List.
- f) Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- g) Date of Invoice
- h) Date of delivery of Service
- i) Invoice Number
- j) Task Order Number
- k) GR Number
- l) Purchase order number
- m) CPA calculation sheet
- n) CPA calculation sheet and the Invoice for CPA (with the GL Account Number and the Cost Center on the Invoice) to be send to the financial department as per the *Employer* Invoicing procedure / instruction.
- o) Invoices and a Copy of the Assessment with a Service Entry number to be send to the financial department as per the *Employer's* Invoicing procedure / instruction.
- p) Invoices should be broken down into items of price list.
- q) An assessment is jointly completed by the *Service Manager* and the *Contractor* and are in an agreement of at least the following:

#### 2.6.1 Payment Item Descriptions

The descriptions given for the payment items in the Price List, indicate the work to be allowed for in the tendered rates and prices for such payment items, and are for the guidance of the *Contractor* and do not necessarily repeat all the details of work and materials required by and described in the Service Information.

#### 2.6.2 Prices to be Inclusive.

The *Contractor* shall accept the payment provided in the Contract and represented by the rates and prices tendered by him in the Price List, as payment in full for executing and completing the work as specified.

Where the *Contractor* has priced an item as "nil" or "0-00" it will be deemed that no charges are or will be incurred against such an item. In the event of no price having been entered against any item, the tendered rate, price or sum will be taken as "nil" or "0-00".

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

### 2.6.3 Measurement Meetings

The *Contractor* shall attend monthly meetings with the *Service Manager* and Supervisor where all matters concerning payment shall be discussed. In particular the *Contractor* shall submit for the meeting a monthly statement together with all calculations and supporting data in substantiation of any payments.

### **2.7 Contract change management.**

- a) Templates in terms of NEC3 as prepared by the *Service Manager* for *payment* certificates, early warnings and defect notifications can only be used in this contract.
- b) The *Contractor* shall request this form from the *Service Manager*.
- c) Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (Eskom Procurement and Supply Management Procedure)
- d) In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- e) The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

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

All records as required to back up any defined costs must be kept on file by the *Contractor* and be made available when requested by the *Service Manager*.

### **2.9 Insurance provided by the Employer.**

Refer to Clause Z12

### **2.10 Training workshops and technology transfer**

- a) The *Contractor* shall provide training for personnel at dates as agreed upon by the *Contractor* and the *Service Manager*.
- b) All SHEQ training to be risk based and in accordance with Eskom Procedures and National Regulations
- c) The *Contractor* shall ensure that the employees are adequately to execute the services required in this contract.
- d) All *Contractor* personnel to do Induction Training before entering site and commencing with work
- e) Minimum safety requirements for access is HIRA training

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

### **2.11 Design and supply of Equipment**

- a) The *Contractor* takes full liability for the use of all equipment in the execution of *Services* for this contract.
- b) *Contractor* to provide all tools and equipment necessary to perform the required service.
- c) All Equipment used on site must be in a safe working condition and comply with legal compliance.

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

#### **2.12.1 Equipment**

None

#### **2.12.2 Information and other things**

- a) Summary of all quantity of items supplied by *Contractor* as per the Price List and accepted quotations for the duration of the contract.
- b) Summary of lessons learnt during the contract period.
- c) Summary of training undertaken by the *Contractor's* employees over the duration of the contract.
- d) Copy of all complaints registers
- e) Copy of all completed questionnaires
- f) Copy of all monthly reports
- g) All Safety Files and all other relevant safety documentation relevant to this contract.
- h) All Reports / Documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the service.
- i) On Completion of contract the *Contractors* safety file will be hand over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract.
- j) *Contractor* is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 *Contractor* will not be allowed on site if his letter of good standing is not valid.
- k) As per clause 70.2 to provides other things as stated in the Service Information.
- l) The *Contractors* Health and safety file is to be submitted for approval to the *Employer's* Safety Officer before contract commencement and must be kept up to date at all times.

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

- a) A Task Order is the instruction to commence work.
- b) No work shall commence until Task order is issued an Order number and has been finalised. and accepted and signed by both the *Employer* and *Contractor*.
- c) Task orders, Assessments with all supporting documentation and Completion Certificates will be used for work required.
- d) All work will be issued via SAP Maintenance or as per Task order system.

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

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

The *Contractor* shall comply with the health and safety requirements contained in Annexure SHE Specification 14RISK SRM – 084 to this Service Information.

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

- a) All The *Employers* health and safety procedures and regulations to be adhered to by the *Contractor*.
- b) A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract.

### **SHEQ Policy**

#### **Eskom SHEQ Policy**

The *Employer* has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from the *Employer's* business.

Compliance with the *Employer's* SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

#### **Contractor SHEQ Policy**

All *Contractors* shall have an OHS policy signed by the CEO of the *Contractor* and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHEQ file.

### **SHE PLAN REQUIREMENTS: -**

- a) Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plans, based on the scope of work and client SHEQ specification.
- b) The SHE plans must be pre-approved by the client for implementation. The principal *Contractor* / *Contractor* has a responsibility to send the SHE plans to the client for approval prior to commencement of work.
- c) The SHE plans must be applied from the commencement of and for the duration the construction work, which must be updated / reviewed as the work progresses / changes.

When a principal *Contractor* intends appointing *Contractor*, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's SHEQ specifications and scope of work.

#### **3.1.1 Health and Safety Arrangements**

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date, and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at Tutuka Power Station. Arrangements are made with Safety Risk Management, by the *Contractor*.

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

### **Health and safety**

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as per the *Employer's* procedure as stipulated below:

- a) SHEQ Policy 32-727
- b) The *Employer's* Procurement and Supply Chain Management Procedure 32-1034
- c) SHE Requirements for the *Employer's* Commercial Process 32-726
- d) *Contractor* Health and Safety Requirements 32-136
- e) Integrated SHE Organization, Roles and Responsibilities and Statutory Appointments
- a. 32- 296
- f) Live-saving Rules 240-62196227
- g) Working at Heights 32-418
- h) The *Employer's* Vehicle Safety Specifications 32-345
- i) Tutuka *Contractor* SHEQ Specifications 14RISK SRM - 084

### **Site Regulations and Procedures**

#### Site Regulations

The latest revision Tutuka Power Station Site Regulations form part of this contract.

Copies of these procedures are available on request.

(Any additional site regulations implemented will be applicable)

Safety risk management

“Standard for health and safety at Tutuka Power Station - requirements to be met by *Contractors*”.

### **Vehicle and driver safety**

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

#### **Speed Limit**

All vehicles must be driven with due consideration for personnel and property. All speed limits will be adhered to on the premises at all times.

#### **Transportation of passengers: open LDV's:**

With effect from 31 May 2006 no *Employer* employee or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of the *Employer* and *Contractor* employees – therefore the following will be enforced:

#### **The *Employer's* Life Saving Rules:**

Five Life Saving Rules have been developed that will apply to all the *Employer's* employees, agents, Consultants and Contractors.

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

- a) Rule 1: Open, Isolate, Test, Earth, Bond, And / Or insulate before touch - that is any plant operating above 1 000 V.
- b) Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- c) Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

The *Employer* takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the *Employer's* Business and / or on the *Employer's* premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating your obligation to perform work in terms of your contract with the *Employer*.

All occupants must wear their safety belts properly and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- d) Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol).
- e) Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the *Employers* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its workplaces 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 authorised or qualifies in terms of the OHSACT.

Issue the *Contractor* with a work stop order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-Contractors or agents.

The *Contractors* Health and safety file is to be submitted for approval to the *Employers* Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

*Contractor* is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 *Contractor* will not be allowed on site if his letter of good standing is not valid.

### **3.1.2 First aid and fire fighting**

Adequate first aid and firefighting equipment to be provided by the *Employer*, But the *Contractor* is responsible to provide its own fire extinguisher for their own cabins.

All *Contractor* personnel must have First aid and firefighting training.

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

### **3.1.3 Fire Precautions**

Any tampering with the *Employer's* fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction and are not used for work or storage at any time. Firefighting equipment must remain accessible at all times.

The *Contractor* takes the necessary action to safeguard the area to prevent injury and the spreading of the fire.

### **3.1.4 Security, fire protection and safety**

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

### **3.1.5. Fire protection**

The provision of the *Employer's* standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works sites" shall be applicable.

### **3.1.6 Safety and incident prevention**

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Tutuka SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

Incident Management, Corrective & Prevention Action Procedure to be adhered to – 14Risk IM PC-019

### **3.1.7 Reporting of accidents**

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents. A written report to be submitted to the *Employer* within 24 Hours of incidents and any damage to property or equipment.

**NOTE!** This report does not relieve the *Contractor* of his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

### **3.1.8 Occupational Health and Safety Act 85 of 1993 – SECTION 37**

In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as mandatory to assume Health and Safety duties and responsibilities. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

### **3.1.9 The Contractor appoints a person who liaises with the Employer's Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:**

- a) Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- b) Supply the *Employer's* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employer's* Safety Officer of any changes thereto.

The *Employer* may, at any stage during the duration of this contract:

- a) Perform safety audits at the *Contractor's* premises, its workplace and its employees.
- b) Refuse any employee, *Subcontractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act.
- c) Issue the *Contractor* with an instruction to stop work should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*.

### **3.1.10 Safety Regulations of the Employer**

The *Contractor* conforms to the *Employer's* Plant Safety Regulations

The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

### **3.1.11 Barricading / Screens and Scaffolding:**

The *Contractor* shall provide and install fixed barricades and warning devices to ensure that equipment and people are not exposed to danger or to prevent access to dangerous areas.

The *Employer* will supply scaffolding if not stated differently in the Works Information. Arrangements of such must be made at least one- (1) week in advance by the *Contractor*. (Tampering of any approved scaffold is not allowed for any adjustments – The *Service Manager* should be notified of any adjustments.)

## **3.2 Environmental constraints and management**

The *Contractor* shall comply with the environmental criteria and constraints stated in the following: -

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to the *Employer's* Environmental Legal and other Requirement's procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 017 749 5536 / 9231.

## Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.

### 3.3 Quality assurance requirements

#### Quality management

##### System requirements

**Clause 3.3.1 requires that the Contractor operate a quality management system as stated in the Scope.**

The Contractor shall control his activities and processes in accordance with Eskom's Quality Assurance Standard **QM58: Supplier contractor quality requirements specification**

The Contractor will be responsible for the verification and signing of the quality inspection points which must be maintained by the Contractor and presented to Eskom on request.

##### Information in the quality plan

**Clause 3.3.2 requires that the Contractor provide a quality policy statement and quality plan which complies with requirements stated in the Scope.**

- (a) The Contractor shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide Quality Policy and Method statement or Contract Quality Plan
- (b) The Contractor agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the services rendered and inspection thereof;
- (c) The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
- (d) Eskom shall have the right to conduct surveys and perform surveillance of the Contractor's facilities to
- (e) Eskom reserves the right to inspect any or all of the work. Verification by Eskom shall not absolve the Contractor of the responsibility to provide acceptable services, nor shall it preclude subsequent rejection by
- (f) The services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by Eskom shall be remedied by the Contractor upon demand by Eskom without undue delay and at no extra cost. The Contractor shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence
- (g) The Contractor / Consultant shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.
- (h) Nothing contained in the Contract shall relieve in any way the Contractor / Consultant from the obligation of Quality control thereof.
- (i) The Contractor / Consultant guarantees that the quantity, Quality and outward appearance of the delivered services will comply with the requirements of the contract and/or relevant specifications.
- (j) The Contractor / Consultant shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the Contractor / Consultant intends to perform the Contract.
- (k) The Contractor / Consultant shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.

Eskom reserves the right to assess and measure, in the selection process, the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all Contractor / Consultant to confirm the Quality evaluation

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

**4 Procurement**

**4.1 People**

**4.1.1 Minimum requirements of people employed.**

- a) The *Contractor* is solely responsible for the resolution of any dispute or problems that may occur between himself and his staff.
- b) The *Contractor* undertakes to hold the *Employer* harmless against any determination or award made in terms of the Labour Relations Act No.66 of 1995 as amended.
- c) All of the *Contractor's* staff must to be able to communicate in English.
- d) All of the *Contractor's* staff must have the necessary qualifications to execute the designated functions
- e) All of the *Contractor's* staff who are not South African citizens, must have valid work permits..
- f) *Contractor* will also have own Supervisor.
- g) All relevant personnel names and titles must be specified to the *Service Manager*.
- h) All *Contractors* personnel specified in this contract as per clause 2.3 to be on site at all times, otherwise replacement of same skill required.
- i) All new staff to be appointed in writing.
- j) All new staff to do induction training.
- k) All replacements of staff will be in the same discipline (eg. an artisan to be replaced with an artisan with proof of qualifications).
- l) All new staff to be approved by *Service Manager* before entering the site or commencing work.
- m) All new staff must hand in all qualifications and relevant documentation to the *Service Manager*.
- n) When changing personnel, a new access to work form to be completed by the *Contractor*.
- o) Only required specified approved amount of personnel to be allowed on site, pre-arrange with *Service Manager*.

**4.1.2 BBBEE and preferencing scheme**

As per clause Z3 within contract data

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, stamped by commissioner of oath) for EME/QSE level 1 to 4.

**4.1.3 Procurement Requirements:**

**PPPFA STRATEGY**

Indicate the percentage (%) that is allocated to:

Price	<b>80%</b>
BBBEE Status	<b>20%</b>
Designated commodity (Yes / No)	<b>No</b>

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.****4.2 Subcontracting****4.2.1 Preferred subcontractors**

Not applicable

**4.2.2 Subcontract documentation, and assessment of subcontract tenders**

Not Applicable

**4.2.3 Limitations on subcontracting**

Not Applicable

**4.2.4 Attendance on subcontractors**

Not Applicable

**4.3 Plant and Materials****4.3.1 Specifications**

- a) Risk Assessment to be completed and current.
- b) *Contractor* must be "trained and authorised" with the necessary PPE, equipment, tools, skilled to handle any equipment, spares, tools and materials related to the scope of work.
- c) The *Contractor* will be responsible for the safeguarding, care and security of all item's whist in the *Contractors* custody and control, until Completion of the whole of the works

**4.3.2 Correction of defects**

Not Applicable

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

Not Applicable

**4.3.4 Tests and inspections before delivery**

Not Applicable

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

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

The *Employer* will not provide any materials for use by the *Contractor*.

### **4.3.6 Cataloguing requirements by the *Contractor***

N/A

## **5 Working on the Affected Property**

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

The *Contractor* and all of his staff shall undergo Eskom induction prior to entering the Affected Property.

#### **5.1.1 Roads and Vehicles**

- a) All vehicles used on site, by the *Contractor* will be compliant with the *Employer's* Standards.
- b) All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.

#### **5.1.2 Security**

- a) The *Contractor's* staff will be subject to all security measures, rules and regulations of the *Employer's* Security Services
- b) Vehicles and staff agree and accept the searching of all staff, briefcases and vehicles.

#### **5.1.3 Access to and Departure from the Site**

- a) Access to the site will be via the main security gate. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- b) The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- c) All persons entering the *Employer's* sites are subjected to alcohol testing.

#### **5.1.4 Temporary Gate Permits**

- a) The *Contractor* provides the *Employer* with the personal details of their staff at least two weeks prior to the contract start date. All names and details to be submitted to the *Employer* who arranges for all gate permits.
- b) If an employee is no longer in the employ of the *Contractor*, the *Contractor* shall notify the *Employer* in advance, and replacements communicated to the *Employer* as well, whereby they will have to attend induction as well.
- c) The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved *Employer's* security form.

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

- d) *Contractor* on site must supply a SAPS clearance certificate to the *Employer* before contract start and every 12 months thereafter for all *Contractor's* employees to ensure continued access to site. This will also be handed in to security for *Contractor* to obtain access permits.
- e) Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal *Contractor* appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the *Contractor* will implement all such security measures for the safe performance of the work as required in the scope of the contract.
- f) *Contractors* are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process in order to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered.
- g) *Contractors* are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager. The Security Manager is required to verify the authenticity of the CRC Certificate with SAPS and to cross reference the employee seeking access against known HR databases and site databases to determine if the employee in question has in the past participated in disruptive labor actions and if the individual was dismissed from Eskom and the reason for such dismissal. Every employee applying for access must be evaluated as an individual and subsequent finding recorded. A risk analysis of the employee profile indicating whether the employee is a risk to the installation must be completed. Any risk rating allocated above a level III will be deemed unsuitable.
- h) *The process shall be repeated every 12 months for low-risk employees (Risk Rating 5, 4) and every 6 months for medium to high-risk employees.*

### **5.1.5 Removal**

The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant *Employer's* security forms and the equipment lists.

- a) If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.
- b) The removal of any item at a later stage of the contract will require a security form with the necessary approval and responsible manager's signature.
- c) If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's Representative*, on receipt of the original security form, with which the *Contractor* brought the equipment on site.

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

- a) Normal working hours is the *Employer's* working hours.

Monday to Thursday 07:00-16:15

Friday 07:00-12:00

Work week = 40 Hrs

- b) Toolbox meetings must be performed every morning for normal weekdays and planned overtime.

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

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

*Contractor* to provide own Emergency preparedness procedure and align to site emergency procedure.

### **5.4 Environmental controls, fauna & flora**

#### **Environmental management**

- a) Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- b) All *Contractors* shall comply with the *Employer's* environmental management procedures and Environmental legislation.
- c) Environmental incidents shall be reported to the *Employer's* Environmental Department as per incident management requirements.
- d) The following Environmental procedures must be adhered to;
  - 1) 14RISK ENV-0557 Oil spill clean-up and Rehabilitation
  - 2) 14RISK ENV-013 Waste Management

#### **Waste Management**

- a) Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.
- b) The *Employer's* periodically collects waste from the bins for disposal in the correct manner.
- c) No waste should be burned or buried on site.
- d) Where the *Employer* and the *Contractor* have agreed that the *Contractor* is responsible for the disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates on file.

#### **Types and colours of bins used on site:**

- a) Yellow bin for domestic waste
- b) Orange bin for hazardous waste
- c) Maroon bin for scrap
- d) Green box for cartridges
- e) Blue box for recyclable paper

#### **Radiation protection**

The *Contractor* conforms to the *Employer's* procedure OMOP 2049 and OMOP 2051 when performing any industrial radiography.

#### **Hazardous Substances**

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with the *Employer*) to supply the information. If information is not available for whatever reason, the supplier must indicate and give reasons to the *Employer*.

**Environmental management**

The *Contractor* is required to ensure that all goods, services or works supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the Site, the goods, services or works supplied will also conform to *the Employer's* environmental specifications.

**Handling of waste produced by the Contractor.**

All waste introduced to and/or produced on the *Employer's* premises, by the *Contractor*, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.:BN0621-16296-5.

The *Contractor* is required to ensure that all goods, services or work supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the *Employer's* site, the goods, services or work supplied also conforms to the *Employer's* environmental specifications.

**Waste from the cleaning and maintenance of equipment**

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

**Stockpiling of waste**

Waste is removed promptly to the designated deposit areas. No stockpiling is permitted.

**Hazardous waste**

Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the *Contractor* to ensure safe removal from the property to a registered Class 1 site.

**Pest Control**

- a) Only approved herbicides with a low environmental risk shall be used for pest control.
- b) Only registered pest controllers may apply herbicides on a commercial basis.
- c) Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, and Agricultural Remedies and Stock Remedies Act 36 of 194.

**Water Conservation**

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

- a) Incidents related to water pollution must be reported to the *Employer's* environmental department within 24 hours.
- b) Report / fix leaking taps and pipes to save water.
- c) Use water sparingly.
- d) Chemical substances shall not be disposed of in wastewater or storm water drains.

### **Air Pollution**

- a) Dust suppression measures must be in place to reduce airborne dust.
- b) Noxious and offensive odours arising from work activities shall be adequately controlled.
- c) Ground Pollution
- d) Measures to prevent or control ground contamination shall be put in place e.g., drip trays, bund walls.

Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures.

### **Ground Pollution**

Measures to prevent or control ground contamination shall be put in place e.g., drip trays, bund walls. Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures.

The *Contractor* is to ensure that his employees are instructed not to feed wild animals.

The use of pesticides is prohibited unless accepted by the *Service Manager*.

No domestic pets or livestock are permitted on site.

## **5.5 Cooperating with and obtaining acceptance of Others**

The *Contractor* will cooperate with the *Service Manager*, his delegates and support structures, in matters relating to this contract.

The *Contractor* will cooperate with the management staff of the Affected Property.

The *Contractor* will cooperate with all statutory authorities or inspection agencies.

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

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

Prior to starting work on the Affected Site, the *Contractor* will compile a list his equipment, either owned or hired, which will be used for the execution of this contract. It should include the make, type, year of manufacture, colour and function or use. This list will be signed off by the *Contractor* and the *Service Manager*.

- a) Any electrical equipment or appliances used by the *Contractor* must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- b) The *Employer* has the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.
- c) The *Contractor* to hand in a list of all tools to be used on site and to report and indicate whenever new tools are added to the list to the *Service Manager*.
- d) All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- e) All lost equipment and tools to be declared to the *Service Manager* and full details of incident.
- f) The *Contractor* is responsible to safeguard its own tools and equipment.

### **5.7 Equipment provided by the *Employer*.**

Prior to starting work on the Affected Site, the *Contractor* will compile is list of the *Employer's* equipment which is on site and will be used for the execution of the contract. This list will be signed off by the *Contractor* and the *Service Manager*.

All of the *Employer's* equipment will be returned to the *Employer* by the *Contractor* upon completion of the task.

The *Employer* may allow the *Contractor*, for the execution of the works, the reasonable use of its equipment, provided that the *Employer's* own work and business are not interfered with in any manner by such use. The *Contractor* shall leave all equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages by the *Employer* as a result of any act of negligence by the *Contractor*, his employees or sub-contractor while using such workshop, cranes, tools and equipment.

### **5.8 Site services and facilities**

#### **5.8.1.1 Water and Electricity usage**

- a) Water and Electricity will be supplied by the *Employer*, if available, and must be used in accordance with the *Employer's* Environmental objectives.
- b) Where Water and Electricity is not available, this must be provided for by the *Contractor*.

#### **5.8.1.2 Offices, Workshops and Stores**

None

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

### **5.8.2 Provided by the Contractor**

- a) The *Contractor* is responsible for the provision of meals of his own personnel, and the cost thereof.
- b) The *Contractor* is responsible for the provision of transportation for all personnel to site, from site and on Site.
- c) The *Contractor* is responsible for the training and development of his staff whilst employed.
- d) The *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors and the *Service Manager* shall have access to these records at any time.
- e) *Contractor* to provide and ensure safe transportation services for all his *Contractors* and it must comply to 32-93 and 32-345 procedures.
- f) All PPE to be provided by *Contractor* and for any weather / working conditions.
- g) *Contractor* to provide own tools and calibrated equipment to perform all work according to the scope of work including 220 or 380 VAC extensions, and lead lights, and must ensure that all tools and equipment are in good condition and safe to work with
- h) Certified copies of IDS, Qualifications and CV'S to be provided by the *Contractor* on contract award.
- i) *Contractor* to submit medical certificates yearly to the *Service Manager*.

The *Contractor* shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the *Employer* against any claims in this regard. Upon completion of the whole of the Works the ownership of the equipment shall revert to the *Contractor*.

The *Contractor* shall maintain the equipment in good working order (calibrated) and keep it clean throughout the contract period.

### **Parking Facilities**

No sheltered parking will be supplied.

### **Protective Clothing**

The *Contractor* shall provide, keep on site and maintain protective clothing conforming to the *Employer's* safety standards. PPE for all weather and plant conditions must be provided when required.

### **Recruitment of General Labour**

The *Contractor* recruits 100% of all new recruits, of general labour from Standerton local municipality, using the recruitment form provided by the Department of Labour. Contact details and application forms will be provided by the *Service Manager* on request.

In an event that new recruits are not from the defined Standerton municipality, the *Contractor* needs to provide proof that the local municipality could not provide proof of such individual.

The *Contractor* needs to update the *Employer* as well as the Department of Labour, in the event that there is a staff compliment, e.g., Dismissal, resignation, etc.

## **Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

The *Contractor* submits an updated monthly statistic on the 1st day of each month, using the reporting template that is provided by the *Services Manager*.

Local labour is not to be hired at the Tutuka Power Station Access gates.

### **Housekeeping**

The *Contractor's* Equipment does not impair the operation of the plant or access to the plant.

No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the *Service Manager*.

The *Contractor* will be limited to the working areas associated with the works. The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.

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

Comply to the Occupational Health and Safety Act, Act 85 of 1993 and the applicable Regulations relating to noise and dust. The Water Act, Act 54 of 1956 for water and the Waste Act, Act 107 of 1998

Having due regard for local communities and dwellings, the *Contractor* shall restrict any of his operations which result in undue noise disturbance to those communities and dwellings.

The *Contractor* shall take appropriate measures to minimise the generation of dust as a result of his works, operations and activities to the satisfaction of the *Service Manager*.

The management of waste on site shall be strictly controlled and monitored. Only accepted waste disposal methods shall be allowed.

Littering shall be avoided.

#### (a) Domestic waste

All domestic waste shall be disposed of in an accepted domestic waste disposal site.

#### (b) Organic waste

All organic waste shall be disposed of in an accepted organic waste disposal site.

#### (c) Hazardous waste

All hazardous waste shall be disposed of in an accepted hazardous waste disposal site and a disposal certificate supplied to the *Service Manager*.

### **5.10 Hook ups to existing works**

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

- a) Should the *Contractor* require interfacing his equipment to the Affected Facility, this will be done at the *Contractor's* cost based on approval by the *Service Manager*.
- b) Compliance to the Eskom Life Saving procedure and Work at Height Standard, 32-418.
- c) All securing points and necessary equipment required to Work at Heights must be provided for by the *Contractor*.
- d) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- e) The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- f) The main *Contractor* is accountable for the management of their sub-contractors and suppliers and to ensure that the applicable legal and the *Employer's* requirements (applicable during contract execution) are complied with by the sub-contractors and suppliers (all tiers). If there are non-conformances / non-compliance to applicable legal and the *Employer's* requirements identified, then the Main Service Provider/Provider/Principal *Contractor* will be penalised.
- g) The *Contractor* shall operate under the direction and instructions of the *Employer's* Manager, or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- h) *The Contractor shall maintain a high standard of workmanship expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the Employer.*
- i) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employers* rules, regulations and procedures.
- j) The *Employer* reserves the right to terminate the contract, once 3 non-conformances / PIR are raised against the *Contractor*.
- k) The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- l) The *Contractor* must submit Curriculum Vitae of its entire staff prior to work commencing on site.
- m) The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- n) All unknown / known services will be brought to the attention of the *Contractor* by *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- o) The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
- p) Care must be taken to prevent damage to any surroundings such as the plant, roads, environment and equipment in and around existing buildings.
- q) The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer's* premises.
- r) The *Contractor* and his employees may only smoke in the allowed / designated areas.

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

- s) The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g., theft etc.

## **5.11 Tests and inspections**

### **5.10.1 Description of tests and inspections**

Not Applicable

## **5.11 Tests and inspections**

### **5.11.1 Description of tests and inspections**

Not Applicable

### **5.11.2 Materials facilities and samples for tests and inspections**

Not Applicable

## **6 List of drawings**

### **6.1 Drawings issued by the *Employer*.**

Not Applicable

## 1. Appendix A – X17 – Low Service Damages

ITEM	DESCRIPTION OF TASK	Measurement	DAMAGES TO BE IMPLEMENTED
Late arrival to work / reporting late for duty / (Start time is 7am)	When arriving after 7am, but before 8 am without valid excuse.	Per Incident	1% of assessment cost
Rework	Failure on same component as per time frame on scope of work	Per incident	2.5% of assessment cost
SHEQ violation	Violation from the same individual	Violation from the same individual	First offence Disciplinary action; Second offence within same financial year (01 April – 31 March) to be dismissal (and replacement of skill by <i>Contractor</i> ).
Tools /Equipment	Not Having Required Tools / Equipment	Per Individual	2% of monthly fixed assessment will be deducted per incident
Certificates	Company Validation Certificates Not Renewed In Time	Company	2.5% of monthly assessment cost Put off site till all certification is valid and handed in to the employer and no payment for the days absent
Meetings attendance (Manager or Delegated person)	Not Attending scheduled meetings	Per Individual	First offence verbal signed warning. Second offence Disciplinary action; Third offence to be dismissal (and replacement of same skill by <i>Contractor</i> ).
Transport	Arriving Late Not Enough Transport Will Not Be Able To Keep To Work Program	Company	2% of assessment value will be deducted per incident
PM compliance	PM compliance targets not met	<i>Contractor</i>	2% of assessment value will be deducted
House Keeping	House Keeping not up to standard	<i>Contractor</i>	2% of assessment value will be deducted

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

Statutory compliance	Statutory compliance targets not met	<i>Contractor</i>	5% of assessment value will be deducted
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**Appendix B – X20 – Key Performance Indicators**

PM compliance as per the contract scope of work.	More than 90%
SHEQ violation	100%
Statutory PM order compliance	100%
The <i>Contractor</i> is responsible for Overtime management	More than 90%
The <i>Contractor</i> to ensure that he/she does not delay return of units during light ups	100%
<i>Contractor</i> will be responsible for housekeeping after executing their duties	100%

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**Appendix C - Task Order Example**

The *Contractor* must only carry out work if he receives a signed Task Order from the *Service Manager* or his delegates. Below is an example of a Task Order Form, whereby the format be changed at any time by the *Service Manager*.

	<b>TASK ORDER</b>	<b>Template Identifier</b>	<b>240 - 774601027</b>	<b>Rev</b>	
		<b>Effective Date</b>	<b>12 August 2015</b>		
		<b>Next Review Date</b>	<b>August 2018</b>		
		<b>Eskom Real Estate</b>			

TASK ORDER NO:		SAP No:	
ISSUED BY:		SIGN:	
DATE ISSUED:			
CONTRACTOR:			
ORDER NUMBER:			
PLANNED START DATE:			
PLANNED COMPLETION:			
DELAY DAMAGES:			
LOCATION:		INTERNAL ORDER	
CONTACT PERSON ON SITE:			
TYPE			

**Provision of Horticulture Services for Standerton on an as and when required basis for a period of 60 months.**

<b>I authorize you to carry out the following task/s on the above site as per scope of works listed below:</b>	

**Scope of Work:** (tick) **Complete**  **Incomplete**

**Date Complete** \_\_\_\_\_

**Contractor:** \_\_\_\_\_ **Eskom Responsible Person:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_