# 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 for Acacia, Ankerlig and Palmiet Power Stations for a period of five years.**

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

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# PART C1: AGREEMENTS & CONTRACT DATA

**Contents:**


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| | [to be inserted from Returnable Documents at award stage] | |

# 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 FOR ACACIA, ANKERLIG AND PALMIET POWER STATIONS FOR A PERIOD OF FIVE YEARS.**

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

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

| | | |
|---|---|---|
| Options A | The offered total of the Prices exclusive of VAT is | **R [●]** |
| | Sub total | **R [●]** |
| | Value Added Tax @ 15% is | **R [●]** |
| | The offered total of the amount due inclusive of VAT is[1] | **R [●]** |
| | (in words) **[●]** | |

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

Signature(s) .....

Name(s) .....

Capacity .....

**For the tenderer:** .....

*(Insert name and address of organisation)*

Name & signature of witness .....

Date .....

Tenderer's CIDB registration number: .....

[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)* | ..... |
| Name & signature of witness | ..... | ..... |
| Date | ..... | ..... |

# C1.2 TSC3 Contract Data

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

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

| Clause | Statement | Data |
|---|---|---|
| 1 | **General** | |
| | The *conditions of contract* are the core clauses and the clauses for main Option: | |
| | | **A: Priced contract with price list** |
| | dispute resolution Option | **W1: Dispute resolution procedure** |
| | and secondary Options | |
| | | **X1: Price adjustment for inflation** |
| | | **X2 Changes in the law** |
| | | **X17: Low service damages** |
| | | **X18: Limitation of liability** |
| | | **X19: Task Order** |
| | | **X20: Key performance indicators** |
| | | **Z: *Additional conditions of contract*** |
| | of the NEC3 Term Service Contract April 2013[2] (TSC3) | |
| 10.1 | The *Employer* 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** |
| 10.1 | The *Service Manager* is (name): | **[●]** |
| | Address | **[●]** |
| | Tel | **[●]** |
| | Fax | **[●]** |
| | e-mail | **[●]** |
| 11.2(2) | The Affected Property is | **Acacia Power Station**<br>**Ankerlig Power Station** |

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

| | | |
|---|---|---|
| | | **Palmiet Pumped Storage Scheme** |
| 11.2(13) | The *service* is | **Vegetation Management at Acacia, Ankerlig and Palmiet Power Stations** |
| 11.2(14) | The following matters will be included in the Risk Register | **None** |
| 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 *law of the contract* is the law of | **the Republic of South Africa** |
| 13.1 | The *language of this contract* is | **English** |
| 13.3 | The *period for reply* is | • **Immediately for health and safety matters**<br>• **1 week during planning phase**<br>• **Three (3) working days during execution phase** |
| 2 | **The *Contractor*'s main responsibilities** | **Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data** |
| 21.1 | The *Contractor* submits a first plan for acceptance within | **Two (2) weeks of the Contract Date** |
| 3 | **Time** | |
| 30.1 | The *starting date* is. | **TBC** |
| 30.1 | The *service period* is | **Five (5) years** |
| 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 *assessment interval* is | **between the 25th - 30th day of each successive month or 1 to 3 days on Completion of Task Order.** |
| 51.1 | The *currency of this contract* is the | **South African Rand** |
| 51.2 | The period within which payments are made is | **30 days from when the *Contractor* provides the *Employer* with an invoice in accordance with the *law of the contract* and the *Employer*'s requirements stated in the Z Clauses and/or Services Information, reflecting the amount due for payment equal to that certified, accepted, or corrected by the *Service Manager,* or decided by the *Adjudicator* or awarded by the *tribunal*, as applicable.** |
| 51.4 | The *interest rate* 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**<br><br>**(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 *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.** |
| 6 | **Compensation events** | **There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.** |
| 7 | **Use of Equipment Plant and Materials** | **There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.** |
| 8 | **Risks and insurance** | |
| 80.1 | These are additional *Employer*'s risks | **None** |
| **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 *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than | **Four (4) weeks.** |
| **11** | **Data for Option W1** | |
| W1.1 | The *Adjudicator* | **the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).** |

| | | |
|---|---|---|
| W1.2(3) | The *Adjudicator nominating body* 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 *tribunal* is: | **arbitration** |
| W1.4(5) | The *arbitration procedure* is | **the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.** |
| | The place where arbitration is to be held is | **Cape Town, South Africa** |
| | The person or organisation who will choose an arbitrator<br>- if the Parties cannot agree a choice or<br>- if the arbitration procedure does not state who selects an arbitrator, is | **the Chairman for the time being or his nominee 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 *base date* for indices is: **One month before tender closure. Rates are fixed and firm for the first 12 months.**

The proportions used to calculate the Price Adjustment Factor are:

| proportion | linked to index for | Index prepared by |
|---|---|---|
| 0.85 | CPI | SEIFSA |
| 0.15 | Fixed/non-adjustable | |
| 1.00 | | |

**The proportions used to calculate the Price Adjustment Factor are:**
**SEIFSA**
- **15% fixed**
- **85% variable for which:**
  - **70% SEIFSA C-3 Actual Labour Cost**
  - **15% SEIFSA L-1(B) Own Transport of Goods and Personnel**
  - **15% SEIFSA D-2 Consumer Price Index**

**CPA frequency:** **Semi-annual (6 months)**

**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.**

**X17 Low service damages**

X17.1 The *service level table* is

| Low Service Damage Description | Value Of Low Service Damages | Limit Of Low Service Damage |
|---|---|---|
| **Lawn and vegetation maintenance** | 1.5% of Task order value per week | Limited to 10% of task order value |

| | | | |
|---|---|---|---|
| | Failure to cut grass to specified height and/or width. Failure to trim hedges/shrubs as specified. Failure to remove alien or apply herbicide vegetation specified. | | |
| | **General appearance**<br>Garden areas not kept tidy (tools left, uneven finish, unsafe conditions) | 1.5% of Task order value per week | Limited to 10% of task order value |
| | ***Contractor's* Health and Safety file**:<br>Submission of SHE file two (2) weeks before start of work. Also, at intervals as required by the *Employer*'s Safety Department. | 1.5% of Task order value per week | Limited to 10% of task order value |
| | **Submission Delays:**<br>Delays in submission of documents as detailed in this agreement | 2% of Task order value per week | Limited to 10% of task order value |
| | **Delay damages:**<br>Delays in completing the Task as per Task Order programme | 2% of Task order value per week | Limited to 10% of task order value |
| | **Resource delay**<br>Delays in providing minimum resources as per Contract requirements which will interfere with the timing of the service | 2% of Task order value per week | Limited to 10% of task order value |

| | | |
|---|---|---|
| **X18** | **Limitation of liability** | |
| X18.1 | The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to | **R0.0 (zero Rand)** |
| X18.2 | For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to | **the amount of the deductibles relevant to the event** |
| X18.3 | The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to | **The greater of**<br>• **the total of the Prices at the Contract Date and**<br>• **the amounts excluded and unrecoverable from the *Employer*'s insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles** |
| X18.4 | The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | **the total of the Prices other than for the additional excluded matters.**<br>**The *Contractor's* total liability for the additional excluded matters is not limited.**<br>**The additional excluded matters are amounts for which the *Contractor* is liable under this contract for**<br>• **Defects due to his design, plan and specification,**<br>• **Defects due to manufacture and fabrication outside the Affected Property,**<br>• **loss of or damage to property (other than the *Employer*'s property, Plant and Materials),**<br>• **death of or injury to a person and** |

| | | |
|---|---|---|
| | | • **infringement of an intellectual property right.** |
| X18.5 | The *end of liability date* is | **12 months after the end of the *service period*.** |
| **X19** | **Task Order** | |
| X19.5 | The *Contractor* submits a Task Order programme to the *Service Manager* within | **Three (3) 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 sub*Contractor*s 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*:

- Complies with the Occupational Health and Safety Act 85 of 1993 and all applicable health, safety and environmental laws and regulations;
- Complies with all *Employer* health, safety and environmental rules, procedures and site requirements;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health, safety and environmental 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 all applicable health, safety and environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Sub*Contractor*s, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Maintains all required safety documentation, certifications and compliance records necessary for the execution of the service.

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 Sub*Contractor*s, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

**Z7 Provision of a tax invoice, payment and interest**

Z7.1 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, (Act 89 of 1991 (as amended)) and to include the *Employer*'s VAT number 4740101508 on each invoice submitted for payment.

Z7.2 Within one week of receiving a payment certificate from the *Service Manager* or the *Employer*'s acceptance or correction of the *Contractor*'s assessment or application for payment, the *Contractor* provides the *Employer* with a tax invoice in the form required by the *law of the contract*, and this contract, including in accordance with any requirements and procedures stated in the Service Information, and showing the amount due for payment equal to that stated in the payment certificate, or that accepted or corrected assessment or application for payment.

Z7.3 If the *Contractor* does not provide a tax invoice in the form to be legally compliant, reflecting the certified, accepted or corrected amount and by the time required by this contract, the time by when the *Employer* is to make a payment, and the date from which interest is assessed for the certified, accepted or corrected amount, is extended by a period equal in time to the delayed submission of the legally compliant tax invoice.

Z7.4 The *Contractor's* provision of a tax invoice reflecting the certified, accepted or corrected amount does not affect the Parties' rights in terms of this contract, including with respect to disputed amounts.

Z7.5 The *Contractor* at all times complies with *Employer*'s Vendor Management System requirements to ensure invoices are processed and paid timeously. It is the *Contractor*'*s* responsibility to ensure that the *Employer* is informed of any changes in its organisation that would affect its vendor status, and to ensure that the necessary actions and due diligences are taken to ensure compliance with the *Employer*'s Vendor Management System. The *Employer* will not be liable for a delay in payment of invoices as a result of the *Contractor*'s non-compliant status on the *Employer*'s Vendor Management System and no interest will be claimable in this instance.

**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 *Contractor* or a third party, such party's employees, agents, or Sub*Contractor*s or Sub*Contractor*'s employees, or any one or more of all of these parties' relatives or friends, |
| **Coercive Action** | means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally, |
| **Collusive Action** | means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally, |
| **Committing Party** | means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Sub*Contractor*s or the Sub*Contractor*'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 *Contractor* to the *Employer*'s property | The replacement cost where not covered by the *Employer*'s insurance.<br><br>The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance. |
| Loss of or damage to Plant and Materials | The replacement cost where not covered by the *Employer*'s insurance.<br><br>The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance. |
| Loss of or damage to Equipment | The replacement cost where not covered by the *Employer*'s insurance.<br><br>The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance. |
| The *Contractor*'s liability for loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service | Loss of or damage to property<br>The replacement cost<br><br>Bodily injury to or death of a person<br>The amount required by the applicable law. |
| Liability for death of or bodily injury to employees of the *Contractor* 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 lir 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 Intellectual Property – Eskom owning Intellectual Property

| | |
|---|---|
| "**Intellectual Property"** | means (a) patents, trademarks, service marks, rights in designs, trade names, trade secrets, know how, copyrights and topography rights, in each case whether registered or not; (b) applications for registration of any of them; (c) rights under licences and consents in relation to any of them; (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world. |
| **"Background Intellectual Property"** | means any and all Intellectual Property rights that are not Foreground Intellectual Property and are owned or controlled by the relevant party or licensed to the relevant party prior to or outside of the *services* but required for the purposes of the *services*. |
| **"Foreground Intellectual Property"** | means all Intellectual Property rights and other matter capable of being the subject of intellectual property rights that is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of the execution of the *services* and rights which are developed substantially as a result of the *services*. Any *services* that will be developed, changed, modified and/or improved specifically for the Purposes will be Foreground Intellectual Property. Any data or any other information relating to *Employer's* proprietary information generated from the use of the *Contractor's* Background Intellectual Property. |

**Z13.1** The *Contractor* retains ownership of all Background Intellectual Property rights made by or on behalf of the *Contractor* as part of the *services* in information or material it uses in carrying out the *services*.

**Z13.2** All Foreground Intellectual Property rights, contained in any developed materials which are created by the *Contractor* or on behalf of the *Contractor*, for the purposes of and in support of the execution of the *services Employer*'s IP) vest with the *Employer*.

**Z13.3** Any data or any other information relating to *Employer's* proprietary information generated from the use of the *Contractor's* Background Intellectual Property, the copyright therein shall be owned by the *Employer*.

**Z13.4** The *Contractor* acknowledges that all rights, title, and interest in and to the Foreground Intellectual Property that may result or originate from or be developed in execution of the *services* vests in the *Employer* and that the *Contractor* has no claim of any nature in and to the Foreground Intellectual Property.

**Z13.5** The *Contractor* ensures that a copyright notice is incorporated or embossed or labelled on the Foreground Intellectual Property, where the *Employer* is reflected as the owner of the Foreground Intellectual Property.

**Z13.6** The *Contractor* is obliged to provide Foreground Intellectual Property manufacturing documents, designs, processes and/or specifications to the *Employer* before/on the *[completion date]*.

**Z13.7** The *Contractor* procures that each Sub-*Contractor* executes all and any *services* and takes all and any other actions as may be required, in order to give effect to this Agreement.

**Z13.8** The *Employer* retains all Background Intellectual Property rights in all documents made by or on behalf of the *Employer* including all documents and requirements provided prior to or during the execution of the *services*. The *Contractor* does not, without the written consent, of the *Employer,* copy, use or issue to a third party any of the *Employer's* Background Intellectual Property documents and requirements except for the purposes of executing the *services*.

**Z13.9** Either party procures that any third party executes confidentiality undertakings not to disclose to any other third parties, any of the [*Employer*'s Background Intellectual Property and IP documents and requirements at all, in respect of the *Employer*], or the Background Intellectual Property, in respect of the *Contractor.*

**Z13.10 Third Party Claims:**

**Z13.10.1** In the event of any claims being made or actions against the *Employer*, on the ground that the *Contractor* infringed any patent, trade mark or copyright, the *Contractor* is notified thereof and at its own expense, conducts all negotiations in consultation with the *Employer* for the settlement of the claim and litigation that may arise from such alleged infringement, provided that the *Employer* will not bear any financial burden or losses.

**Z13.10.2** Save where the *Contractor* fails to take over the conduct of the negotiation or litigation within a reasonable time of the notification of the alleged infringement, the *Employer* does not make any admission which might be prejudicial to the *Contractor*'s position. The *Employer*, at the request and the cost of the *Contractor* affords it all reasonable technical assistance that the *Employer* is able to provide for the purpose of contesting any such claim or action.

**Z13.10.3** Should it be held in any such action that any such protected rights have been infringed, as definitely stated by a judgment of the court before which the action is brought, the *Contractor*, at its own expense and in consultation with the *Employer*, either:

a. procures for [*Employer*/Client/Purchaser] the right to continue to use the affected item or design, or
b. replaces the said affected item or design with a non-infringing item, or
c. provides a design of equivalent quality or modify such affected item or design so as to make it non-infringing without affecting the quality.

**Z13.10.4** Notwithstanding anything contained in this contract, the foregoing sets forth the entire responsibility of *Contractor* with respect to claims relating to infringement.

**Z13.10.5** Where it is alleged that the *Employer* has committed an infringement as intended vis-à-vis the *Contractor* as set out in the third-party intellectual property infringement clause, the *Employer* has the same rights and obligations as the *Contractor*, mutatis mutandis, as regards such alleged infringement.

**Z13.10.6** The *Contractor* herewith indemnifies the *Employer* and undertakes to keep the *Employer* indemnified against all claims of whatsoever nature, real or imagined, which may be made against the *Employer* arising from the infringement of any third-party intellectual property rights.

## 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 *Employer*'s 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 Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos *Contractor*, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

# C1.2 Contract Data

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

**Notes to a tendering *Contractor*:**

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)[3] 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 *Contractor* is (Name):<br>Address<br>Tel No.<br>Fax No. | |
| 11.2(8) | The *direct fee percentage* is<br>The *subcontracted fee percentage* is | **%**<br>**%** |
| 11.2(14) | The following matters will be included in the Risk Register | |
| 11.2(15) | The Service Information for the *Contractor*'s plan is in: | |
| 21.1 | The plan identified in the Contract Data is contained in: | |
| 24.1 | The key people are:<br>1 Name:<br>Job:<br>Responsibilities:<br>Qualifications:<br>Experience:<br>2 Name:<br>Job<br>Responsibilities:<br>Qualifications: | |

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

Experience:

| | | **CV's (and further key person's data including CVs) are in .** |
|---|---|---|
| **A** | **Priced contract with price list** | |
| 11.2(12) | The *price list* 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 *price list* | **6** |

# 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<br>11.2 | (12) The Price List is the *price list* unless later changed in accordance with this contract.<br><br>(17) The Price for Services Provided to Date is the total of<br><br>• the Price for each lump sum item in the Price List which the *Contractor* has completed and<br>• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.<br><br>(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 *Contractor*s 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.

## *5.* 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*

1. **Acacia Pricelist**

| Item nr | Description | Unit | Expected Quantity per year | Rate | Price |
|---|---|---|---|---|---|
| 1 | **P & G's** | | | | |
| 1.1 | Site establishment and de-establishment | Sum | 1 | | |
| 1.2 | Safety File | Sum | 1 | | |
| 1.3 | PPE once off | Sum | 1 | | |
| 1.4 | Travelling Fee per month | Month | 12 | | |
| 1.5 | Labour – Semi-Skilled | Month | 12 | | |
| 1.6 | Labour - Supervisor | Month | 12 | | |
| 1.7 | Safety Officer Fee | Month | 12 | | |
| **2** | **Routine Maintenance** | | | | |
| 2.1 | Monthly lawn care - Lawn mowing, edging, weeding plant beds, leaf & cutting removal, including clean up and green waste removal. Across Area 1, 2 & 3, total footprint 8 140m² | Month | 12 | | |
| 2.2 | Monthly Flower/Shrub bed maintenance Across Area 1, 2 & 3, total footprint 2 140m² | Month | 12 | | |
| 2.3 | Monthly chemical weed and pest control on curbs, paved areas, and grassed areas across grounds (using approved herbicides) Across Area 1, 2 & 3, total footprint 8 140m² | Month | 12 | | |
| 2.4 | Quarterly Fertilisation and soil treatment Across Area 1, 2 & 3, total footprint 8 140m² | Quarter | 4 | | |
| 2.5 | Quarterly Alien Vegetation Control – eradication and removal Across Area 1, 2 & 3, total footprint 8 140m² | Quarter | 4 | | |
| 2.6 | Quarterly Pruning and shaping of shrubs – Tree and plant pruning, low hanging branch removal, and tree care Across Area 1, 2 & 3, total footprint 2 140m² | Quarter | 4 | | |
| 2.7 | Yearly supply of 1 indigenous tree for annual Arbor Day celebration | Service Cycle | 1 | | |
| 2.8 | Yearly supply and maintain topsoil and mulch | Service Cycle | 1 | | |

| | | | | | |
|---|---|---|---|---|---|
| | Across Area 1, 2 & 3, total footprint 8 140m² | | | | |
| 2.9 | Firebreak Maintenance - Perimeter Firebreak & Safety Clearing cutting and maintaining 200m x 5 m wide continuous clear firebreak strip along outer perimeter fence | | | | |
| **2.11.** | **Edgemead Ambient Air Quality Monitoring Station (ERF31008)** | | | | |
| 2.11.1 | Cut grass, remove clippings, clear growth around monitoring instruments, and clear weeds – Biannually across 360m² footprint | Service Cycle | 2 | | |
| 2.11.2 | Pruning/trimming trees or plants impacting monitoring station site - Biannually across 360m² footprint | Service Cycle | 2 | | |
| **3** | **Once off rate for ad-hoc service** | | | | |
| 3.1 | Ad Hoc Tree removal (Stump included) as and when required | Each | 2 | | |

| | |
|---|---|
| The total of the Prices | |
| The total of the Prices for 5 Years | |

## 2. Ankerlig Power Station Pricelist

| Item nr | Description | Unit | Expected Quantity per year | Rate | Price |
|---|---|---|---|---|---|
| 1 | **P & G's** | | | | |
| 1.1 | Site establishment and de-establishment | Sum | 1 | | |
| 1.2 | Safety File | Sum | 1 | | |
| 1.3 | PPE once off | Sum | 1 | | |
| 1.4 | Travelling Fee per month | Month | 12 | | |
| 1.5 | Labour – Semi-Skilled | Month | 12 | | |
| 1.6 | Labour - Supervisor | Month | 12 | | |
| 1.7 | Safety Officer Fee | Month | 12 | | |
| **2** | **Routine Maintenance** | | | | |
| **2.1** | **Declared Alien Vegetation Eradication every February, August and November Across Outside Station Footprint at 44 Ha** | | | | |
| 2.1.2. | Scouting, hand-pulling, tree-popper alien plant removal | Service Cycle | 3 | | |
| 2.1.2. | Cut-stump herbicide application for regrowth on older stumps across outside area | Service Cycle | 3 | | |
| **2.2** | **Weed Control Herbicide** | | | | |
| 2.2.1 | Quarterly non-selective & pre-emergence herbicide spraying on open areas, chip stone footprint & security fence – Across Inner Areas Full Cover 40 ha | Month | 4 | | |
| 2.2.2 | Continuous clear weed/vegetation control strip spraying along security fence line, Including dams 1m wide across 4000 meters | Monthly | 12 | | |
| 2.3 | Yearly supply of 1 indigenous tree for annual Arbor Day celebration | Service Cycle | 1 | | |
| 2.4 | Full cleaning of internal roads, hard surfaces and roadsides, culverts, tunnels, drains etc. Including roadside litter removal on outside station roadsides Across 827 294m² footprint | Month | 12 | | |
| **2.5** | **Garden Beds & Soft Landscaping Maintenance** | | | | |
| 2.5.1 | Maintain and develop beds Medium / Low Impact Gardens 210 000m$^2$ | Service Cycle | 3 | | |

| | | | | | |
|---|---|---|---|---|---|
| 2.5.2 | Monthly maintenance and development beds Medium – High impact of 30 950 $m^2$ | Month | 12 | | |
| 2.5.3 | Annual application of fertilizer on High Impact Garden beds of 30 950 $m^2$ | Service Cycle | 1 | | |
| 2.5.4 | Biannual mulching of High Impact Garden beds with organic mulch of 30 950 $m^2$ | Service Cycle | 2 | | |
| 2.5.5 | Monthly irrigation system repairs and routine maintenance | Month | 12 | | |
| **2.6** | **Firebreak Maintenance & Boundary Vegetation Clearing** | | | | |
| 2.6.1 | Construct/maintain a 5-meter-wide continuous fire break along perimeter of the site including dumping at a registered dumping site across 4 000 m | Service Cycle | 3 | | |
| 2.6.2 | Maintain continuous 10-meter firebreak between Ankerlig and Mondi Plastic Containers (NE Side) 700 m | Service Cycle | 3 | | |
| 2.6.3 | Fence line vegetation clearing – Red Zone 2 500 m length | Service Cycle | 3 | | |
| 2.6.4 | Fence line vegetation clearing – Yellow Zone 822 m length | Service Cycle | 3 | | |
| 2.6.5 | Fence line vegetation clearing – Purple Zone 606 m length | Service Cycle | 3 | | |
| 2.6.6 | Fence line vegetation clearing – Blue Zone 74 m length | Service Cycle | 3 | | |
| 2.6.7 | Fence line vegetation clearing – Green Zone 2 900 m length | Service Cycle | 3 | | |
| **3** | **Once off rate for ad-hoc service** | | | | |
| 3.1 | Supply of Irrigation system for high impact gardens 30 950 $m^2$ | | | | |
| 3.2 | Additional Cost markup | % | % | | |

| | |
|---|---|
| The total of the Prices | |
| The total of the Prices for 5 Years | |

3. **Palmiet Pricelist**

| Item nr | Description | Unit | Expected Quantity per year | Rate | Price |
|---|---|---|---|---|---|
| **1** | **P & G's** | | | | |
| 1.1 | Site establishment and de-establishment | Sum | 1 | | |
| 1.2 | Safety File | Sum | 1 | | |
| 1.3 | PPE once off | Sum | 1 | | |
| 1.4 | Travelling Fee per month | Month | 12 | | |
| 1.5 | Labour – Semi-Skilled | Month | 12 | | |
| 1.6 | Labour - Supervisor | Month | 12 | | |
| 1.7 | Safety Officer | Month | 12 | | |
| **2** | **Routine Maintenance** | | | | |
| **2.1** | **Visitors Centre Grounds Maintenance (Figure 8)** | | | | |
| 2.1.1 | Bi-Weekly lawn care including maintenance, de-weeding, and organic mulching of flower beds – 3 998 m² | Service Cycle | 26 | | |
| 2.1.2 | Chemical weed control on paved/parking areas using approved herbicides | Service Cycle | 26 | | |
| 2.1.3 | Removal of stones, litter, and debris from roads and carparks | Service Cycle | 26 | | |
| | Biweekly cutting of grass along N2 access road to Visitor Centre (800 meters) both sides) and around facilities for 3 998 m² | Service Cycle | 26 | | |
| 2.2 | **Main Station Area & Operational Hard Surfaces (Figures 6 & 7)** | | | | |
| 2.2.1 | Monthly Flower bed maintenance and weeding, Plant/Shrub and Flower Care Station – 15 809 m² | Month | 12 | | |
| 2.2.2 | Monthly Weed and pest control at the Station, paved areas, electric fence perimeter, parking areas, internal and access roads 15 809 m² | Month | 12 | | |
| 2.2.3 | Clear continuous 1 meter vegetation strip outside 900 m outer security fence (excluding Eastern fence/dam area) | Month | 12 | | |
| 2.3 | Removal of declared alien vegetation between servitude fences and extending up to 8 m from N2 access road verges – 4.7 km + 5.7km | Month | 12 | | |

| | | | | | |
|---|---|---|---|---|---|
| 2.4 | Cutting of grass along N2 access road to Power Station and Surge shaft (both sides) and around facilities. Sweep stones/debris off surface – 4.7 km + 5.7km | Month | 12 | | |
| 2.5 | Chemical weed control on N2 access road surface - 4.7 km + 5.7km | Month | 12 | | |
| 2.6 | Cut grass/bushes to road verge on both sides along headrace road, sweep debris, and spray weeds in stormwater channels – 5.7 km | Month | 12 | | |
| | Cut grass, control weeds, and remove alien vegetation within complete Surge Tower fence footprint area – 7 430 m² + 3 266 m² | Month | 12 | | |
| 2.7 | Clear continuous 1 meter walkway/strip around outside of Surge Tower 250 m perimeter fence | Month | 12 | | |
| 2.8 | Full cleaning of Hard Surfaces and Roads / Roadsides / Culverts, Tunnels, Drains etc. | Month | 12 | | |
| 2.9 | Yearly supply of 5 indigenous trees and 5 indigenous shrubs for annual Arbor Day celebration | Service Cycle | 1 | | |
| 2.10 | Clean-up and Garden Waste Removal | Month | 12 | | |
| **3** | **Once off rate for ad-hoc service** | | | | |
| 3.1 | Adhoc tree removal | Service cycles | 5 | | |
| 3.2 | Additional Cost markup | % | % | | |

| | |
|---|---|
| The total of the Prices | |
| The total of the Prices for 5 Years | |

# PART 3: SCOPE OF WORK

| Document reference | Title | No of pages |
|---|---|---|
| | This cover page | 1 |
| C3.1 | *Employer*'s Service Information | 34 |
| | Total number of pages | 34 |

# C3.1: *EMPLOYER*'S SERVICE INFORMATION

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# 1. Description of the *service*

## 1.1. Executive overview

This Vegetation Management Contract outlines the scope of work for Acacia Power Station, Ankerlig Power Station, and Palmiet Power Station. The contract includes general garden maintenance services at all three sites, invasive alien species clearing at Ankerlig and Palmiet, and the establishment and maintenance of firebreaks around the property and perimeter fences at Ankerlig. The purpose of this contract is to ensure compliance with environmental legislation, maintain site aesthetics, reduce fire risk, and promote biodiversity through the removal of invasive species.

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

The purpose of this contract is to:
Maintain landscaped and garden areas at Acacia, Ankerlig, and Palmiet Power Stations in a neat and safe condition.
Control and eradicate invasive alien plant species in accordance with the National Environmental Management: Biodiversity Act (NEMBA) and associated Alien and Invasive Species Regulations.
Establish and maintain firebreaks at Ankerlig Power Station to mitigate fire risk and ensure compliance with the National Veld and Forest Fire Act.
Support Eskom's environmental management objectives and operational safety requirements.

### 1.2.1. Normative

[1] ISO 9001 Quality Management Systems
[2] ISO 14001 – Environmental management Systems – Requirements with guidance for use.
[3] National Environmental Management Act (NEMA), Act 107 of 1998
[4] National Environmental Management: Biodiversity Act (NEMBA), Act 10 of 2004
[5] Alien and Invasive Species Regulations, 2014
[6] National Veld and Forest Fire Act, Act 101 of 1998
[7] Occupational Health and Safety Act (OHSA), Act 85 of 1993
[8] Eskom SHEQ Policy and Environmental Management Procedures

### 1.2.1. Informative

[9] The South African National Biodiversity Institute (SANBI) Alien Plant Control Guidelines

## 1.3. Acacia Power Station

### 1.3.1. Acacia Power Station service areas

The Gardening Services, to be done twice per month shall include, but is not limited to the following tasks. Areas and sizes as per figure 1.

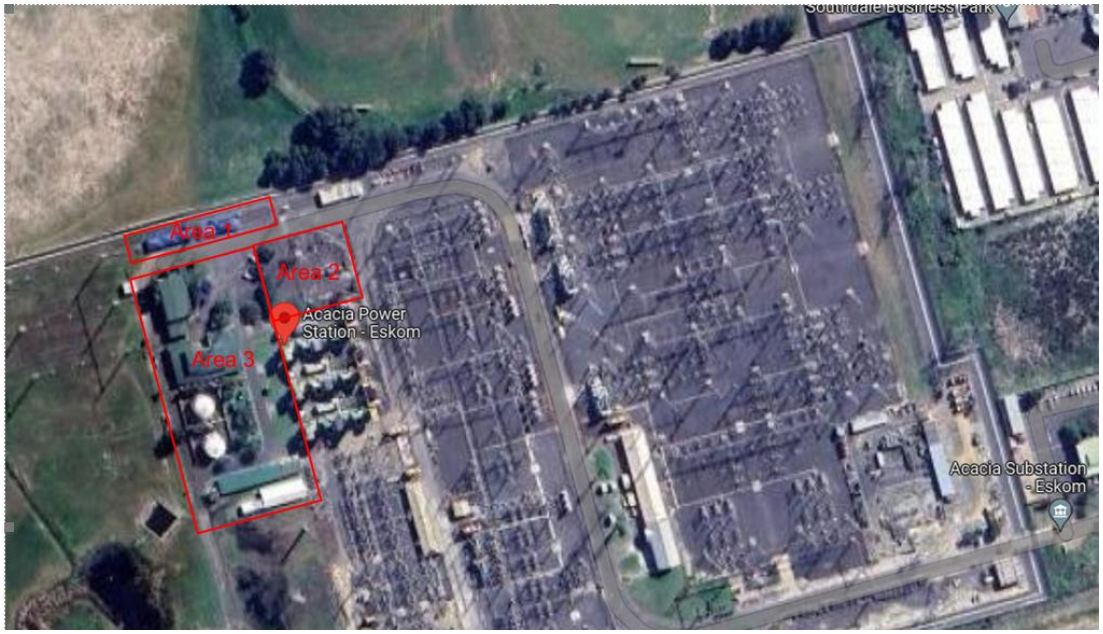



**Figure 1: Areas that form part of the scope of work for Acacia**

Total area 8140 $m^2$

Area 1 - 682 $m^2$

Area 2 - 2160 $m^2$

Area 3 - 6820 $m^2$

The HV Yard enclosed by fencing Is **EXCLUDED** from this contract.

The maintenance of all Plants, Plant Beds, Trees and Lawns includes the periodic cleaning, weeding, disease and insect pest control, mowing of lawns, cutting of edges, pruning, wound dressing, replacement of unacceptable material, straightening plants which lean or sag, adjustment of plants which settle or are planted too low, eradication and removal of invader species, removal of garden cuttings and waste, and any other procedure consistent with good horticultural practice necessary to ensure normal, vigorous and healthy growth plants.

Ensure that roads and grounds within the Power Station and fire break around outer perimeter are kept neat, clean, and cleared of all foreign objects and rubble.

#### 1.3.1.1. Weeding

All planted areas are kept free of weeds by hand-weeding Proposals for chemical weed control by herbicides can be submitted to the Maintenance Manager for approval. If approved, the application of herbicides is in strict accordance with the recommendations of the manufacturer. Chemical weed control on all curbs and paved areas with approved herbicides.

#### 1.3.1.2. Grassed areas

Grassed areas are kept free of weeds. Weeding may be by chemical weed control, if approved by the Maintenance Manager.

#### 1.3.1.3. Control of disease and insect pests

Plants are inspected regularly by the Suppler with sufficient frequency in order to locate and identify any infestations of plant disease and insect pests, so that the appropriate control measures can be applied, as approved by the *Employer*.

#### 1.3.1.4. Pruning

Plants and trees are pruned only by experienced personnel to remove dead or Injured twigs and branches, to compensate for loss of roots as a result of transplantation, and to restore the natural shape or habit of the plant and others, as may be required by the *Employer*.

Cuts are made flush and pruning wounds are shaped to prevent retention of rainwater and treated with an approved wound dressing.

Cutting and removal of low hanging branches as and when required.

**Replacement of dead or damaged plants**

Plants which are damaged or die during the contract period are to be removed.

#### 1.3.1.5. Cutting of grass

Grassed areas are regularly cut and kept less than 25mm in height, clippings removed and maintained free of weeds. Grass is not cut in wet weather.

Edge trimming of lawns adjoining paving, structures, fences, planting beds, etc Is neatly trimmed with appropriate equipment each time the grass is mowed. Collecting and removing of cut grass from site.

#### 1.3.1.6. Fire break

A fire break will be cut around the outer perimeter fence to a distance of 2 metres from fence and maintained as per grass cutting

### 1.3.2. Acacia Power Station Ambient Monitoring station

The Gardening Services, to be done at the ambient air quality monitoring station in, erf 31008 Settlers Drive, Edgemead, to be done bi-annually shall include, but is not limited to the following tasks. Areas and sizes as per figure 2.

**Figure 2: Acacia ambient monitoring station**

Ambient monitoring station area – 360m$^2$

#### 1.3.2.1. Cutting of grass

Grassed area is cut bi-annually, clippings removed and maintained free of weeds.

#### 1.3.2.2. Pruning

Any trees or plants impacting on the monitoring station must be trimmed and removed on an as and when required basis.

## 1.4. Ankerlig Power Station

### 1.4.1. Executive overview

As part of the Environmental Record of Decision for the building of Ankerlig it was required that Eskom rehabilitate, conserve, develop and manage green spaces around the Power Station.

Based on this legal requirement, Ankerlig must have a programme in place for the eradication and maintenance of declared alien vegetation and a rehabilitation programme to address any disturbed areas, to being covered and representative of the natural vegetation in the area.

Alien vegetation includes all declared invader plants (including, but not limited to Rooikrantz, Port Jackson, Mexican Tabaco, Brazilian pepper, Echium and Kikuyu).The programme must include the removal and control of all alien vegetation outside and within the security fence, and within Ankerlig Power Station property including (up to the road verges) the catchment dams, and maintenance of the firebreak between Ankerlig Power Station and Mondi Plastic Containers.

The rehabilitated areas on the outside of the Power Station have now established successfully and the invader management program has reduced the number of new seedlings germinating significantly. This will allow the control program to be done less frequently which will show a financial saving for this service.

### 1.4.2. Description of Service

Maintain and develop current garden beds in and around Ankerlig boundaries. The control of all declared alien vegetation on the areas inside and outside Ankerlig area, including office areas, laydown areas, *Contractor* areas, walkways, pedestrian routes, parking areas and open areas.

Maintain existing garden beds in and around Ankerlig to be representative of the natural vegetation of the area.

Implementation of a weed control management plan to ensure the entire Ankerlig site is kept free of weeds by timeous eradication or control to prevent seed dispersal on all hard surfaces, open areas, chipstone and security fencing in and around the station. The *Contractor* will be responsible at his/her own cost to replace all vegetation that is killed due to herbicide drift.

All activities/scope of services will be provided on an as needs basis by the *Contractor* when requested by the *Employer*.

### 1.4.3. The control of all declared alien vegetation on the outside of the Power Station.

The invader control schedule is three interventions per annum which will be schedule for the months of February, August and November. During these interventions the entire outside area must be scouted for invader plants including but not limited to Acacia cyclops, Acacia saligna, Schinus terebinthifolia, Nicotiana gloaca, Echium spp. Removal of invader plant must be pulled out either by hand or the use of a tree popper. No herbicide will be required except where there is regrowth on older stumps.

This activity includes clearing of vegetation to maintain the fire break on the Northeast side of Ankerlig Power Station to maintain the established 10-meter fire break between Ankerlig Power station and Mondi Plastic. This needs to be in place before the start of summer (fire season Western Cape).

This activity includes clearing of vegetation to maintain the fire break around all fences on the property, this includes the fence for the main power station as well as all fences around other facilities on the property.

### 1.4.4. Maintain and develop current garden beds in and around the Power Station site to be representative of the natural vegetation of the area.

The gardens are categorised in 2 groups: high impact and medium impact groups.

The beds at the main entrance and around the office blocks and parking areas are the high impact beds and must receive more attention and must be maintained and developed more intensely. These beds must be de-weeded and mulched to give a manicured look and feel.

The medium impact beds are allowed to develop similar to the rehabilitated areas on the outside of the Power Station. They are more natural looking beds and needs less attention.

These are typically the embankments between Ankerlig 1, 2 and 3 and the big open beds on top of the embankment at Ankerlig 2.
The maintenance required for the garden beds must include the following:

- Weeding of beds once per month.
- Fertilizing of high impact beds once per year.
- The addition of mulch twice per year in the high impact beds.

- The addition of new plant material in selected beds. (Types, Species and Values to be mutually agreed upon by *Contractor* and Services Manager).
- Replacement of irrigation system in the high impact beds and the maintenance of these irrigation systems for the duration of the contract.

The scope of work does not include any watering of garden beds. A number of garden beds have been planted around the Power Station site.

### 1.4.5. Implementation of a weed control management plan

Implementation of a weed control management plan to ensure the entire Power Station site is kept free of weeds by timeous eradication or control to prevent seed dispersal on all hard surfaces, open areas, chipstone and security fencing in and around the station.

Provide monthly cleaning of roads, culverts and hard surfaces from stones, sand, litter and other debris.

- Three monthly application on all open spaces and hard surfaces and electric fence of a non-selective herbicide with a pre-emergence herbicide with a three to four month residual action in the large open areas. Take note that sprayed weeds must be removed once they have died off and become yellow, and if brushcutting option is chosen for weed control the cut weeds must be removed from site.
- Monthly spot treatment with a non-selective herbicide around buildings and structures and inside security fence.
- 1 meter weed /vegetation control strip must be sprayed for weed & natural vegetation control on the station's entire outer security fence line perimeter, in order that it can be patrolled by security on foot in a safe manner when required in terms of security.
- Three times a year clear and maintain 5m Fire Break around the entire property, including dumping at a registered dumping site
-

### 1.4.6. Provide monthly cleaning of roads / roadsides and hard surfaces from stones, sand, litter and other debris.

Monthly cleaning of the road surfaces to remove small stones, sand and debris to prolong the surface of the road due to the heavy traffic experienced on the roads.

Roadside litter on the outside station roadsides must be removed on a monthly basis to promote the desired aesthetic appeal and hygiene of the site.

The service includes all internal roads and all hard surfaces surrounding the buildings.

Cleaning can be done through the use of a combination of brooms and mechanical blowers.

### 1.4.7. Service Requirement & Annual Cycles

The site has been divided into zones for maintenance which will be scheduled into a maintenance program. This way the focus will be on individual sections at a time and therefore the process of quality control will be much easier and more effective.

Quality control sheet must be compiled by *Contractor* and presented to the *Employer* for approval. The control sheet must provide the following information columns:

- Month,
- *Contractor*s' team supervisor
- Ankerlig representative
- Date on site
- Ankerlig representative signature
- Contractor's representative signature
- Maintenance areas (zones)

The *Contractor* must provide schedules of all planned interventions per annum.

For example, the weed control management plan and control of Alien vegetation schedule must indicate when the intervention will take place during the year.

**Figure 3: Management blocks**

Block 1 – 72 000 m$^2$
Block 2 – 31 367 m$^2$
Block 3 – 20 456 m$^2$
Block 4 – 30 911 m$^2$
Block 5 – 12 347 m$^2$
Block 6 – 28 507 m$^2$
Block 7 – 43 618 m$^2$
Block 8 – 31 667 m$^2$
Block 9 – 48 480 m$^2$
Block 10 – 22 505 m$^2$
Block 11 – 24 326 m$^2$
Block 12 – 33 868 m$^2$
HV Yard – 123 463 m$^2$ (Green Square)
Power station – 4 27 242 m$^2$ (Yellow square)

**Figure 4: Firebreaks and fence clearing**

Red – 2500m

Yellow – 411m x 2 (inside and outside)

Purple – 303m x 2 (inside and outside)

Blue – 74m

Green – 2900m

## 1.5. Palmiet Pump Storage Scheme

### 1.5.1. Executive overview

The Palmiet Pumped Storage Scheme is largely situated within the Kogelberg Nature Reserve, which was established as a conservation area for mountain and riverine fynbos.

The Kogelberg Biosphere Reserve (KBR) was the first of its kind in South Africa and was designated as such by UNESCO's Man and the Biosphere Programme (MAB) in December 1998. Eskom was a signatory to the application for biosphere status, which aimed to integrate conservation of biodiversity and the sustainable utilisation of natural resources.

A Declaration of Commitment was signed in 1998 acknowledging Eskom's undertaking to pursue the objectives identified in the UNESCO Action Plan for Biosphere Reserves as identified in the Seville Strategy.

The Kogelberg Nature Reserve, in the heart of the Cape Fynbos Plant Kingdom, is part of the Kogelberg Biosphere Reserve, which comprises the entire coastal area from Gordon's Bay to the Bot River vlei and inland to Grabouw and the Groenland Mountain – approximately 92 000 ha.

Palmiet must have a programme in place for the eradication and maintenance of declared alien vegetation and a rehabilitation programme to address any disturbed areas, to being covered and representative of the natural vegetation in the area. Alien vegetation includes all declared invader plants (Namely Pine {Pinus of the family Pinaceae}, Pampas grass {Cortaderia selloana} and Black Wattle {Acacia mearnsii}), Port Jackson (*Acacia saligna*) on the list of aliens that need to be removed. At Palmiet we also have a few Red Bottle Brushes that pop up occasionally that must also need to be removed.

Access roads are used daily by all staff and visitors as well as farmers living on the same road. There are wild animals in the area and long grass up to the road verges poses a safety risk to traffic on the roads. Grass and vegetation growing into cracks on the road can damage the road surfaces causing unnecessary expensive repairs. The visitors centre receives visitors on a daily basis. For this reason our premise needs to be well maintained and neat to ensure that our reputation is maintained.

### 1.5.2. Description of work

Garden services are required once a month for the Palmiet Power Station N2 Access Road from the Visitor Centre up to the Power station, once every 3 Months for the Headrace access road from the Visitor Centre up to Surge tower and twice a month for the Visitor Centre and surrounding areas.

Control of all declared alien vegetation on N2 access road between the servitude fences (Figure 5), the area at the Visitor centre (Figure 8), the Headrace access road (Figure 5), the area inside the Surge tower fencing and plants originating in this area (Figure 9), inside the Power station and inside the security fence (Figure 7). Removal of invader plant must be pulled out either by hand or the use of a tree popper. No herbicide will be required except where there is regrowth on old stumps.

Implementation of a weed control management plan to ensure the entire Palmiet site is kept free of weeds by timeous eradication or control to prevent seed dispersal on all hard surfaces, open areas and security fencing in and around the station.

Maintain existing garden beds in and around Palmiet to be representative of the natural vegetation of the area. Planting of suitable fynbos species in the stations gardens to improve aesthetics and cover bare areas as and when required, to consider installation of irrigation to ensure sustainability of garden beds.

Cleaning of the road surfaces to remove small stones, sand and debris to prolong the surface of the road due to the heavy traffic experienced on the roads. The service includes all internal roads and all hard surfaces surrounding the buildings. Cleaning can be done through the use of a combination of brooms and mechanical blowers.

Supply of 5 indigenous trees and 5 indigenous shrubs on an annual basis for the celebration of arbour day.

Visitors Centre and surrounding Areas: (Bi-Weekly) (Figure 8)

- Maintaining of flower beds. These beds must be de-weeded and mulched with organic mulch to give a manicured look and feel.
- Cutting of grass from the N2 towards the Visitors Centre on both sides of access road
- Cutting of grass around the visitor centre from the headrace road gate to the N2 access gate and to the Headrace access road turn off.
- Removal of weeds/grass growing in the paved area and perform weed control by using environmentally appropriate herbicides in car park and around Visitors Centre. The *Contractor* will be responsible at his/her own cost to replace all vegetation that is killed due to herbicide drift.
- Removal of all stones and debris lying in car parking area.
- Removal of all stones and debris lying on the roads at the visitor centre.

Station Area: (Monthly) (Figure 6 & Figure 7)

- Maintaining flower beds around the station area and perform weed control by using environmentally appropriate herbicides. These areas include the security entrance, Lapa, Fish dam, Area opposite the flammable store, the beds next to the large green door, at reception entrance, area next to Gen transformer 2, area next to Gen transformer 1, area next and behind the fire pump house. Beds at reception to be mulched with organic mulch.
- Removal of weeds/grass growing on the roads and perform weed control by using environmentally appropriate herbicides. The *Contractor* will be responsible at his/her own cost to replace all vegetation that is killed due to herbicide drift.
- Removal of weeds/grass growing in the paved areas and perform weed control by using environmentally appropriate herbicides

- Removal of weeds/grass growing in car parking areas and perform weed control by using environmentally appropriate herbicides
- Removal of weeds/grass growing in the electric fence area and perform weed control by using environmentally appropriate herbicides
- Clear all vegetation and grass 1 meter on the outside of the outer security fence and perform weed control by using environmentally appropriate herbicides to ensure a walkway for security to perform their walk about. The fence on the Eastern side is excluded due to the embankment angle and the dam.
- Removal of weeds/grass on open areas next to roads.

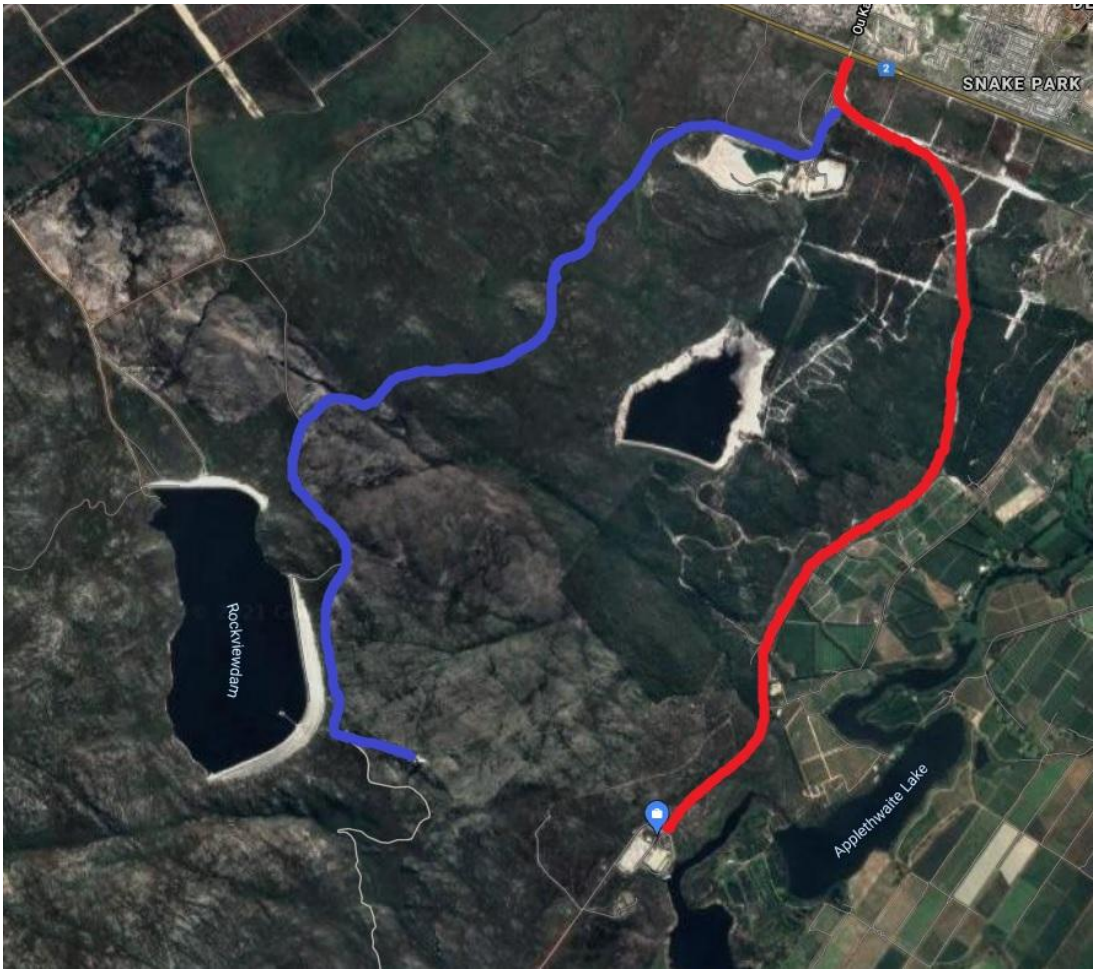
N2 access road +/- 5km: (Monthly) (Figure 5)

- Cut grass approximately 1 meter wide once a month on both sides of the road verges.
- Remove weeds/grass growing on the road surfaces and perform weed control by using environmentally appropriate herbicides. The *Contractor* will be responsible at his/her own cost to replace all vegetation that is killed due to herbicide drift.
- Removal of stones and debris on road surface once the grass is cut.
- Removal of alien vegetation between the servitude fences.
- Clean and cut grass on culverts.
- Remove all vegetation in storm water channels next to the road and perform weed control by using environmentally appropriate herbicides.

Headrace access road +/- 5km: (3 Monthly) (Figure 5)

- Cut grass and remove bushes to the verge of the road once every three months on both sides of the road.
- Remove weeds/grass growing on the road surfaces and perform weed control by using environmentally appropriate herbicides.
- Removal of stones and debris on road surface once the grass is cut.
- Clean and cut grass on culverts.
- Remove all vegetation in storm water channels next to the road and perform weed control by using environmentally appropriate herbicides.
- Cut grass and control vegetation within the surge tower fencing area (Figure 9)
- Clear vegetation 1 meter on the outside of the surge tower fence to allow for security to perform their walk about.
- Removal of alien vegetation in the surge tower fence area and plants originating in this area.

All activities/scope of services will be provided on an as needs basis by the *Contractor* when requested by the *Employer*.




## Figure 5: Palmiet Access roads

Red: N2 Access road

Blue: Headrace access road

1. Access road from N2 to Power station approximately 4.7 km (Red route)
2. Access road from N2 to Surge tower approximately 5.7 km (Blue route)

**Figure 6: Palmiet Power station Roads**
Road area approximately 11 960 $m^2$

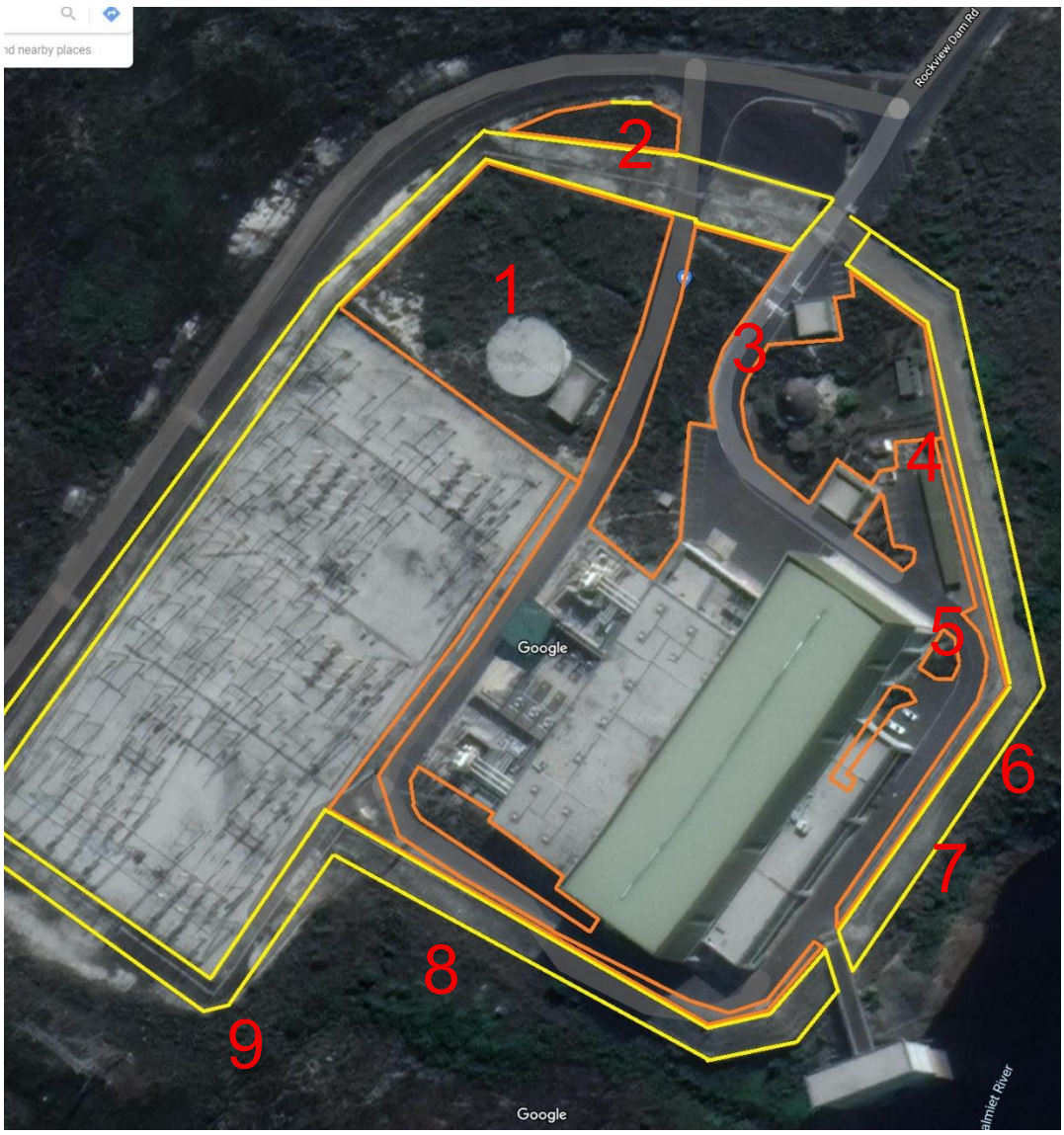



**Figure 7 Orange: Palmiet Power Station Beds and vegetation**
Yellow: Security Fence

1. Approximately 3 828m$^2$
2. Approximately 315 m$^2$
3. Approximately 1 583 m$^2$
4. Approximately 1 543 m$^2$
5. Approximately 98 m$^2$
6. Approximately 66 m$^2$
7. Approximately 106 m$^2$
8. Approximately 210 m$^2$
9. Approximately 8 049 m$^2$

**Figure 8: Palmiet Visitor Centre**
Light Blue: Vegetation area
Purple: Access Road between Visitor Centre and N2
10. Approximately 3 998 $m^2$ without buildings and roads

**Figure 9: Palmiet Surge Tower**
Red: Fence area
Yellow: Alien vegetation originating in this area

11. Approximately 7 430 $m^2$
12. Approximately 3 266 $m^2$

## 1.6. Staffing, Equipment, Storage and Waste Management

The *Contractor* shall ensure that adequate resources, systems, and controls are in place to effectively deliver the required services in a safe, compliant, and environmentally responsible manner.

### 1.6.1. Staffing and Resources

- The *Contractor* shall provide all labour, supervision, tools, equipment, plant, and consumables necessary for the execution of the services.
- All personnel shall undergo site-specific Safety, Health, and Environmental (SHE) induction, as well as security screening and medical clearance, prior to commencement of work.
- A full complement of appropriately trained and competent staff shall be maintained at all times to ensure continuous service delivery.
- Relief and replacement personnel shall meet the same induction, medical, and competency requirements as permanent staff.

### 1.6.2. Equipment and Operations

- All vehicles, plant, and equipment shall be properly maintained and remain in good working condition at all times.
- Servicing, repairs, and maintenance of vehicles and equipment shall be conducted off-site at approved facilities.

- The *Contractor* shall ensure that sufficient backup equipment is readily available to maintain uninterrupted service delivery in the event of breakdowns or failures.

#### 1.6.3. Storage and Materials Handling

- No bulk storage of fertilisers, compost, or other materials shall be permitted on site unless prior written approval has been obtained from the *Employer*.
- All materials brought onto site shall be managed in a manner that prevents environmental contamination, safety risks, or operational disruption.

#### 1.6.4. Waste Management

- All garden refuse and domestic waste generated from the execution of the services shall be collected and disposed of at a licensed and registered waste disposal facility, unless otherwise approved by the *Employer*.
- No temporary or satellite waste storage areas shall be established on site without prior approval.
- Waste shall be handled, transported, and disposed of in accordance with applicable environmental legislation and Eskom requirements.
- The *Contractor* shall submit proof of safe and compliant disposal (e.g., waste disposal certificates or weighbridge slips) to the *Service Manager* as required.

## 1.7. Interpretation and terminology

### 1.7.1. Definitions

| Term | Definition |
|---|---|
| Site / Power Station | The operational footprint and associated properties of Acacia Power Station, Ankerlig Power Station, and Palmiet Power Station, including fenced areas, servitudes, access roads, laydown areas, buffer zones, and adjacent Eskom-owned land. |
| Vegetation Management | A coordinated set of activities to maintain, control, or remove vegetation to meet safety, compliance, ecological, and operational objectives, including garden services, invasive species control, and fire risk mitigation. |
| Garden Services / Grounds Maintenance | Routine maintenance of landscaped and common areas, including lawn cutting, edging, pruning, hedge trimming, litter removal, sweeping, rinsing/power-washing of hard surfaces where specified, irrigation system checks, and compost/mulch application as required. |
| Alien Plant | A plant species that is not indigenous to South Africa or the local bioregion where the site is situated. |
| Invasive Alien Plant | An alien plant that spreads aggressively and causes environmental, economic, or social harm, requiring control or eradication in terms of applicable legislation and site procedures. |
| Invasive Categories (1a, 1b, 2, 3) | Administrative categories used to describe management obligations for invasive alien species. Category 1a: eradicate; 1b: control and prevent spread; 2: regulated—restricted to permit conditions; 3: listed for control in specific areas/conditions. |
| Indigenous / Native Species | Plant species that naturally occur within South Africa and within the local bioregion of the site. |
| Biodiversity | The variety and variability of living organisms and ecological processes within and around the site, including habitats, species, and genetic diversity. |

| | |
|---|---|
| Firebreak | A strategically located strip, belt or zone where vegetation is reduced or removed to limit the spread and intensity of wildfires and to provide safe access for firefighting. Firebreaks include perimeter fence lines and property boundary firebreaks at Ankerlig Power Station. |
| Fuel Load | The quantity of combustible material (e.g., grass, brush, leaf litter) present that can sustain fire, influencing fire behavior and risk. |
| Buffer Zone | A defined area adjacent to sensitive infrastructure, boundaries, or ecological features where specific vegetation management controls apply (e.g., around fences, roads, or watercourses). |
| Fence Line Clearing | Vegetation removal and trimming along perimeter and internal fences to maintain access, visibility, security integrity, and firebreak continuity. |
| Mechanical Control | Physical removal or reduction of vegetation using manual labour or equipment (e.g., brush cutters, chainsaws, mowers, mulchers, hand-pulling, grubbing). |
| Chemical Control | Use of approved herbicides to control vegetation, including foliar, cut-stump, basal bark, or soil-applied treatments, in accordance with label instructions and legal requirements. |
| Biological Control | Use of approved biological agents (e.g., insects or pathogens) to reduce invasive alien plant populations, where appropriate and lawful. |
| Integrated Vegetation Management (IVM) | A decision-making framework combining mechanical, chemical, biological, and ecological methods to achieve cost-effective, compliant, and sustainable vegetation outcomes. |
| Clearing Cycle | The planned interval for repeated vegetation control activities (e.g., quarterly garden maintenance; seasonal invasive clearing; annual firebreak maintenance prior to the high-risk fire season. |
| Method Statement | *Contractor*'s written procedure describing how specific tasks will be executed safely and compliantly, including equipment, sequence of work, PPE, environmental controls, waste handling, and emergency response. |
| Permit | Any approval required under applicable legislation (e.g., herbicide application, protected species handling, Category 2 species cultivation/transport), or site permit systems for access and hot-work equivalents (where relevant). |
| Herbicide | A chemical substance used to inhibit or kill unwanted vegetation, applied in accordance with product labels, legal requirements, and site procedures. |
| Drift | Unintended movement of herbicide droplets or particles off-target during or after application due to wind or equipment settings. |
| Non-Target Vegetation | Plants that are not intended to be affected by control measures; includes indigenous and planted species to be preserved. |
| Waste | Any material arising from vegetation activities requiring collection and proper disposal or reuse (e.g., green waste, invasive biomass, packaging, chemical containers), managed per the waste hierarchy and site procedures. |
| Stump Treatment / Cut-Stump | Application of herbicide to freshly cut stems or stumps to prevent coppicing or regrowth. |
| Coppicing / Resprouting | Regrowth from a cut stem, stump, or roots; requires follow-up control to achieve eradication objectives. |
| Follow-up / Aftercare | Planned post-clearing inspections and treatments to address regrowth and seedling emergence, essential for sustained control of invasive species. |

| | |
|---|---|
| Seasonal Window | Periods within the year when specific activities are most effective or permitted (e.g., growth phase for foliar treatment; pre-winter firebreak preparation. |
| High-Risk Fire Season | Period of elevated wildfire risk defined for the local district; used to schedule preventative firebreak and fuel-load reduction activities. |
| Variation | Any change to scope, method, or frequency approved by the Client in writing, including adjustments due to operational constraints, weather, or ecological sensitivities. |
| Environmental Sensitivity | A classification of areas with heightened ecological value or regulatory protection (e.g., wetlands, riparian zones, areas with protected species), requiring enhanced mitigation measures. |
| Edge / Verge | The linear strip adjacent to roads, paths, or fence lines where trimming, litter removal, and firebreak continuity are maintained. |
| Mulch / Compost | Organic material applied to garden beds to improve soil health, reduce water use, and suppress weeds; must be free of invasive propagules. |
| Protected Species | Plant species legally protected under relevant legislation and requiring special authorization before any disturbance. |
| Spill Response | Actions taken to contain and clean up chemical or fuel spills, including reporting and disposal per site procedures. |

### 1.7.2. Abbreviations

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

| **Abbreviation** | **Meaning given to the abbreviation** |
|---|---|
| SHEQ | Safety, Health, Environment, and Quality |
| PPE | Personal Protective Equipment |
| FPA | Fire Protection Association |
| QA | Quality Assurance |
| HIRA | Hazard Identification and Risk Assessment |
| OHSA | Occupational Health and Safety Act |
| NEMA | National Environmental Management Act |
| ISO | International Organization for Standardization |
| NEMBA | National Environmental Management: Biodiversity Act |
| QCP | Quality Control Plan |
| NEMBA | National Environmental Management: Biodiversity Act |
| SANBI | South African National Biodiversity Institute |

# 2. Management strategy and start up.

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

The *Contractor* submits a bar (Gantt) chart plan in Excel format, detailing how the service is executed within the stipulated dates. The plan includes the following:

- Lead time from Contract start date to Site Establishment
- Working methods as well as details of the resources, including Equipment to be used
- Proposed time to complete each activity as per the scope of work.
- Links between activities indicating predecessors and successors.
- Health, Safety, Environmental, Quality and Security considerations (including 2 hours for site Safety Induction).
- Quality verification and testing activities.
- Key deliverable dates
- Breakdown of daily activities
- A financial cash flow projection shall be attached to the plan indicating the intended invoicing dates and amounts as for the entire contract period.
- The availability of materials intended for use, including the approval timeframe thereof, shall also be indicated on the plan.

The *Contractor* must submit with his tender, day work rates for all personnel, materials and equipment to be used in execution of the service

The plan will be subject to acceptance by the *Employer* and must be within the offered timeframes during tender stage.
The plan needs to be updated on daily basis and be available lo the *Employer* when required. The updated plan must be presented to the *Service Manager* monthly and be part of the monthly progress meetings.

## 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: |
|---|---|---|---|
| Kick-off meeting | Once-off | Ms Teams | *Service Manager*, *Contractor*, *Employer* and other relevant stakeholders |
| Progress and feedback meeting | Quarterly or Adhoc | Ms Teams | *Contractor, Service Manager, Employer*'s site support team |
| Risk reduction meeting | Ad hoc | Ms Teams | *Service Manager*, *Contractor*, *Employer* and other relevant stakeholders |

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

All meetings shall be recorded using minutes or Ms Teams recordings 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. Attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at each meeting.

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

**_Contractor_'s Management**

- The *Contractor* provides adequate management resources to plan, monitor, and control the service.
- Management arrangements must demonstrate clear lines of responsibility and accountability.
- The *Contractor* submits an organisation chart showing reporting lines and management responsibilities.
- The *Contractor* provides a detailed service organogram of the Company's Branch, indicating specifically Operating officers, Communication/ liaison personnel and security staff intended for this contract.
- Changes in the service organogram must be communicated to the *Service Manager* immediately of it coming into effect.
- The Organogram includes contact details and emergency response (24-hour) information.

**Supervision**

- The *Contractor* ensures that the service is properly supervised at all times.
- Supervisor must be competent, experienced, and available on site during all working hours.
- The *Contractor* provides details of supervisory arrangements, including names, qualifications, and experience of supervisory staff.

**Key People**

- The following individuals are designated as Key People under the contract:
    - Contract/Project Manager
    - Site Supervisor/ Pest Control Operator (PCO)
    - Health & Safety Officer
- The *Contractor* provides CV's and evidence of qualifications for each Key Person.
- Key People named in the contract may not be replaced without the *Service Manager's* acceptance.
- Any proposed replacement must have equivalent qualifications and experience, and details must be submitted for approval prior to appointment.

**Compliance & Reporting**

- The *Contractor* notifies the *Service Manager* immediately of any changes to management, supervision, or Key People.
- Monthly reports shall be submitted confirming that management and supervision arrangements remain in place and effective.
- Failure to comply with these requirements may constitute a default under clause 91 of the NEC contract.

The *Contractor* employs in and about the Provision of the Services only such persons that are careful, competent and efficient in their several trades and callings, to achieve safety excellence and highest quality standard

The *Employer* reserves the right to object to and require the *Contractor* to remove from the *services,* forthwith, any person employed by the *Contractor* in or about the Provision of the *Services* who, in the opinion of the *Service Manager* is incompetent, misconduct's himself or negligent in the proper performance of his duties and such person is not again employed for the *services* without the written permission of the *Service Manager.*

## 2.4. Documentation control

### 2.4.1. General

Each instruction, certificate, submission, proposal, record, acceptance, notification and reply is communicated in a form which can be read, copied and recorded and in the language of the Contract, within the period for reply or any other period agreed between the parties prior to its due date. Any such communiqué must bear the signature of the author; emails therefore do not conform except when used as a transmittal medium.

#### 2.4.2. Minimum requirements

All documents shall be in simple and clear English; and always reference to applicable TSC clause under (or as a result of) which it is communicated.

#### 2.4.3. Use of standard forms

The *Service Manager* and the *Contractor* will use the standard TSC

#### 2.4.4. Communication

All Communication is addressed to the *Service Manager* as applicable to the TSC. All communication makes reference to:

- The Contract Number that is issued by the *Employer (*normally a 46000…..*)*
- The Contract title;
- Any previous reference relating to the specific communique;
- The specific TSC clause under which the communication is issued;
- Whether a reply is required and
- A unique letter reference number.

The unique reference number to be used for written correspondence between the *Service Manager* and *Contractor* and vice versa is as follows:

- From the *Service Manager* to the *Contractor:* 46000..... E/C 0xxx; and from the *Contractor* to the *Service Manager* 46000 C/E 0xxx referring to the Contract number and the next sequential letter (channel) number

No contractual communication shall bypass the *Service Manager* unless explicitly stated in the contract.

## 2.5. Invoicing and payment

#### 2.5.1. Invoice submission

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

The *Contractor* shall address the tax invoice to

**Eskom Holdings SOC Limited**
**P O Box 1091**
**Johannesburg**
**2000**

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;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

- *Contractor*'s company registration number if applicable
- *Contractor*'s banking details
- Tax invoice number and date of issue,
- Description and quantity of goods/service provided,
- Contract Number (commencing with a 46 prefix)
- Relevant Purchase Order Number (commencing with a 45 prefix),
- Relevant line item number,
- Relevant goods receipt / service entry number received from the *Employer's Service Manager*

All invoices to be accompanied by the Payment Assessment Certificate as issued by the *Service Manager*. Invoices must be submitted electronically as PDF documents to:

Local Eskom Invoices - invoiceseskomlocal@eskom.co.za

Failure to submit the invoice to the correct address could result in delays in payment.

### 2.5.2. How to submit invoices

**a) General Submission Information**

- The subject line on your email should only contain your Eskom vendor number.
- Each invoice in PDF should be named with your invoice number only.
- Ensure that the Eskom task order number is clearly indicated on your invoice together with the line number you are billing for.
- Ensure you comply with the SARS tax requirements for submitting invoices electronically.
- Each PDF files should contain one invoice, one debit note, or one credit note only. You may submit more than one invoice per email.
- All electronic invoices must be sent in PDF format only.
- Attach proof of delivery to your invoice (eg assessment certificate).
- Where applicable, supporting documents must be attached to the scanned PDF invoice as one attachment.
  - Assessment Certificate / delivery note.
  - CPA calculation sheet.
  - Retention certificates where it is a retention invoice.
  - Any other appropriate documents.

**b) CPA**

CPA is applied as per Secondary Option X1 in Contract Data. If there is CPA on your invoice, it is must be issued as a separate invoice for CPA, so that if there is any issues on the CPA , the base invoice can be paid whilst CPA issues are resolved.

CPA calculation sheets must accompany the invoice.

### 2.5.2. Payment Queries

For all queries and follow-ups on payments, kindly contact the Finance Shared Services Contact Centre

- Tel: 011 800 5060
- Email: fss@eskom.co.za

### 2.5.3. Eskom information

- Eskom Tax clearance and BBBEE certificate is available at: https://www.eskom.co.za/Tenders/BBBEECertificate/Pages/Eskom_BBBEE_Certificate.aspx
- Eskom VAT Number is **4740101508**

### 2.5.4. Avoid Payment Delays

- Failure to submit a PDF invoice with accompanying assessment electronically to Invoiceseskomlocal@eskom.co.za could result in payment delays.
- *Contractor* to ensure the *Service Manager* has an updated valid certified copy of BBBEE certificate or sworn affidavit, tax certificate and Letter of Good standing during contract period.. Failure to do so, could result in Eskom Vendor Management Dept blocking vendor details on Eskom vendor management system which affects payment processing of invoices.

- It is important that the value stated on the invoice must be the same as the value stated on the task order. If the invoice value is different from the task order value, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the invoice, it will be rectified with the *Service Manager* before it is submitted for payment.

Ensure remittance email address and name on invoice are correct and that Eskom has received the same information to update its records. If different in Eskom's system, it will delay processing of invoice.

## 2.6. Contract change management

As prescribed by the NEC3.

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

The *Contractor* is required to keep a clear and auditable format for the purpose of compensation event management. The *Service Manager* has the right to inspect these records at any time. Costs not properly evidenced may be treated as Disallowed Cost. These records need to be available on a spreadsheet in case a compensation event is agreed on.

**Records of Defined Cost**

- **Labour Costs**
  - Timesheets showing hours worked.
  - Payroll records (wages, salaries, overtime, allowances).
  - Evidence of statutory contributions (e.g., pensions, insurance, taxes).

- **Plant and Equipment**
  - Hire agreements and invoices.
  - Logs of usage hours or days.
  - Maintenance and running costs.

- **Materials**
  - Purchase orders and invoices.
  - Delivery notes and stock records.
  - Waste or surplus documentation.

- **Sub*Contractor*s**
  - Subcontract agreements.
  - Payment certificates and invoices.
  - Records of work done and progress.

- **Other Defined Costs**
  - Travel expenses (tickets, mileage logs).
  - Accommodation costs.
  - SHE related

## 2.8. Insurance provided by the *Employer*

As per Clause Z12, Queries regarding insurance claims and/or procedures can be addressed with the *Service Manager.*

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

**Equipment**

None

**Information and other things**

At the end of the service period or earlier termination of this contract, the *Contractor* shall make available to the *Employer* all records and information relating to the service carried out under this contract at no extra cost to the *Employer* excluding the *Contractor*s intellectual property.

## 2.10. Management of work done by Task Order

**Supply of indigenous trees for Arbor Day celebration**
Within Five (5) days of receiving the Task Order, the *Contractor* submits the following to the *Service Manager* for acceptance:

- Quotation for carrying out the task, the quotation includes breakdowns of costs, resources and timelines. .
- Task Order programme showing all the information required by Clause X19.6 of NEC3 TSC.
- Additional OHS requirements as specified in the Task Order
- Any other requirement as specified in the Task Order

The service is instructed through a Task Order process. The *Service Manager* requests the *Contractor* to quote for three specific indigenous trees. The *Contractor* provides quote for the *Employer*'s review. The *Employer* verifies if the quotation is fair and reasonable. The *Employer* may request clarifications or adjustments from the *Contractor*. The *Employer* may negotiate or reject the quotation. Once the *Employer* confirms the quotation is fair and reasonable, the *Service Manager* issues the formal task order instruction commencing with a 45 number. This authorizes the *Contractor* to proceed with the service.

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

## 3.1. Occupational Health and Safety

3.1.1. The *Contractor* shall comply with the health and safety requirements contained in OHS Requirements and the approved safety file by Eskom. Eskom reserves the right to review the OHS Requirements to address the Operational risks and the *Contractor* shall comply with the latest OHS Requirements as amended at no cost for the duration of the contract on the Affected Property as listed in section 11.2(2).

3.1.2. The section 37(2) agreement as stipulated under the OHS Act no 85 of 1993 must be signed by *Contractor* and *Employer* representatives.

3.1.3. The *Contractor* OHS professional must conducts internal audits at planned intervals (for the duration of the contract at the Affected Property as listed in section 11.2(2) to monitor compliance to the contractual health and safety requirements.

3.1.4. The *Service Manager/Contract Manager* must conduct inspections at planned intervals (for the duration of the contract at the Affected Property as listed in section 11.2(2) to monitor compliance to the contractual health and safety and legal requirements.

3.1.5. The *Contractor* may be selected during internal and/or external Peaking Power Station audits to verify compliance to legal and contractual OHS requirements. The *Contract Manager/Service Manager* will communicate this at relevant time periods and the *Contractor* shall avail themselves for this audit.

3.1.6. In addition to the requirements of the applicable laws governing the occupational health and safety, Peaking Power Station OHS requirements particular to the service and the Affected Property as listed in section 11.2(2) for this contract shall be adhered to for the duration of the contract.

3.1.7. The minimum requirements for the *Contractor* to gain access to Peaking Power Station include the but not limited to:

- Valid Medical fitness certificate
- Police clearance from SAPS or accredited supplier/service provider linked to SAPS AFIS system not older than thirty (30) days.
- Identification document (RSA ID or equivalent)
- National Drivers Licence (applicable to drivers)
- Adherence to the Eskom Life-saving rules 3 and 4, Be Sober and Buckle up

| Rule | Description of rule |
|---|---|
| 3 | BUCKLE UP<br>No person may drive any vehicle on Eskom business and/or on Eskom premises:<br>Unless the driver and all passengers are wearing seat belts |
| 4 | BE SOBER<br>No person is allowed to be under the influence of intoxicating liquor or drugs while on duty |

- Applicable risk-based PPE.
- Valid letter of good standing always (COIDA or equivalent). Access to site to perform work will be denied should the Letter of good standing not be valid.
- The *Contractor*/supplier/consultant who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000.

Note: Induction will only be conducted after the above documents have been submitted and accepted by Eskom.

3.1.8. *Contractor* Management Key Performance Indicators

- Maintain Health and Safety file and compliance to the health and safety plan, Eskom OHS requirements and applicable legislation as amended.
- Always maintain good housekeeping where the task is being executing and/or within the area of responsibility.
- Implement and monitor near miss reporting strategy / programme (reporting of near misses).

- Develop and comply to Behavioural Safety Observation (BSO) and Planned Job Observation programmes (PJO).
- Maintain Zero Fatalities for the duration of the contract.
- At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
- All incidents must be reported immediately or before the end of the particular shift during which the incident occurred.
- All incident investigations shall be completed within 30 days of the occurrence of an incident.
- Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
- Close audit findings as per the Eskom procedure or audit report recommended time frames.
- Close Non-conformance as per the recommended time frames.

Note: Monitoring of the above mentioned KPI's will take place through regular audits and inspection.

3.1.9. Main *Contractor*s:

- Carry out all duties as listed in section 8, 9 and 10, of the OHS Act and Regulations.
- Carry accountability and responsibility for the safety and health of his employees and their appointed *Contractor*s within their working area, as contemplated by section 37(2) of the OHS Act;
- The *Contractor* keeps a record of all his employees, including date of induction, relevant skills and licenses and be able to produce this list at the request of the *Service Manager.*
- Ensures that all their appointees are made aware of their accountabilities and responsibilities in terms of their appointment and that they advise and assist these appointees in the execution of their duties.
- Ensures that the minimum legislative, regulatory and Eskom SHE requirements are complied with on all work sites.
- Give the *Service Manager* and other line managers/responsible managers full participation and cooperation when required.
- Compiles a SHE (health and safety) file where all relevant health and safety records must be kept for the Affected Property.
- The *Contractor* provides the *Service Manager* with the Compensation Commissioner's valid letter of good standing before the commencement of work and any future renewal letters obtained during the contract for record-keeping purposes. The letter of good standing shall reflect the name of the *Contractor*'s company. Similarly, the *Contractor* must provide the *Service Manager* with all the valid letters of good standing for his sub*Contractor*s.
- The sub*Contractor*'s provides the *Contractor* with the Compensation Commissioner's valid letter of good standing before the commencement of work and any future renewal letters obtained during the contract for record-keeping purposes. The letter of good standing shall reflect the name of the *Contractor'*s company.
- The *Contractor* appoints competent staff to perform for the service and ensure that all employees are trained in the health and safety aspects relating to such servive and that the employees understand the hazards associated with all other work being carried out on the project.
- Ensures that all employees are conversant with all relevant work procedures and that they adhere to such procedures. Similarly (without removing the appointed *Contractor*s' responsibilities), ensure that their appointed *Contractor*s and their employees are conversant with all relevant work procedures and that they adhere to such procedures.
- Co-ordinates the activities of all his sub*Contractor*s in the interests of safety and health;
- Ensures that their *Contractor*s (whom they intend appointing) have made detailed provision for the cost of safety and health measures throughout the project.
- Stops his employees and his sub*Contractor*s if such work poses a threat to the health and safety of persons or a risk of degradation to the environment.
- Takes reasonable steps to ensure cooperation between all their appointed *Contractor*s.
- The *Contractor* ensures that *Employer'*s OHS requirements are communicated to all his sub*Contractor*s, evaluate, and assess the sub*Contractor*s OHS files. Only appoint sb*Contractor*s who are competent to do work, have satisfied the OHS compliance requirements and satisfied that the *Contractor* has the necessary competencies and resources to perform the work safely

- The *Contractor* appoints full-time competent employees in writing to supervise the performance of all specified work throughout the contract period.
- The *Contractor* ensures that the contract supervisor does not supervise work on any site other than the Affected Property for which such supervisor has been appointed for.
- Does not victimise or dismiss employees, by virtue of the employees divulging health and safety information or suspecting such information has been divulged, in the interests of health and safety requirements;
- The *Contractor* follows a process of disciplinary action if any of his employees or his sub*Contractor* employees have transgressed any of the requirements of the health and safety specification, safety and health plans, site rules or any other requirements.
- Before the commencement of work, review the submitted baseline risk assessments to include site or emerging risks. This should be done by a competent person appointed in writing with a view to identify hazardous and potentially hazardous work operations.
- Ensures that pre-task risk assessments are conducted and documented daily and prior to the starting of any new task, irrespective of whether it is a repetitive task or not.
- The *Contractor* ensures that an organisation medical surveillance programme for the duration of the contract is in place and maintained.
- Prior to having pre-employment and periodic medicals fitness examinations conducted, person/man job specifications must be compiled and handed to the occupational health practitioner.
- Issues risk-based personal protective equipment (PPE) as a measure of last resort to their employees, inspect such equipment regularly and ensure recipients of PPE are trained in the proper use, care and where necessary, the maintenance of PPE; **Note:** should the main *Contractor* or his/her appointed *Contractor*s entertain visitors on site, they will be held responsible for the provision and wearing PPE.
- The *Contractor* have a substance abuse program which in line with *Employer*'s requirements.
- Ensures that all incidents are reported and investigated timeously by competent incident investigators and aligned with 32-95 requirements.
- Is involved in all his sub*Contractor*'s incident investigations.
- For subcontracted work, the *Contractor* advises the *Service Manager* in writing timeously and obtain his accaptance prior to sub*Contractor*'s appointment and the work commencement thereof.

**3.1.10** The *Contractor* supervisor is trained on the following:

- HIRA
- Incident investigation
- Legal liability Training
- Supervisor Training

The *Contractor* supervisor:

- Is competent to perform the required supervisory tasks.
- Ensures the *Contractor* employees comply with the required statutory and Eskom project requirements.
- Inspects all work done to ensure adherence to *Employer'*s standards and specifications.
- Conducts follow-up inspections to ensure findings are closed out and preventative action is in place.
- Monitors *Contractor*s for adhere to statutory requirements and safety standards.
- Monitor *Contractor*s overall SHE performance on site in order to achieve excellent results.
- Discuss all SHE related problems with the relevant *Contractor* management timeously in the first instance and thereafter the *Service Manager* in the second instance relating to procedure requirements, non-conformance's identified, corrective actions, audits and inspection schedules.
- Continual liaison between the main *Contractor*, appointed *Contractor*s and employees.
- Ensures that employees and sub*Contractor*s are aware of latest standards, procedures, work instructions and safety regulations issued by Eskom:

## 3.2. Key Performance Indicators

3.2.1. *Contractor*/*Supplier* Management Key Performance Indicators (KPI's)

3.2.2. Maintain Health and Safety file and compliance to the health and safety plan, Eskom OHS requirements and applicable legislation as amended.

3.2.3. Always maintain good housekeeping where the task is being executing and/or within the area of responsibility.
3.2.4. Implement and monitor near miss reporting strategy / programme (reporting of near misses).
3.2.5. Develop and comply to Behavioural Safety Observation (BSO) and Planned Job Observation programmes (PJO).
3.2.6. Maintain Zero Fatalities for the duration of the contract.
3.2.7. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
3.2.8. All incidents must be reported immediately or before the end of the particular shift during which the incident occurred.
3.2.9. All incident investigations shall be completed within 30 days of the occurrence of an incident.
3.2.10. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
3.2.11. Close audit findings as per the Eskom procedure or audit report recommended time frames.
3.2.12. Close Non-conformance as per the recommended time frames.

Note: Monitoring of the above mentioned KPI's will take place through regular audits and inspection.

## 3.3. Contract completion and sign off

On completion of the project/contract, Eskom team (led by the *Contract Manager*) involved in the project together with the *Contractor* shall conduct the final meeting to identify the gaps prior to the contract close out. Before the final invoice is paid/processed, the *Contract Manager* shall ensure that the below requirements are met:

3.3.1. Close all incidents and audit findings.
3.3.2. Clean the respective area and ensure good housekeeping where the *Contractor* was working.
3.3.3. *Contractor* shall submit safety statistics and a safety file to Eskom Safety Department for closeout and filling.
3.3.4. Completion of a closeout report (Annexure D form as per 32-726) to close the contractual work.

## 3.4. Environmental constraints and management

The *Contractor*'s rates tendered shall cover all costs that will be incurred to comply with all requirements of the environmental requirements. Special attention is drawn inter alia to the following aspects:

- The *Contractor*'s attention is drawn to the fact that the Power Station is situated in a highly sensitive environmental area and that any incident that may result in an environmental impact must be brought to the attention of the *Service Manager* as soon as it is possible. The site is managed in accordance with an ISO 14001 certified management system, and the *Contractor* will be expected to manage all processes in line with environmentally sound principles.
- The following environmental requirements are always complied with:
  - Zero liquid effluent discharge.
  - No chemicals will be dumped into the station drains or on the premises.
  - No oil or waste will be dumped in an unauthorised area or unlicensed waste site.
  - Asbestos will be handled and stored according to Act 15 of 1973 (hazardous substances Act).
  - No materials or waste will be burnt on site. Hazardous substances shall be handled and stored according to the hazardous substances Act no 15 of 1973. No effluent shall be discharged into the public streams.
  - Construction Safety, Health, and Environmental Management Rev 0 32-136
- The *Contractor*, in and about the execution of the service, complies with all applicable national, provincial and Municipal environmental legislation and by laws.
- Comply with all environmental legislation of South Africa, including but not limited to:
  National Environmental Management Act 107 of 1998
  National Environmental Management Waste Act 59 of 2008
  National Water Act 36 of 1998
  Eskom Waste Standard latest revision

Waste Management: Norms and standards: Act 59 of 2008 latest revision

- The *Contractor* shall comply to all National and Local legislation requirements as well as *Eskom* procedures and policy. *Eskom's* goal is to ensure zero harm to the environment, and to ensure that any possible impact is mitigated or managed. The Duty of Care and implementation of best practice is critical during operations, and full communication on environmental issues is required at all times.
- Site/laydown demarcation: The *Contractor* shall demarcate his camp site, be restricted to that specific area and take full responsibility to restore the area to its original condition before the contract commenced.
- Waste management: The *Contractor* shall dispose of all waste off-site at a licensed waste disposal facility and submit proof to *Eskom*. The method statement on waste management will need to include the identification of possible waste streams, temporary storage and disposal options for each waste type, and contingency plans in the case of any environmental incident. A Safety Data Sheet must be supplied for all chemical or hazardous / potentially hazardous material brought onto site."
- Sanitation: The *Contractor* shall provide an appropriate enclosed temporary sanitation facility
- Dust control: The *Contractor* shall be responsible to apply effective dust control measures.
- Fire prevention: It shall be the responsibility of the *Contractor* to prevent fires at all times during the contract.
- The *Contractor* shall take full responsibility for protecting the natural environment and eliminating or minimising the negative impacts of construction on the environment during construction. Nothing specified herein shall relieve the *Contractor* of any obligations or responsibilities in this regard.
- If product is classified as a hazardous substance, safety brochures must accompany delivery. In accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and 11. If any hazard is identified by the *Contractor*, he must immediately inform the *Employer.*

## 3.5. Quality assurance requirements

Quality management for the Works is under Eskom Supplier Quality Management Specification 240-105658000 (QM-58).

The quality requirements applicable to this contract are captured in the Supplier Quality Management Specification QM 58 (240-105658000) category 3, which specify and describe the main quality criteria for the selection, evaluation, registration, monitoring and auditing of *Contractor*s. This specification as provided during tender will be seen as part of the services. It will work hand in hand with **category 3** (Form A) Tender & Contract Quality Requirements for QM58 and Quality requirements for ISO 9001 Standard. A Quality Control Plan/Inspection and Test Plan template as well as a Template for Typical Contract Quality Plan will be provided

The *Contractor* defines the level of QA/QC or inspection imposed on his sub-*Contractor*s where applicable

The programming of inspection, hold and witness points agreed between the *Employer* and the *Contractor* prior to undertaking any work.

The *Contractor* arranges, supervise and monitor services as per the agreed specification and work procedures approved by the *Employer*. All services to be carried out by qualifies persons

### 3.5.1. Quality Control Plan

The Quality Plan manages the overall quality of the project's main activities and milestones. It lists detailed activities in order of execution where each activity is described and references the associated work packages or specifications with witness, hold and verification points.
The *Contractor* is therefore required to ensure QCPs meet the following requirements as a minimum:

a) The *Contractor* defines the level of QC or inspection imposed on his sub*Contractor*s and suppliers.
b) The QCPs are to have provisions for signatures indicating Completion by the *Contractor* and acceptance by the *Employer* at the end of each activity.
c) The *Contractor* has the necessary Equipment and qualified staff to carry out the quality control required to ensure compliance with the specification.
d) The *Contractor* ensures that a complete Quality Control Plan (QCP) aligned with the Method Statement, and program for executing the work, is submitted to the *Service Manager* and *Supervisor* for review and acceptance before the Works can commence.

e) The programming of inspections, hold and witness points are agreed between the *Employer* and the *Contractor* before undertaking any of the Works.
f) During reviews of the QCP, the *Employer* provides the necessary intervention points, if required.

# 4. Procurement

## 4.1. People

### 4.1.1. Minimum requirements of people employed

The *Contractor* provides a detailed Curriculum Vitae (CV) containing qualifications, skills, competencies, and experience with certified copies of qualifications and certificates, from a recognised South African body e.g. SETA, SAQA etc. People with non-South African qualifications need to have their qualifications verified by SAQA and a Certification of Evaluation issued. The *Contractor* shall ensure that the staff has the necessary training.

### 4.1.2. BBBEE and preferencing scheme

The *Contractor* to ensure the *Service Manager* has an updated valid certified copy of BBBEE certificate or sworn affidavit during contract period. Failure to do so, could result in Eskom Vendor Management Department blocking vendor details on Eskom vendor management system which affects payment processing of invoices.

### 4.1.3. Supplier Development, Localisation and Industrialisation (SDL&I)

Information to be inserted after negotiation stage.

## 4.2. Subcontracting

### 4.2.1. Preferred sub*Contractor*s

No Nominated *SubContractors*

### 4.2.2. Subcontract documentation, and assessment of subcontract tenders

It is compulsory for the *Contractor* to use NEC system when subcontracting. The *Contractor* does not appoint a proposed Sub*Contractor* until the *Service Manager* has accepted him.

### 4.2.3. Limitations on subcontracting

None.

### 4.2.4. Attendance on sub*Contractor*s

It is the sole responsibility of the *Contractor.*

## 4.3. Plant and Materials

### 4.3.1. Specifications

All materials and equipment required and necessary to provide *services* by the *Contractor* on the Affected Property shall be carefully selected and tested by the *Contractor* before actual performance of *services* in the Affected Property.

### 4.3.2. Correction of defects

The *Contractor* provides a report detailing the nature of the defective area, the report should also give recommendations as to whether the defect can be fixed or not. The *Employer* is entitled to witness the defective area.

No replacement of vegetation must be done without an instruction by the *Service Manager*.

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

The *Contractor* provides the *Service Manager* with a quotation with the agreed markup percentage for all materials, vegetation or specialised services required to perform repairs. The *Contractor* attaches the Vendor's invoice or proof of purchase together with the *Contractor's* quotation as supporting evidence. The warrantees from suppliers are to be in favour of the *Employer* and not just the *Contractor*.

### 4.3.4. Tests and inspections before delivery

Where applicable calibration certificates, pressure test certificates etc, are required for parts and equipment supplied by the *Contractor*.

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

None. All other Plant and Materials are to be provided by the *Contractor*.

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

None.

# 5. Working on the Affected Property

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

All persons intending to perform work and/or attend meetings during this contract period at Affected Property have to comply with the following:

- Each person shall sign the entrance register and this information shall also be collated by the *Contractor* for use during the scheduled meetings.
- All persons entering the premises might be required to undergo a breathalyser test. Any persons testing positive will not be allowed entry. The *Employer* has a zero tolerance towards alcohol.

The *Contractor* to adhere to Eskom's respective Power Station or respective sites Security Control measures and entry requirements.

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

The *Contractor* upholds Eskom's Code of Ethics.

An attendance register will be required to be completed and retained by the *Contractor*.
Working Hours:

- Mon – Thursday: 07H30 - 16H15
- Fridays: 07H00 - 12H00

Lunch time:

- Monday – Thursday: 12H00 to 12H30
- Friday: None

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

Refer Section 3.1.

## 5.4. Environmental controls, fauna & flora

Refer Section 3.4.

## 5.5. Cooperating with and obtaining acceptance of Others

Proper co-ordination and work planning must be done when working in any area and where others are also performing work or activities. Interfacing is required with the office staff and other *Contractor*s. As per clause 25 of TSC 3

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

The *Contractor* shall, before entering the office for the first time, provide a comprehensive list of all equipment and tools intended for use during the contract period, to the *Service Manager*.

## 5.7. Equipment provided by the *Employer*

Electricity plug points in areas of the Affected Property where electricity is available and only when there is no loadshedding (during this time the *Contractor* must provide its own energy source).

## 5.8. Site services and facilities

### 5.8.1. Provided by the *Employer*

**First Aid facilities**: Not Available.
**Ablution facilities**: Available.

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

The *Contractor* provides the necessary labour, Personal Protective Equipment (PPE), home-work-home transport, meals, and accommodation that will satisfy the requirements of this contract.
The *Contractor* provides all the tools and equipment required to satisfy the requirements of this contract.
The *Contractor* provides all the materials, spares and/or parts necessary to satisfy the requirements of this contract.
The *Contractor* provides everything else necessary for providing the Service.

- The *Contractor* shall provide vehicles for use.
- Vehicles must be roadworthy, insured, and maintained in accordance with statutory requirements.
- Equipment must be maintained in good working order and replaced if defective.
- Consumables (paper, ink, etc.) shall be supplied by the *Contractor*.
- *Contractor*'s own facilities (accommodation, storage, vehicles, laboratories) must meet minimum standards set out in the Scope.
- Facilities must comply with health, safety, and environmental regulations.
- Upon completion of the contract, facilities provided by the *Contractor* shall be:
  - Removed from the site if temporary and *Contractor*-owned.
  - Handed over to the *Employer* if specifically procured for *Employer* use and ownership transfer is stated in the Scope.
- The *Contractor* shall restore any areas used for temporary facilities to their original condition unless otherwise agreed.

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

Offices are occupied by employees performing their work during normal hours. Any disruptions to these employees must be avoided and where not possible kept to a minimum. The *Contractor* shall take all necessary precautions to control noise to a minimum.

## 5.10. Tests and inspections

### 5.10.1. Description of tests and inspections

Inspections will be carried out by the Health & Safety Officer, the Environmental officer and the *Service Manager* periodically. This information will be shared during meetings.

Inspections carried out by the *Contractor*, specifically those intended for the prevention of harbouring areas, must be recorded and recommendations communicated with the *Service Manager* as soon as it becomes apparent.

# 6. List of Documents

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

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

| Document number | Revision | Title |
|---|---|---|
| 320-727 | Latest Revision | *Eskom SHEQ Policy* |
| 32-421 | Latest Revision | *Eskom Life Saving Rules* |
| 32-727 | Latest Revision | Safety, Health, Environment and Quality (SHEQ) Policy |
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