

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

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

### 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.

### **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*

Item nr	Description	Number of employees	Hourly rate	Cost + %	Price
1	Assistant Officer Majuba Nature Reserve (as the Supervisor)	1			
2	Semi-skilled with Driver's licence	2			
				Cost + %	Price
4	Supply of food for the game in winter				
5	Supply of herbicides for invasive species clearing and maintenance.				
6	Supply of spares for invasive species clearing and maintenance equipment.				
7	Maintenance and repair of the equipment used for invasive species clearing and maintenance				
8	Maintenance and repair of ground water supply equipment.				
9	Maintenance and repair of fence and access gates				
10	Inspection of nature reserve fence				

The total of the Prices

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

## C3.1: EMPLOYER'S SERVICE INFORMATION

### 1 Description of the service

#### 1.1 Executive overview

The Employer requires the services of a labour force to Supply of Labour to perform the conservation maintenance work on the Majuba Nature Reserve. These services consist of general conservation maintenance tasks and plant invader control but are not limited to.

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

The *Contractor* performs the following as part of the *service*:

- Supplies staff;
- Supplies herbicide for invasive species clearing and maintenance;
- Supplies spares for invasive species clearing and maintenance equipment;
- Rehabilitate areas that are linked to erosion and ensure that vegetation is replanted within the area.
- Supplies winter food for the game
- Maintains and repairs equipment used for invasive species clearing and maintenance by suitably qualified personnel
- Maintains and repairs fence and access gate
- Maintains and repairs ground water supply equipment by suitably qualified personnel
- Inspects Nature Reserve fence
- Conducts game count
- Reports injured game and mortalities

#### 1.3 Interpretation and terminology

##### 1.3.1 Abbreviations

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AFSA	Arbitration Foundation of Southern Africa
B-BBEE	Broad Based Black Economic Empowerment
BEE	Black Economic Enterprises
BWO	Black Woman Owned
COID	Compensation in the case of Disablement
CPI	Consumer Price Index
CSDP	Competitive Contractor Development Programme
CV	Curriculum Vitae
EIA	Environmental Impact Assessment
OH&S	Occupational Health and Safety (department)
OHSA	Occupational Health and Safety Act, Act 85 of 1993

### 1.3.2. Terminology

Below are some descriptions and clarifications of terms used by the *Employer* in this document.

Term	Definition
<b>Construction Health and Safety Agent:</b>	A competent person who acts as a representative for the <i>Contractor</i> in managing health and safety on a construction project for the <i>Contractor</i> and who has satisfied the registration criteria of the South African Council for the Project And Construction Management Professions (SACPCMP) to perform the required functions.
<b>Requirement</b>	A condition or capability needed by a user to solve a problem or achieve an objective.
<b>Scope of Supply:</b>	The sum of the products, services, and results to be provided as a project.
<b>Shall, Should, May:</b>	“Shall” is used to denote a requirement, “Should” a recommendation and “May” to denote permission in <i>Employer’s</i> Service Information and relevant specifications.
<b>Takeover:</b>	Process of transfer of responsibility for all or part of a project or its deliverables to the <i>Service Manager</i> from the <i>Contractor</i> . Typically, this takes place at the end of task order or a major part thereof.
<b>Action of the Service Manager:</b>	The actions the <i>Service Manager</i> has to perform in fulfilling their express duties, under the TSC.
<b>Others:</b>	<p>The provision of technical guidance, technical coordination and technical leadership to the project, to ensure the services is suited for its designated purpose as stated in the Service Information.</p> <ul style="list-style-type: none"> <li>• The SGR main contractor,</li> <li>• NNR,</li> <li>• <i>Service Manager’s</i> Authorised Inspection Agency (AIA),</li> <li>• <i>Employer’s</i> consultants and</li> <li>• consultants.</li> </ul> <p>The list is updated, by the <i>Service Manager</i>, each time a third parties contract is placed by the <i>Employer</i> or when Others change.</p>
<b>Include:</b>	If “include” is followed by other, specific, words it will not be construed as limiting the meaning of the general words preceding it, save where the word “similar” precedes the word “include”.
<b>Including:</b>	If “Including” is followed by other, specific, words will not be construed as limiting the meaning of the general words preceding it, save where the word “similar” precedes the word “including”.

## 1.4 Description of the Service

### Labour

The *Contractor* supplies two (2) general workers with the following training and experience for Majuba Nature Reserve:

- Must be semi- skilled, literate, and physically fit.
- Valid herbicide usage training and experience.
- Valid brushcutter, chainsaw and chipper training.

- The general workers must possess a valid code C drivers' licence and must be experienced tractor operators. One of them must also have a valid Public Drivers Permit.
- One of the general workers must have valid first aid training (Level 2).
- Must have a minimum of 1 year work experience at the relevant site
- Experience in invasive plant species identification and eradication methods (Minimum 1 year) is a requirement for the general workers.

The *Contractor* supplies one (1) Assistant officer (Supervisor) with the following training and experience for Majuba Nature Reserve:

- National Diploma in Nature Conservation or equivalent.
- Must have a valid Pest Control Operator (PCO) certificate
- Must have a valid Code **EC** or C driver's licence and Public Drivers Permit.
- Minimum 5 years valid nature reserve management experience.
- Must have a minimum of 1 year work experience at the relevant site
- Must have alien vegetation clearing experience.
- Must have experience in staff management and supervision.
- Report writing skills.
- Must know how to use GPS and maps.
- SHE representative experience and must be fully conversant with the OHS Act.

The *Supplier* will provide the *Employer* with a replacement if any of the General Workers go on leave for longer than 1 (one) continuous week.

The *Contractor* will issue each staff member with the following PPE per year:

- 2 pairs of overalls,
- 1 pair of herbicide application overalls,
- 2 raincoats,
- 2 pairs of steel tip safety shoes,
- 1 pair gumboots,
- Hat for sun protection,
- Sunblock SPF 40+,
- Safety glasses UV protected.
- Gloves as and when required.
- Hearing protection.
- Chainsaw pants, shirt and headgear

Thereafter the supplier will issue safety gear as needed if old gear is worn out or damaged.

#### **Supply of herbicide for invasive species clearing/maintenance**

Supply of herbicide for invasive species clearing/maintenance as per the herbicide list attached as Annexure. This section will be on a cost +% basis.

#### **Supply of spares for invasive species clearing and maintenance equipment**

Supply of spares for invasive species clearing/maintenance equipment. This section will be on a cost +% basis.

#### **Maintenance and repair of the equipment used for invasive species clearing and maintenance.**

Maintenance and repair of the equipment used for invasive species clearing and maintenance as per the list attached as Annexure 2. This section will be on a cost +% basis.

#### **Maintenance and repair of ground water supply equipment (Windmills).**

Maintenance and repair of the ground water supply equipment - two (2) windmills. This section will be on a cost +% basis.

#### **Maintenance and repair of fence and access gate.**

Maintenance and repair of fence and access gate. This section will be on a cost +% basis.

### Supply of winter Food

Supply of winter food for the animals.

#### i. Management of Work Done by Task Order

This *service* is managed by the issuance of Task Orders by the *Service Manager*. The *Contractor* performs the instructed *services* against the rate based task orders, using the rates in the Prices, including the following:

- Equipment,
- Plant and
- Materials.

## 2 Management strategy and start up.

### 2.1 The *Contractor's* plan for the *service*

#### b. The *Employer's* SAP task order system

- A SAP task order, together with an instruction from the *Employer* to perform a Task, is the *Employer's* notice to the *Contractor* to carry out a Task.
- The *Contractor* does not perform any work without a SAP task order accompanying the *Employer's* instruction to perform a Task.
- The *Contractor* performing work without a SAP task order is done at the risk of non-payment by the *Employer*.
- The *Employer* may not issue a SAP task order for *services* to end after the *completion date* of the Contract.

To enable payment the *Employer's* representative and the *Contractor* signs next to each line of the *Works* on the applicable SAP generated task order. The signed copy of this SAP-generated task order is forwarded (faxed or hand delivered) to the Contracts Administration Section on *site*.

The *Contractor* ensures that the numbers of employees stated in the Task Order for the particular *service* is at all times available to the *Employer*.

### 2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly	Majuba Power Station	<i>Employer &amp; Contractor</i>
Overall contract progress and feedback	Monthly	Majuba Power Station	<i>Employer &amp; Contractor</i> _____

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

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



The *Contractor* adheres to the *Employer's* procedure re. Fitness (FFD) for duty requirements for *Suppliers* and *Contractors* who are required to perform work inside the owner-controlled areas of Majuba Power Station. This document is not applicable to visitors. Accesses for visitors are dealt with in KAA-777.

The objective of the *Employer's* FFD programme is to provide reasonable assurance that the *Contractor's* plant employees will perform their tasks in a reliable and trustworthy manner and are not under the influence of any substance or suffer from any health impairment which in any way adversely affects their ability to safely and competently perform their duties. The FFD programme also gives reasonable assurance that the workforce has been trained and their technical competence has been assessed.

The *Employer's* FFD process is designed to only allow the *Contractor's* employees to perform work if they:

- Have valid identification documents;
- Have been declared free of drugs and alcohol;
- Have been declared healthy, physically able and free of any medical condition that could impair their ability to perform the work they have been appointed for;
- Have valid work permits;
- Have completed the security background verification process;
- Have the qualifications required for the task;
- Have the minimum induction training required to work on Affected Property;
- Have been declared competent and authorised to perform the work they have been appointed for;
- Have received specific training required for the work they will be required to perform; and
- Have signed a non-disclosure agreement to protect the *Employer's* information, they come in contact with.

### **2.3.2 FFD requirements before registration take place**

Information the *Contractor's* employee must supply:

- Identification document;
- Work permit (non SA citizens);
- Qualifications;
- Curriculum Vitae (CV);
- Criminal record history; and
- Proof of residential address.

Forms that the *Contractor's* employee must sign

- Pre-placement medical examination;
- Baseline questionnaire for audiometry;
- Medical declaration;
- Security permit application;
- Consent to disclose criminal information (if the *Employer* is performing the criminal check);
- SAPS enquiry; and
- Non-disclosure agreement (protection of information)

Activities to be performed before the *Contractor's* arrival at the Affected Property

### **2.3.3 Fraudulent Documents**

The *Contractor's* employees that have presented fraudulent documentation are permanently denied access to the *Employer's* Affected Property.

### **2.3.4 False Declarations**

The *Contractor's* employees that have made false declarations are permanently denied access to the *Employer's* Affected Property.

### 2.3.5 FFD requirements after registration takes place:

Activities to be performed after the *Contractor's* arrival at the Affected Property:

	Activity Description	Employer	Contractor	Requirement	Planning	Additional Notes
•	Enrolment on FFD System	X	X	<i>Contractor's</i> employees shall be enrolled on the <i>Employer's</i> FFD system by the Security Group when they arrive on Affected Property.	10 min	<ul style="list-style-type: none"> <li>A <i>Contractor's</i> employee will not be allowed to attend any further FFD activities if he/she is not enrolled on the FFD system and issued with a bar coded form.</li> </ul>
•	Drug Test	X	X	All the <i>Contractor's</i> employees are required to perform a drug test administered by the <i>Employer</i> . This test will be done notwithstanding the test done by the <i>Contractor</i> .	30 min	<ul style="list-style-type: none"> <li>The <i>Contractor's</i> employees that fail the drug test are not allowed to continue further on the FFD process and will be required to leave the Affected Property and will be denied access for at least 12 months.</li> </ul>
•	Criminal History Verification	X	X	All <i>Contractor</i> employees that apply for a security permit to access the Affected Property are required to give consent to the <i>Employer</i> to verify their criminal background. This activity is performed on Affected Property by the <i>Employer's</i> Security staff for South African citizens by the taking of a set of	30 min	<ul style="list-style-type: none"> <li>South African citizens who have obtained their criminal records direct from the South African Police are only required to provide the <i>Employer's</i> Security staff with a set of fingerprints, for record purposes.</li> <li><i>Contractor</i> employees with a criminal background that is deemed to be a security risk to Majuba are denied access to the Affected Property</li> </ul>

	Activity Description	Employer	Contractor	Requirement	Planning	Additional Notes
				finger prints and forwarding same to the SAPS for verification.		
•	Health Verification	X	X	<i>Contractor</i> employees are required to report to the <i>Employer's</i> Health Services section where the medical examination performed off-Affected Property will be verified to ensure that all requirements have been met.	30 min	The duration of this activity is approximately 30 minutes
•	Induction Training including: <ul style="list-style-type: none"> <li>• SAT</li> <li>• PAT</li> <li>• FME (Generic)</li> <li>• Human Performance</li> </ul>	X	X	<ul style="list-style-type: none"> <li>• <b>Site Access Training (SAT)</b> <i>Contractor</i> employees that are required to work outside the protected area of KNP are required to complete the SAT course before work may commence.</li> <li>• <b>Plant Access Training (PAT)</b> <i>Contractor</i> employees who are required to work inside the protected area of q are required to</li> </ul>	8 hours	<ul style="list-style-type: none"> <li>• <b>Site Access Training (SAT)</b> The SAT course is designed for persons working only in the OCA. Their security permits will not allow them access to the protected area of KNP. <i>Contractor</i> employees that do not successfully complete the SAT course shall not be allowed access to the Affected Property.</li> <li>• <b>Plant Access Training (PAT)</b> <i>Contractor</i> employees that do not successfully complete the PAT course are not allowed access to the Affected Property. <i>Contractor</i> employees required to perform work in the intake</li> </ul>

	Activity Description	Employer	Contractor	Requirement	Planning	Additional Notes
				<p>complete the Plant Access Training (PAT) course before work may commence.</p> <ul style="list-style-type: none"> <li>• <b>Foreign Material Exclusion Training (FME)</b> <i>Contractor</i> employees coming to Affected Property that require access to FME zones or will perform any hands-on work on the plant are required to complete this training.</li> <li>• <b>Human Performance Training (HPT)</b> <i>Contractor</i> employees that are required to work inside the protected area of KNPS shall complete the Human Performance Training (HPT) before work may commence.</li> </ul>		<p>basin are required to pass the PAT</p> <ul style="list-style-type: none"> <li>• <b>Foreign Material Exclusion Training (FME)</b> <i>Contractor</i> employees that do not successfully complete the FME course are not allowed access to FME zones. Personnel required to perform hands-on work on the plant and for which FME was identified as part of the training requirements that do not complete the FME course successfully are not allowed access to the plant</li> <li>• <b>Human Performance Training (HPT)</b> <i>Contractor</i> employees that do not successfully complete the HPT course are not allowed access to Affected Property. <i>Contractor</i> employees required to perform work in the intake basin are required to pass the HPT course.</li> </ul>
•	Induction to Working at	X	X	• <i>Contractor</i> employees are required	8 hours	<ul style="list-style-type: none"> <li>• Only if required</li> <li>• Failure to successfully complete the Working</li> </ul>

	Activity Description	Employer	Contractor	Requirement	Planning	Additional Notes
	Heights / Material Handling			to successfully complete the required Working at Heights/ Material Handling training before working at heights or handling material is considered.		at Heights / Material Handling training will result in restriction to work at heights or handling material being prohibited
•	Supervisor Training	X	X	<ul style="list-style-type: none"> <li>• <i>Contractor</i> employees are required to work as supervisors must successfully complete the required Supervisor training before work is considered.</li> </ul>	2.5 days	<ul style="list-style-type: none"> <li>• Only if required</li> <li>• Failure to successfully complete the supervisor training will result individual being prohibited to do supervision</li> </ul>
•	Final acceptance and Issuing permit	X	X	<ul style="list-style-type: none"> <li>• All required FFD requirements are completed successfully before final acceptance is processed and a security permit is issued by the Security Group.</li> </ul>	30min	

### 2.3.6 Exit procedure

The *Contractor* and the *Employer* ensure that permit holders that no longer require access to the Affected Property follow the FFD exit procedure. Failure to do so may result in the *Contractor's* employee being denied access in future.

The duration of the exit activity is approximately 90 minutes and includes an exit medical examination.

## 2.4 Documentation control

All communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.

### 2.4.1 Communications

All communication is addressed to the *Service Manager*. All communication makes reference to:

- the contract number issued by the *Employer* i.e. 4600.....;
- the title of the contract;
- the specific SC3 clause under which the communication is issued; and
- an unique letter reference number

### 2.4.2 Correspondence Numbers

The unique reference numbers to be used for written correspondence between the *Employer* and *Contractor* and vice versa is:

- from the *Employer* to the *Contractor*: 46600..... P/S 0xxx; and
- from the *Contractor* to the *Employer*: 46600.... S/P 0xxx with 466002... referring to the contract number and the next sequential letter (channel) number.

All documents transmitted to the *Employer* for review/acceptance/record/information are transmitted under cover of a document transmittal note with a completed and signed transmittal cover sheet. The title of each letter clearly summarises the purpose of the letter. All communications is faxed / hand delivered to the *Employer* and followed up with a confirmation e-mail. When these letters are submitted by means of e-mail, the title of the letter is reflected in the subject line and only one letter is submitted per e-mail.

## 2.5 Invoicing and payment

The *Contractor* ensures that the requirement in terms of Section 20(4)(C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4)(C), is adhered to. The *Employer* requires adherence by the *Contractor* to this requirement, applicable from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement.

The *Contractor* delivers an original Tax Invoice to the *Employer's* Financial Accounting group. See example of Tax invoice in table 1c. The payment period will start from the date and time at which the invoice and all relevant documentation were received at this office.

- The *Employer's* VAT Registration Number is: 4740101508
- Particulars included on the *Contractor's* Tax Invoice
- The name and address of the *Contractor*
- The date of the invoice
- An invoice number
- VAT registration number (*Contractor* and *Employer's*)
- Reference to Contract and/or Task instruction number
- A descriptive title of the service covered by the Invoice and/or the Contract's assessment number
- A copy of the Assessment Certificate/Signed Task instruction

All invoices are to be addressed as follows:

Eskom Holdings SOC Limited - Majuba Power Station  
Private Bag 9001  
Volksrust  
REPUBLIC OF SOUTH AFRICA  
2470  
Attention: Financial Accounting  
or

Eskom Holdings SOC Limited - Majuba Power Station  
Private Bag 9001  
Volksrust  
REPUBLIC OF SOUTH AFRICA  
2470  
Attention: Financial Accounting

**The Contractor attaches the below original Tax invoice to the Employer for assessment.**

FROM : Tax Invoice No :  
Date :  
**Your Order No:**  
Your Vat No : 4740101508  
  
Reg. No:  
Vat No:

TO : 

ESKOM HOLDINGS SOC LIMITED - Majuba Power Station Private Bag 9001 Volksrust SOUTH REPUBL AFRICA IC OF SOUTH AFRICA
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<b>Job Description :</b>	Date:
	Task/order .....

	Number of Hours	Total
Assistant Officer		
Semi-Skilled		
Semi-Skilled		

## 2.6 Contract change management

The *Consultant* provides quotations for compensation events detailing the following items as a minimum:

- Introduction;
- Executive summary;
- Contractual basis of compensation event;
- Details of the compensation event;
- Assessment of compensation event;
- Conclusion;
- Accepted programme showing impact of delay or proving basis of compensation event; and
- Appendices.

## 2.7 Records of Defined Cost to be kept by the Contractor

In order to substantiate the Defined Cost of compensation events, the *Employer* requires the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. [See clause 11.2(5) and 63.2]. The records must be kept in both electronic and hard copy, and must be issued to the *Employer* at the earliest possible time.

## **2.8 Equipment**

The *Contractor* is required to supply all Equipment to provide the Service. All equipment and vehicles must comply with the *Employers* safety standards.

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

### **2.9.1 Equipment**

None

### **2.9.2 Information and other things**

None

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

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

The *Contractor* complies with the *Employers* SHE specifications reference 32-136(0) and requests it from the *Employer* on site establishment.

- A Safety, Health, and Environment (SHE) plan shall be submitted to the *Employer* for services performed on Affected Property before commencement of the Contract.
- Provide a copy of current health and safety policy.
- All work carried out by the *Contractor*, is done in strict accordance with all relevant safety Laws and procedures.
- The *Contractor* provides the *Service Manager* with the following before work at Affected Property commence:
  - Health and Safety plan;
  - Letters of appointment;
  - Risk assessments of the tasks;
  - Proof of registration as a pest control operator;
  - All employees must have valid herbicide training;
  - At least one team member must be a qualified first aider with a valid level 2 first aid certificate; and
  - All operators of Equipment must have valid training certificates from an accredited training company to operate such equipment.

Safety induction and Environmental training pertaining to the Affected Property will be conducted by the *Service Manager*.

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

The *Contractor* ensures that all plant and materials, services and work supplied in terms of this contract conform to all applicable environmental legislation and to the *Employer's* environmental specifications. Personnel do not enter the property beyond the road reserve boundary irrespective of whether or not the boundary is fenced. The *Contractor* takes every precaution to avoid damage to vegetation within the area that falls outside the designated work areas. Any damage caused will be repaired at the *Contractor's* expense. Storage and stockpiling of materials will not be permitted without the written consent of the *Employer*.

The *Contractor* ensures that all concepts and provisions stated in the National Heritage resources Act, no 25 of 1999 is adhered to and that no disturbance of whatever nature may take place on any of the Affected Properties without the consent of Generation Environmental Management (GEM) & South African Heritage Resource Association (SAHRA).

### **3.3 Quality assurance requirements**

The *Contractor* complies with the *Employers* Environmental Management Programme of the Affected Property.

## **4 Procurement**

### **4.1 People**

#### **4.1.1 Minimum requirements of people employed**

General workers will have the following training and experience:



- Must have one year relevant work experience at the respective work site.
- Must be semi- skilled, literate and physically fit.
- Experience in invasive plant species identification and eradication methods (Minimum 1 year) is a requirement for the general workers.
- Veld firefighting training experience.
- Valid herbicide usage training and experience.
- Valid brushcutter, chainsaw and chipper training.
- One of the general workers must valid first aid training (Level 2).
- One (1) of the general workers must possess a valid code C driver's licence and must be an experienced tractor operator. This driver must also have a valid Public Drivers Permit.
- Three (3) of the general workers must possess a valid code B licence and must be an experienced tractor operator. This driver must also have a valid Public Drivers Permit.

**The Supervisor will have the following training and experience:**

- Must have one year relevant work experience at the respective work site.
- National diploma in Nature conservation or other relevant field
- Minimum 5 years valid nature reserve management experience.
- Must have a valid Code **EC or C** driver's licence and Public Drivers Permit.
- Must have experience in staff management and supervision.
- Must have alien vegetation clearing experience.
- Report writing skills.
- Must know how to use GPS and maps.
- Safety rep experience and must be fully conversant with the OHS Act.

**Responsibility of the *Supplier's* Supervisor will include but not be limited to:**

**Day to Day duties:**

- Open up and lockup workshop every day. As per working hours. 7h30 morning 16h45 afternoons.
- Update timesheets. File must be kept at office.
- Organize teams for the day. Brief general workers on daily tasks. Allocate vehicles and equipment. See that the right equipment for every task is issued.
- Check that equipment issued register is up to date and signed by everyone.
- Make sure the person that drives a vehicle or tractor and equipment does the inspection checklists, before leaving workshop.
- If it is new task go out with team and explain exactly what is required.
- Visit the teams regularly during day and spend time at the work sites.
- Make sure vehicles, workshop and terrain are neat and clean.
- Assist Environmental Office where needed in day to day management and other duties and projects.
- Reporting of SHE incidents.

**Weekly & monthly duties:**

- Weekly meeting with Environmental Officer.
- Draw up a weekly planning schedule as per instructions and discussions with Environmental Officer and keep copy in file.
- Keep SHE file up to date with regards to weekly and monthly checklists and all relevant information.
- Do 2-3 task procedure evaluations per month and keep on file. Make sure EO get copies for Regional Safety meeting.
- Give a weekly safety talk and attend safety meeting once a month with Environmental Officer.
- Draw up a maintenance, patrol and inspection schedule for month.
- Make sure maintenance and inspection checklists are up to date and schedules are implemented.
- Write a monthly report as per prescribe format.

**4.1.2 BBBEE and preferencing scheme**

The *Employer* as an organ of state is governed by the Preferential Procurement Regulations 2011 which stated that all contracts for Goods or Services are procured in accordance with a system that is fair, equitable, transparent, competitive and cost-effective.

The following preference point systems will be applicable to all tenders

The use of the 90/10 system (90 (price) and 10 (BBBEE) preference point system for procurement greater than R1 M.

A two stage of tender evaluation will apply

- First stage

The use of functionality (technical evaluation) as a gatekeeper. Only *Contractors* who meet the functionality threshold will be further evaluated.

An analysis of the *Contractors* financial statements will be conducted for the purposes of establishing the *Contractors* financial viability and ability to meet its entire contractual obligation for the duration for the contract, should the *Contractor* be awarded the contract.

Where applicable a financial evaluation will be conducted by the *Employer* to further evaluate the financial viability of the *Contractor*.

Financial analysis will be conducted on all responsive and compliant tenders prior to the price and preference scoring.

- Tenders which do not meet the *Employer's* financial requirements will not be evaluated further.
- Second stage.

*Contractors* will be further evaluated in terms of their price and B-BBEE status level of contribution using the 90/10 preference point system:

90%	Price; and
10%	B-BBEE Status Level of Contribution

An approach involving cross functional teams will be taken during the evaluation of tenders to ensure that the best interests of the *Employer* are assured.

Local Production and Content in terms of Regulation 9 of the Preferential Procurement Regulations  
The Services is not covered under a designated sector.

#### 4.1.3 Gatekeepers

- **South African Revenue Service**

According to the South African Revenue Service all contractors / suppliers must submit a valid and original tax certificate issued by the South African Revenue Service (SARS) before contract award.

- **COID**

Letter of Good Standing with Compensation Commissioner, i.e. Compensation of Injuries & Diseases (COID).

- **Code C Driver's licence**

One (1) of the general workers must possess a valid code C driver's licence and must be an experienced tractor operator. This driver must also have a valid Public Drivers Permit.

- **Code B Driver's licence**

Three (3) of the general workers must possess a valid code B licence and must be an experienced tractor operator. This driver must also have a valid Public Drivers Permit.

- **Code EC or C Driver's licence**

Must have a valid Code EC or C driver's licence and Public Drivers Permit.

- **First Aid training**

At least two (2) of the general workers must valid first aid training (Level 2).

- **One (1) year relevant experience at the respective sites.**

The labour and assistant officers must have a minimum of ne (1) year experience at the respective sites.

- **Company Health and Safety**

The company must provide a Health and Safety plan by tender closing.

- **Functionality (Technical Evaluation)**

A weighted score-card approach is used to evaluate the technical compliance of the tenders against the specifications. The contractor will need to have a weighted score of 80% or more to qualify technically.

#### 4.2 Subcontracting

Subcontracting will not be allowed for these Services.

#### 4.3 Plant and Materials

##### 4.3.1 Specifications

Tools, equipment and vehicles are inspected prior to the commencements of, as well as during the duration of the contract.

#### 5 Working on the Affected Property

The *Contractor* adheres to the *Employer's* procedure re. Fitness for duty requirements for vendors and *Contractors* who are required to perform work inside the owner-controlled areas of Majuba Power Station. This document is not applicable to visitors.

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

c. As per Point 2.3 *Contractor's* management, supervision and key people

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

All work will be performed during normal working hours, i.e. Monday to Thursday from 07h30 to 16h45, with a lunch break of 30 minutes, and Fridays from 07h30 to 12h30, with no lunch break. Additional hours may be required if emergencies occur (such as veld fires, etc.). This requirement should be catered for. It will be the responsibility of the *Contractor* to ensure that his employees are on time for work.

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

#### **5.3.1 Emergency mustering, accountability and evacuation**

Due to the nature of the Site it is a requirement to have full accountability of employees at all times. It is therefore required that the *Contractor* has and maintains a current status and accountability list of all his personnel on *site*. The accountability list shall be handed to the *Employer* each time a change occurs.

The *Contractor* will ensure that his *site* supervisor takes full responsibility of this requirement and that he and his employees are fully conversant with the mustering requirements as detailed in procedure 250-158605346 that can be obtained from the documentation group on *site*.

#### **5.3.2 Health and safety on Site**

Refer to SHE Specification for *Contractors* (which is available on request from the *Employer*).

Prior to work starting on the Site, the *Contractor* delivers his health, safety and environmental plan as required, in terms the Constructions Regulations promulgated under the of Occupational Health and Safety Act 85 of 1993, to the *Employer* for his acceptance. The *Contractor* does not proceed with any work on the *site*, until the plan has been accepted."

#### **5.3.3 Occupational Health and Safety Act (OH&SA#85 of 1993)**

- The Act is the governing law for all work and is complied with at all times.
- *Employee* protective clothing as specified in the Act for all work, except work in the radiological controlled zone, is provided and is kept in good order by the *Contractor*. Protective clothing for work in the controlled zone is prescribed and is supplied by the *Employer*.
- The *Contractor* completes the Construction Regulations Checklist as per Appendix 3 within 4 weeks of the *starting date*.

#### **5.3.4 Medical aid facility**

First aid facilities are available on site.

Casualty facilities are available at hospitals within a 80km radius.

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

The *Contractor* ensures that all plant and materials, *services* and *work* supplied in terms of this contract conform to all applicable environmental legislation and to the *Employer's* environmental specifications. Personnel and plant shall not enter property beyond the road reserve boundary irrespective of whether or not the boundary is fenced.

The *Contractor* shall take every precaution to avoid damage to vegetation within the area that falls outside the designated work areas. Any damage caused is to be repaired at the *Contractor's* expense.

Storage and stockpiling of materials within the road reserve will not be permitted without the written consent of the *Environmental Officer*.

### **5.5 Laws and regulations to be complied with**

Specific laws to be complied with:

The *Contractor* at his own expense the Protection of Information Act 84 of 1982 and in general with all laws, regulations, bye-laws and requirements of local and other authorities which may be applicable to the *Works* and as amended or replaced.

At the *site* the *Contractor* is at all relevant times under the authority of the *Employer's* Land Portfolio Manager for the purpose of giving effect to the provisions of the above clause hereof. Notwithstanding the afore said, this does not in any way relieve the *Contractor* of his obligation to comply with the relevant legislation, should the *Employer's* Land Portfolio Manager fail to act in any specific manner which makes him or the *Employer* liable in any way whatsoever.

The *Contractor* at its own expense complies with the Basic Conditions of Employment Act No. 75 of 1997. The *Contractor* indemnifies the *Employer* against any claims, proceedings, compensation and cost arising from the *Contractor* transgression of the Act.

The *Contractor* complies with all relevant labour legislation and applies to the Ministerial Determination for working hours, and obtains approval prior to the commencement of any work on *site*. The *Contractor* submits the approval to the *Employer* for acceptance.

**5.6 Cooperating with and obtaining acceptance of Others**

Each Party is responsible for all dealings with government and local authorities relating to its role in terms of the contract and obtains and maintains at its own expense such permits, licences, and authorisations as may be required in this regard.

The *Contractor* maintains at all times a harmonious relationship with and co-operates with the *Employer* and or their employees who may be involved

**5.7 Records of Contractor's Equipment**

All equipment and tools are subject to a security screening allowed on the Site. All equipment and tools are listed and specified before brought on Site. This list serves as evidence for removal permits upon Completion of the *works*. Vehicles are only allowed on Site if justification is provided to the *Employer* that such a vehicle is essential to Provide the Services.

**5.8 Equipment provided by the Employer**

Not applicable

## **5.9 Site services and facilities**

### **5.9.1 Provided by the *Employer***

- The *Employer* shall provide sufficient toilet facilities for the use of his employees and the *Contractor* shall be entirely responsible for maintaining such toilets in a clean, orderly and sanitary condition to the satisfaction of the *Employer*.
- The *Employer* provides a *site* for the *Contractor's* lock-up facilities. A written request indicating the *Contractor's* requirements with respect to area for storage of equipment and any other requirement is submitted to the *Employer* as part of the Tender Document. As space is limited on the *site*, the *Employer* may not be able to meet the *Contractor's* requirements, but will endeavour, as far as possible, to accommodate the *Contractor*. The *Employer* does not take any responsibility for any loss or damage to the *Contractor's* property. It is suggested that the *Contractor* make use of a container to store his equipment.
- A *site* for the *Contractor's* lock-up facilities will be pointed out at the *site* handover meeting.
- the *Employer* shall provide his own 4 x 4 transport for services provided on site

### **5.9.2 Provided by the *Contractor***

- *Contractor* provides transport to staff to access the Site.
- *Contractor* provides everything necessary for Providing the Service.

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

The *Contractor* shall execute the *works* in a manner that ensures dust and noise control measures and shall dispose waste safely.

### **5.11 Hook ups to existing works**

Not applicable

### **5.12 Tests and inspections**

Not applicable

## **6 List of drawings**

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

Not applicable