



NEC3 Term Service Contract (TSC3)

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

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

for **Vegetation Management Services for Eskom
Transmission Southern Grid, Free State & Eastern
Cape HV Plant Substations**

Contents:	No of pages
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Part C2 Pricing Data	
Part C3 Scope of Work	

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

VEGETATION MANAGEMENT SERVICES FOR ESKOM TRANSMISSION SOUTHERN GRID HV PLANT, FREE STATE & EASTERN CAPE SUBSTATIONS

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

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

Options A	The offered total of the Prices exclusive of VAT is	Rate Based Contract
	Sub total	Rate Based Contract
	Value Added Tax @ 15% is	Rate Based Contract
	The offered total of the amount due inclusive of VAT is ¹	Rate Based Contract
	(in words) Rate Based Contract	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the 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:

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

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.

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	Keso Mothibi / Matthews Baartman
	Address	120 Henry Street, Eskom Centre, Bloemfontein, 9300/ Mutual Building,

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

c/o Cape & Langenhoven streets,
Greenacres,
Port Elizabeth
6057

Tel

0514042683 / 041 502 4133

Fax

e-mail

Mothibk@eskom.co.za / BaartmM@eskom.co.za

11.2(2)	The Affected Property is	Eskom Transmission, Southern Grid, HV Plant
11.2(13)	The <i>service</i> is	Vegetation Management Services For Eskom Transmission Southern Grid, Free State & Eastern Cape HV Plant Substations
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 weeks
2	The Contractor's main responsibilities	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	1 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	36 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	4 weeks after notification of work completion.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
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 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 <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Pandemic such as COVID -19
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <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	2 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

	Address	[•]																								
	Tel No.	[•]																								
	Fax No.	[•]																								
	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 www.ice-sa.org.za) or its successor body.																								
W1.4(2)	The <i>tribunal</i> is:	arbitration																								
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.																								
	The place where arbitration is to be held is	Bloemfontein 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																									
X1	Price adjustment for inflation																									
X1.1	The <i>base date</i> for indices is	[•].																								
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td>non-adjustable</td><td></td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
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X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																								
X19	Task Order																									
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order																								
Z	The additional conditions of contract																									

are

Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.
- Z5 Waiver and estoppel: Add to core clause 12.3:**
- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
- Z6 Health, safety and the environment: Add to core clause 27.4**
- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z7 Provision of a Tax Invoice and interest. Add to core clause 51**
- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

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

Z8 Notifying compensation events

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

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

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 <i>Contractor</i> 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 <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from

nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	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.
Ambient Air	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.
Compliance Monitoring	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.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	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.
Standard	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.
SANAS	means the South African National Accreditation System.
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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

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

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

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

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list		
11.2(12)	The <i>price list</i> is in _____		
11.2(19)	The tendered total of the Prices is	R	_____

PART 2: PRICING DATA
TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	4

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

- | | | |
|-------------------------------------|------------|--|
| Identified and defined terms | 11
11.2 | (12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none">• the Price for each lump sum item in the Price List which the <i>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. |
|-------------------------------------|------------|--|

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.

2. 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.

3. 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).

4. 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.

4.1. 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

No	Description	Unit	Price
A1	Vegetation Biomes (Cycle1)		
1	Albany Thicket	m ²	R 0.51
2	Desert	m ²	R 0.63
3	Forest	m ²	R 0.66
4	Grassland	m ²	R 0.19
5	Savanna	m ²	0.51
6	Reeds Cut and stacking	m ²	R 1.27
7	Herbicide Application(Substations only)	m ²	R 3.64
8	Substation Grass Cutting	m ²	R 0.48
9	Fynbos	m ²	R 0.32
10	Indian Ocean costal belt	m ²	R 0.32
11	Nama-Karoo	m ²	R 0.23
12	Succulent Karoo	m ²	R 0.23
13	Pure Grass Cutting(Lines)	m ²	R 0.14
14	Pure Grass Removal	m2	R 0.11
15	Substation Weeding	m2	R 0.30
16	Reeds cut and removal	m2	3.2
17	Removal of bush clearing	m2	3.2
A2	Vegetation Biomes (Cycle2)		
1	Albany Thicket	m ²	R 0.32
2	Desert	m ²	R 0.12
3	Forest	m ²	R 0.45
4	Grassland	m ²	R 0.12
5	Savanna	m ²	R 0.26
6	Reeds Cut and stacking	m ²	R 0.66
7	Reeds Cut and removal	m ²	R 1.25
8	Herbicide Application(Substations only)	m ²	R 3.64
9	Substation Grass Cutting	m ²	R 0.48
10	Fynbos	m ²	R 0.24
11	Indian Ocean costal belt	m ²	R 0.23
12	Nama-Karoo	m ²	R 0.12
13	Succulent Karoo	m ²	R 0.12
14	Pure Grass Cutting(Lines)	m ²	R 0.14
15	Pure Grass Removal	m ²	R 0.11
16	Substation Weeding	m ²	R 0.30
17	Removal of bush clearing	m ²	R 0.32

A3	Vegetation Biomes (Cycle3)		
1	Herbicides application(Lines)	m2	R 0.33
B	Modifiers		
1	Single tree Event >400mm	Each	R 2 069.02
2	Call Out for Fallen Tree >400mm (Monday - Sat) R2001.50 x 1.5	Each	R 3 102.73
3	Call Out for Fallen Tree >400mm (Sunday + Public Holiday) R2400.50 X 2	Each	R 4 138.05
4	Single tree Event 100mm diameter up to 400mm.	Each	R 258.63
5	Call Out for Fallen Tree 100mm diameter up to 400mm (Monday - Sat)	Each	R 3 102.73
6	Call Out for Fallen Tree 100mm diameter up to 400mm (Sunday + Public Holiday)	Each	R 4 138.05
7	Hedges	m ²	R 18.65
8	Fruit Trees (orchards) Trimming	m ²	R 1.37
9	Trimming trees in Town & Wind Breaks	Each	R 229.71
10	Invader species Modifier	m ²	R 0.32
11	Standing Time Per Hour per member after the first hour waiting for Eskom	Hour	R 94.16
12	Daily Rate. Used where less than 235,000 m2 of bushclearing is issued (approximatel 12 spans). Also used for isolated areas.	day	R 9 000.00
C	Vehicles		
C1	8Ton Truck (for Bush removal transportation to legal disposal site)	Km	R 15.00
C2	Woodpicker or Woodchipper (for Bush removal/chipping)	Hour	R 180.00
D	Safety and Environmental		
D1	Occupational Health and Safety Requirements (32-136) -Inclusive of COVID-19	3%	
D2	Personal Protective Equipment appropriate to the task to be performed shall be provided by the Principal Contractor.	1%	

Note: The prices offered are in Rand and are fixed and firm for the first year of the contract, Second and Third year rates will be subject to .CPI increase.

The above is subject to the following:

- A request for *services/works* will be given to the *Consultant/Contractor* by the *Employer*, in its total discretion and on an 'as and when needed' basis, in the form of a Task Order/Instruction. Signatories of both parties on the Task Order/Instruction are required prior to any obligation being created for commencement of or payment for *services/works*.
- A Task Order/Instruction is an order/instruction by the *Employer* to perform *services/works* as nominated by the *Employer* from the skills and *services/works* category, in terms of the above Price List, for which the *Consultant/Contractor* has been found iJy the *Employer*, in its total discretion, to have the relevant and

present competency and capacity and no serious misconducts by key persons of the *Consultant/Contractor*, alleged or otherwise."

- The *Consultant/Contractor* should not commence with any *services/works* regarding any Task Order/Instruction without receiving the purchase order number (45# number) from the contract custodian.

This contract is the only contract which can be used to request the *services/works* deemed to be for Provision for **Vegetation Management Service~ within the HV Plant substations of Eskom Transmission Southern Grid (the services)**.

Document reference	Title	No of pages
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C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Conduct vegetation management services at all Transmission Substations of Southern Grid.

All work should be executed as per the below listed standards:

- Contract Specification for Vegetation Management Services on Eskom Networks - 240-52456757
- VEGETATION MANAGEMENT AND MAINTENANCE WITHIN ESKOM LAND, SERVITUDES AND RIGHTS OF WAY - 240-70172585

The work will be completed using various vegetation management techniques in accordance with the relevant specification and procedures.

The Southern Grid consist of five (5) Customer Load Networks (CLNs). The substations per CLN are listed below, a contract person shall be issued for each Customer Load Network.

A. The East London Customer Load Network consists of the stations listed below and covers the area from East London to Queenstown and Mthatha.

1. Buffalo substation
2. Delphi substation
3. Neptune substation
4. Pembroke substation
5. Port Rex substation
6. Vuyani substation

B. The Port Elizabeth (Gqeberha) Customer Load Network consists of the substations listed below and covers the area from Port Elizabeth to Bedford and Middelburg Cape.

1. Dedisa substation
2. Grassridge substation
3. Poseidon substation
4. Iziko substation
5. Six Traction substations, namely Brakriver, Doornkom, Golden Valley, Ripon, Verby, Woodlands

C. The Bloemfontein Customer Load Network consists of the stations listed below and covers the area from Clocolan, Bloemfontein, Smithfield to Dealesville.

1. Bloemfontein CLN
2. Perseus Substation
3. Boundary Substation
4. Harvard Substation
5. Merapi Substation
6. Beta Substation
7. Serumula Series Capacitor Substation
8. Luckhoff Series Capacitor Substation

D. The Welkom Customer Load Network consists of the stations listed below and covers the area from Welkom to Virginia.

1. Welkom CLN
2. Leander Substation
3. Theseus Substation
4. Everest Substation
5. Sorata Substation

E. The Sasolburg Customer Load Network consists of the stations listed below and covers the area from Parys, Sasolburg, Harrismith to Orkney.

1. Sasolburg CLN
2. Makalu Substation
3. Mercury Substation
4. Scafell Substation
5. Lethabo HV Yard

1.2 *Employer's requirements for the service*

The scope of work / specification for the provision of vegetation Management in TX Southern Grid.

In general, the scope of work covered by this contract includes:

All work done should be in accordance with contract specification for vegetation management services on Eskom networks unique identifier 240-70172585, attached separately. The work will be completed using various vegetation management techniques in accordance with the relevant specification and procedures. Provision of services for vegetation management services for Eskom Transmission Southern Grid HV Plant Substations.

Cycle 1 (Substation weeding)

- a) Hand pull of weeds and remove to legal dumping site.
- b) Apply approved soluble sterilent herbicide.

Cycle 2 (Substation weeding)

- a) Hand pull of weeds and remove to legal dumping site (regrowth).
- b) Apply approved soluble sterilent herbicide.

Cycle 1 (Substation grass cutting)

- c) Mechanical cutting of weeds and grass and remove to legal dumping site.
- d) Apply approved soluble sterilent herbicide only if instructed on Task Order.

Cycle 2 (Substation grass cutting)

- c) Mechanical cutting of weeds and grass and remove to legal dumping site (regrowth).
Apply soluble sterilent herbicide only if instructed on Task Order.

- Herbicides recommended as per area to be applied
- Vegetation Management to be implemented in and around substations as per Task Order in the Eastern Cape and Free State Provinces. Bush and trees in substations where appropriate and specified in Task Order must be cut and trimmed and herbicides applied as per label instructions (As ACT 36 of 1947)
- Where trimming is done, trees must be cut to accommodate prescribed clearance to the side and underneath conductors (total clearance above conductors). Trees inside can only be trimmed in presence of official in charge of substation, and if task is stated in Task Order.
- Any work outside the agreement will be considered as additional to this agreement (extension of agreement) or modification of agreement.
- All work will be done in accordance with Eskom Safety and Environmental Policies.
- The client and official in charge of substation to sign off the production sheets after every official inspection and on completion of the project.
- Defect arising from official inspection will be corrected within 14 working days.
- At the end of the work a file with all relevant information such as herbicides used, production sheets, etc. will be handed to the official in charge of substation.
- Herbicide register to be completed daily.
- Production sheets to be completed daily on work completed.
- All gates and locks to be closed at all times and a gate and lock register to be kept

- ONLY APPROVED HERBICIDES (Use of other herbicides to be advised from Project/Contract Manager)
- No work to commence before and after dark.
- All inspection sheets must be made available on request and kept on the site file
- The Contractor is to provide all equipment required for the Service remove everything upon completion of the contract.
- Use appropriate PPE.
- Quality inspection will be conducted from time to time by the relevant Eskom staff

Description of the service

Employer's requirements for the service

The objective of substation Vegetation Maintenance is to ensure the safe mechanical and electrical operation of the substation to meet Eskom's legal, business, social and environmental obligations.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

2 Management strategy and start up.

2.1 The Contractor's plan for the service

- The Contractor will not be allowed to start work without a Purchase order issued by the relevant Contracts Manager or Eskom Supervisor for the respective CLN, ORHVS Authorisation, Safety and Environmental files has been approved by Eskom Transmission Southern Grid.
- The Contractor will report the total number of employees and the total man-hours worked to the Contracts manager or supervisor on a monthly.
- The contractor shall provide a weekly progress report as well as a copy of the herbicide register indicating the amount of herbicide used as well as type and area of application.
- The Contractor's employees will at all times wear uniforms and use vehicles which are clearly marked with the Contractor's logo
- The Contractor's employees are expected to undergo police clearance and will carry identity cards as required by Eskom's security.

2.2 Management meetings

- Where Eskom requests a meeting for whatever reason the Supplier should avail themselves immediately.
- Any communication between the Supplier and the relevant Eskom representative / Official must be communicated in writing.

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

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

2.3 Contractor's management, supervision and key people

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

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

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

2.6 Invoicing and payment

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

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 Invoiceseskomlocal@eskom.co.za and include on each invoice the following information:

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

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

2.7 Contract change management

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

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

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

The *Contractor* is expected to submit Production Sheets and Herbicide registers to the relevant Eskom Supervisor upon completion of the each task. .

2.9 Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

2.10 Training workshops and technology transfer

The contractor to ensure that all their employees are properly trained for each activity that requires training.

2.11 Design and supply of Equipment

No equipment and tools shall be supplied by Eskom, *Contractor* to provide their own equipment and tools and the contractor is responsible for the safekeeping thereof.

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

2.12.1 Equipment

No equipment and tools shall be supplied by Eskom, Contractor to provide their own equipment and tools.

2.12.2 Information and other things

All production sheets, landowner consent forms with farmer's details, SHE files and access keys will be required at the end of the service period.

2.13 Management of work done by Task Order

- Procedure for Issuing Taskorders for Lines and Servitudes:
- Eskom issues a Scope of Work (SOW), a Taskorder and Protected Tree permit where required.
- Contractor signs the Taskorder as acceptance.
- A Purchase Order (PO) is issued and the contractor.
- The onus is therefore on the contractor to ensure that all tower-spans or areas that require cutting are done.
- If a SOW needs to be amended then the Eskom supervisor must verify and approve the SOW change. The SOW change must be signed by the Eskom supervisor before the PO will be amended.
- After the PO is amended only then the Contractor may start on the amended SOW.
- Upon completion of the work by the contractor, the Eskom team will conduct quality inspections to verify if all work is completed and the quality thereof.
- **No work will take place without a Purchase Order**

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 as per Eskom's policies and procedures.

This is to be submitted to the Employer for assessment prior to construction. NO WORK SHALL PROCEED UNTIL THE EMPLOYER HAS REVIEWED AND ACCEPTED THE SAFETY PLAN.

Tenderers are reminded that the works run underneath live conductors and that safe clearance must always apply.

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

The Contractor shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

3.2 Environmental constraints and management

- The Contractor shall receive an Environmental Management Programme which the Contractor must manage and implement during the scope of works.
 - Contractor to provide temporary toilet facilities during construction.
 - The Contractor shall have an understanding of Eskom's basic environmental principles and commitments.
 - Contractor will be legally liable for any contraventions of Environmental Laws and claims arising from the activities of the Contractor shall be for the Contractors expense.
 - The Contractor shall be responsible for all expenses incurred to ensure adherence to the Eskom Environmental requirements as stipulated in the Environmental documentation, EMP and method statements as stipulated above which includes but is not restricted to Environmental Law training courses, Hazardous Substance Management training courses, etc.
 - The Contractor shall be responsible for all expenses incurred to ensure adherence to National Environmental legislation, Environmental Management Plans, licenses and permits.
 - All temporary offices, storage and laydown areas to be adequately demarcated to ensure the safety of people and animals.
 - The Contractor shall ensure all employees are trained in accordance with the Eskom training requirements as per document 240-83895653 Environmental Training, Awareness and Competence.
- In compliance to Eskom's SHEQ Policy (32-727), the Contractor to ensure;

- Commitment to safety, health and environmental excellence
- Conduct business with respect and care for people and minimise or avoid impact on the environment
- Compliance to environmental legislation, conditions of Environmental Authorisations and requirements set out in environmental management plans
- Acceptance that all injuries and occupational illnesses, as well as safety and environmental incidents are preventable
- Report, respond to, investigate, close-out, and share learning from safety and environmental incidents
- That SHEQ is an integral part of your operations and that:
- no operating condition, or urgency of service, can justify endangering the life of anyone or cause injury or damage to the environment
- The Contractor shall receive an Environmental Management Plan (EMP) and the Contractor must implement and manage the document – the Contractor must then use the EMP to develop his own site specific EMP.
- Eskom may, at any stage during the currency of this agreement, be entitled to;
- do environmental audits at the Contractor's premises, its work-places and on its employees;

- refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of Environmental legislation or Eskom requirements; issue the Contractor with a work stop order or a non-compliance should Eskom become aware of any non-compliance to working procedures or conditions with Environmental legislation and requirements.
- No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the Contractor to claim any additional costs incurred in complying therewith from Eskom.
- The Contractor shall appoint a permanent site Environmental Officer from within the site team that will fulfil requirements as stipulated in 240-83791543. The Contractor site Environmental Officer shall be trained as per 240-83791543 and have an alternate in case he/she is off site.

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

3.3 Quality assurance requirements

The Contractor implements a quality assurance system in order to ensure compliance with the specifications. In this regard the Eskom Supervisor may instruct the Contractor representative to conduct quality inspections with the Eskom team to verify the quality of the work.

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

The Eskom Supervisor and/or Service Manager may request a site inspection 3 months after herbicide application to test for herbicide effectiveness. Herbicide effectiveness is expected to be 90% effective therefore a maximum of 10% regrowth of alien vegetation and weeds will be accepted.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Team Leader:

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

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

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

The Team Leader shall ensure that all safety regulations and procedures are adhered to. He/ she must be on site at all times and no work may be performed if the team leader may not keep direct

Supervision of work performed. He/ she must be able to assess the risks on the project and ensure that all steps are taken to minimize risks. If work cannot be done safely he should move off site and ask his contract manager and the Eskom Supervisor to assist.

Team Members:

A minimum of 3 chainsaw / brush cutters operators - All operators of mechanical machinery must have received relevant training and have a valid certificate on safety file and shall be appointed as such.

Bush clearers x 2

All PPE must be issued as per requirements.

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3 Plant and Materials

4.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

4.3.2 Correction of defects

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

4.3.3 *Contractor's* procurement of Plant and Materials

Contractor is responsible for his own material

4.3.4 Tests and inspections before delivery

N/A

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

No Plant and Materials will be supplied by the *Employer (Eskom)*. All Plant and Materials are to be provided 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 Works will be conducted at all Transmission substations of Southern Grid. The substations are in the Free State and Eastern Cape Province within South Africa.

Relevant Eskom supervisor shall be consulted before entering the substation,

Access protocol should be followed as per the property owners' requirements and Eskom's Access private property to farms 240-80605256 .

All Contractors should adhere to respective sites' specific requirements, i.e. Substations, National Key Points, Private Property, etc.

5.2 People restrictions, hours of work, conduct and records

Service to be carried out during office hours. Work after hours will be permitted only if prior arrangements have been made with the Eskom official concerned.

5.3 Health and safety facilities on the Affected Property

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

The Contractor provides the necessary services - water, electricity, sewerage, toilet facilities etc. The Contractor arranges for a communication network, including telephones, to suit his needs. Note must be taken that cell phone reception is not available on at certain substations
The Contractor removes all evidence of construction camp(s) on completion, and rehabilitates the area to the satisfaction of the landowner and the Supervisor.

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

5.4 Environmental controls, fauna & flora

Refer to the Environmental requirements and compliance to the relevant EMPs.
No protected tree shall be cut without a permit.

5.5 Cooperating with and obtaining acceptance of Others

- Vegetation management will be required in Substations of which some substations are National Key Points. The Contractor is to make all the necessary prior arrangements with the substation supervisor for all access requirements for the required vegetation management. Failure to do this will result in access to site delays.

5.6 Records of Contractor's Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

5.7 Equipment provided by the *Employer*

All equipment to be provided by the Contractor

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

All site services and facilities to be provided by the Contractor.

5.8.2 Provided by the *Contractor*

Contractor to provide their own equipment, site facilities and tools.

5.9 Control of noise, dust, water and waste

Please note what it is not a given fact that ESKOM will provide water for the vegetation activities. Where possible, Eskom will provide, however, certain sites might not have water available. It will be good practice for contractor to contact Employers representative prior to the start of the work to find out if sufficient water is available on site.

5.10 Hook ups to existing works

State any constraints

Adherence to Eskom's policies and procedures

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Once the SOW on a Taskorder is completed the Contractor requests an inspection. The Eskom Supervisor must be given at least 1 week to respond. The inspection is done with reference to the SOW. If the work is complete the Eskom Supervisor will sign both the SOW and Invoice. The Contractor will submit the signed invoice and SOW to the Service Manager.

If the work is incomplete the Contractor will be required to return to site and rectify the work.

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

5.11.2 Materials facilities and samples for tests and inspections

Eskom may request a sample of the herbicide and send it for sampling to ensure correct herbicide is applied.

6 List of drawings

6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title
240-80605256	4	ACCESS TO PRIVATE PROPERTY (INCLUDES STRATEGY ON ACCESSING GAME RESERVES / FARMS / SMALLHOLDINGS)
240-70172585	2	VEGETATION MANAGEMENT AND MAINTENANCE WITHIN ESKOM LAND, SERVITUDES AND RIGHTS OF WAY
240-52456757	1	Contract Specification for Vegetation Management Services on Eskom Networks