



NEC3 Term Service Contract (TSC3)

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

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

for **The provision of Horticulture, Pest control and Game management services at Duvha Power Station for a period of 3 years.**

| Contents: | No of pages |
|-----------------------------------------------|--------------------|
| Part C1 Agreements & Contract Data | 17 |
| Part C2 Pricing Data | 9 |
| Part C3 Scope of Work | 21 |

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

| Contents: | No of pages |
|--------------------------------------------------------------|--------------------|
| C1.1 Form of Offer and Acceptance | 3 |
| [to be inserted from Returnable Documents at award stage] | |
| C1.2a Contract Data provided by the <i>Employer</i> | 12 |
| C1.2b Contract Data provided by the <i>Contractor</i> | 2 |
| [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 a contract for the procurement of:

The provision of Horticulture, Pest control and Game Management services at Duvha Power Station for a period of 3 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.

| | | |
|--|----------------------------------------------------------------------|-------|
| | 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)*

(Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

| Clause | Statement | Data |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: | |
| | <div style="background-color: #cccccc; width: 100px; height: 30px; margin-bottom: 5px;"></div> dispute resolution Option and secondary Options | A: Priced contract with price list W1: Dispute resolution procedure |
| | <div style="background-color: #cccccc; width: 100px; height: 30px; margin-bottom: 5px;"></div> | X1: Price adjustment for inflation X2 Changes in the law |
| | <div style="background-color: #cccccc; width: 100px; height: 30px; margin-bottom: 5px;"></div> | X17: Low service damages X18: Limitation of liability X19: Task Order |
| | | Z: <i>Additional conditions of contract</i> |
| | of the NEC3 Term Service Contract April 2013 ² (TSC3) | |
| 10.1 | The <i>Employer</i> is (name): | Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa |
| | Address | Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg |
| | Tel No. | 013 690 0330 |
| | Fax No. | |
| 10.1 | The <i>Service Manager</i> is (name): | Ntombi Modjadji |
| | Address | Duvha Power Station PO Box 2199 eMalahleni 1035 |
| | Tel | 013 690 0198 |
| | Fax | N/A |
| | e-mail | Modjadrn@eskom.co.za |

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

| | | |
|----------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(2) | The Affected Property is | Duvha Power Station |
| 11.2(13) | The <i>service</i> is | The provision of Horticulture, Pest and Game Management at Duvha Power Station for a period of 3 years. |
| 11.2(14) | The following matters will be included in the Risk Register | Risk will be tabled in the risk register as they arise by both the Employer and the Contractor |
| 11.2(15) | The Service Information is in | Part 3: Scope of Work and all documents and drawings to which it makes reference. |
| 12.2 | The <i>law of the contract</i> is the law of | the Republic of South Africa |
| 13.1 | The <i>language of this contract</i> is | English |
| 13.3 | The <i>period for reply</i> is | One week |
| 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 |
| 3 | Time | |
| 30.1 | The <i>starting date</i> is. | 01 September 2026 or as soon as possible |
| 30.1 | The <i>service period</i> is | 36 Months (3 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 <i>assessment interval</i> is | <ul style="list-style-type: none"> • 25th day of each month for services rendered • |
| 51.1 | The <i>currency of this contract</i> is the | South African Rand |
| 51.2 | The period within which payments are made is | Monthly. |
| 51.4 | The <i>interest rate</i> is | <p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 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</p> |

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 | The contractor supplies all material, consumables, equipment, tools, labour and transport required to perform the work, unless otherwise instructed by the Service Manager. |
| 8 Risks and insurance | | |
| 83.1 | The Employer provides these insurances from the insurance tables. | <p>1. [●]</p> <p>2. [●]</p> <p>3. [●]</p> |
| 83.1 | The Employer provides these additional insurances | |
| 83.1 | The minimum amount of cover for insurance against loss and damages caused by the Contractor on the Employer's property is: | |
| 83.1 | The minimum amount of cover for loss and damages Plant and Materials provided by the Employer is: | |
| 83.1 | Minimum amount of cover for insurance in respect of loss of or damages to property (except the Employer's Property, Plant and Material and Equipment) and liability to the body injury or death of the person (not and employee of the Contractor) arising from or in connection with Contractor 's providing the service for anyone events is: | What ever the Contractor deemed necessary in addition to that provided by the employer |
| 83.1 | Minimum limit of indemnity for insurance in respect of death of or bodily injury to the employee of the Contractor out of and in the cause of their employment in connection with contract for anyone events is: | As prescribed by Compensation for Occupational Injuries and Diseased Act No. 130 of 1993 and Contractor's common law liability for people falling outside the scope of the Act with the limit of indemnity not less than R500 000.00 (Five Hundred Thousand Rands) |
| 83.1 | | |

| | | | | |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------|
| 9 | Termination | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data . | | |
| 10 | Data for main Option clause | | | |
| A | Priced contract with price list | | | |
| 20.5 | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than | 12 weeks. | | |
| 11 | Data for Option W1 | | | |
| W1.1 | The <i>Adjudicator</i> | the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA). | | |
| W1.2(3) | The <i>Adjudicator nominating body</i> is: | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body. | | |
| W1.4(2) | The <i>tribunal</i> is: | Arbitration | | |
| W1.4(5) | The <i>arbitration procedure</i> is | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. | | |
| | The place where arbitration is to be held is | South Africa | | |
| | The person or organisation who will choose an arbitrator | the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body. | | |
| | - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is | | | |
| 12 | Data for secondary Option clauses | | | |
| X1 | Price adjustment for inflation | | | |
| X1.1 | The <i>base date</i> for indices is | 01 April 2026 | | |
| | The proportions used to calculate the Price Adjustment Factor are: | proportion | linked to index for | Index prepared by |
| | | 15. | Fixed [D3-CPI] | [SEIFSA] |
| | | 55. | Labour Table [C3A] | [SEIFSA] |
| | | 15. | Transport Table [L2A] | [SEIFSA] |
| | | [15] | non-adjustable | |

| | | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | 100.00 |
| 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 low <i>service is</i> | <ol style="list-style-type: none"> 1. Resource availability and reliability (Equipment, Material (consumables) and Labour). <ol style="list-style-type: none"> 1.1 Equipment to execute the work must be in good working conditions all the time, that means all equipment must be service and maintained all the time. 1.2 Use of defective tools and expired herbicide/pesticide is prohibited 2. Respond time. <ol style="list-style-type: none"> 2.1 Response on time to the emergency request: the time it takes to respond to defect and request must not be longer than two days 3. Maintenance of fire breaks. <ol style="list-style-type: none"> 3.1 Fire breaks to be maintained in March/April month to avoid fire <p>Service level table: Up to 5% of the contract value for non and poor performance over the duration of the contract.</p> |
| X18 | Limitation of liability | |
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to | Contract value |
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to | the amount of the deductibles relevant to the event |
| X18.3 | The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to | The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles |
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for |

| | | |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <p>which the Contractor is liable under this contract for</p> <ul style="list-style-type: none"> • loss of or damage to property (other than the Employer's property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right. |
| X18.5 | The <i>end of liability date</i> is | The last month of the service contract period. |
| X19 | Task Order | |
| X19.5 | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within | 5 days of receiving the Task Order |
| X 20 | Key Performance Indicators | |
| X 20.1 | <p>Key Performance Indicators are:</p> <p>The contractor will be incentive as per the above Key Performance Indicator are all achieved as set in the contract. Incentive amount is paid once yearly at the anniversary of the contract.</p> | <ol style="list-style-type: none"> 1. Resource availability and reliability (Equipment, Material (consumables) and Labour). <ol style="list-style-type: none"> a. Equipment to execute the work must be in good working conditions all the time, that means all equipment must be service and maintained all the time. b. Use of defective tools and expired herbicide/pesticide is prohibited 2. Respond time. <ol style="list-style-type: none"> a. Response on time to the emergency request: the time it takes to respond to defect and request must not be longer than two days 3. Maintenance of fire breaks. <ol style="list-style-type: none"> a. Fire breaks to be maintained in March/April month to avoid fire 4. Maintenance of plant, flower beds and creation of garden. <ol style="list-style-type: none"> a. Clean and water office plant regularly, remove dying and old plan and replace with new one. b. Flowers beds to be regularly maintained c. Identify garden spot and create garden accordingly 5. Caring for the animals <ol style="list-style-type: none"> a. Ensure that animals are fit and healthy all the time. b. Take stock of all animals 6. Pest control management <ol style="list-style-type: none"> a. The property and garden to be free of pest. b. Less harmful pesticide and herbicide to both animal environment and humans to be used |
| | The additional conditions of contract are | Z1 to Z14 always apply. |

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to

disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

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

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

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to

include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement

of this contract or in execution thereof.

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service | |
| 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 insurance stated in the Insurance Table B

INSURANCE TABLE B

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

Z13 Conditions and Additional clause

The Contractor must supply transport to employees to and from home

The Contractor must supply transport to and from and from various work areas should the needs arises.

The contractor should have formal appointment as per SHEQ profile, e'g. SHE representative and etc.

The *Contractor* must supply all equipment and tools for the provision of services.

The *Contractor* to ensure that all tools, vehicles and equipment are all in good working conditions and service records are kept updated all times.

The *Contractor* overall to be clearly marked with the company's logo, i.e, easy to identify.

The *Contractor* to provide proper PPE for all work where PPE, e.g. googles, dust musk etc.

A fee, determined by the *Employer*, will be charged on the *Contractor* for every contractor employee gate pass permit loss by the employee.

The *Contractor* must provide proof of ownership or lease all machinery, equipment, tools required to execute the work.

The *Contractor* must be able to handle and be competent to use the machinery, equipment and tools required to carry out the work.

All the drivers must adhere to speed limit of 40km/h when driving at Eskom property and safety belt be worn all the time.

All machinery, equipment and tools be kept secure and in a neat and safe state.

Driver's licences (tractor and bakkies) certified copies must be handed in at the beginning of the contract to the Service Manager.

When a new driver start work the driver's licence must be presented and certified copies handed over. The licence must be handed in together with the identity document. The identity document will be handed back after verification.

The telephone cost will be to the account of the *Contractor*.

All new employees employed by the *Contractor* must do the induction courses at Safety Department before the employee may commerce with any work. This also applies to work performed inside and outside the perimeter.

Risk assessment for all tasks must be handed in at our health and safety offices. All employees to adhere to the risk assessment.

Safety meeting and work stoppage must be adhered too.

Any damages to property (Eskom/Private) that occurs during provision of the services will require repairs, repairs will be at the expense of the contractor.

The *Contractor* should make employees available for any training deemed necessary by the *Employer* (This applies to training offered by the employer). The *Contractor* will be responsible for the payment of cost of training.

All developmental training is at the cost of the *Contractor*.

CSI Requirements

The *Contractor's* unskilled force should compromise of 100% of employees who have been sourced from Duvha Power Station database.

Contractor must allocate 1% of the contract value to the CSI project allocated to them by Duvha Power Station.

C1.2 Contract Data

Part two - Data provided by the Contractor

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

| Clause | Statement | Data |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| 10.1 | The <i>Contractor</i> is (Name): Address Tel No. Fax No. | |
| 11.2(8) | The <i>direct fee percentage</i> is | % |
| | The <i>subcontracted fee percentage</i> is | % |
| 11.2(14) | The following matters will be included in the Risk Register | |
| 11.2(15) | The Service Information for the <i>Contractor's</i> plan is in: | |
| 21.1 | The plan identified in the Contract Data is contained in: | |
| 24.1 | The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience: | |
| | | CV's (and further key person's data including CVs) are in . |
| A | Priced contract with price list | |
| 11.2(12) | The <i>price list</i> is in | |
| 11.2(19) | The tendered total of the Prices is | R |

PART 2: PRICING DATA

TSC3 Option A

| Document reference | Title | No of pages |
|---------------------------|-------------------------------|--------------------|
| C2.1 | Pricing assumptions: Option A | 2 |
| C2.2 | The <i>price list</i> | 5 |

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

| | | |
|-------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Identified and defined terms | 11 11.2 | (12) The Price List is the <i>price list</i> unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate. |
|-------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Schedule A: Items list

| Item nr | Description | No | Quantity / Months | Rate | Total Price |
|---------|---------------------------------------------|----------|-------------------|------|-------------|
| 1. | SHEQ REQUIREMENTS | | | | |
| | SHE file | Once Off | 1 | | |
| | Medicals = 96 employees | Yearly | 3 | | |
| | Medicals (Post) = 96 employees | Once off | 1 | | |
| | Police Clearance = 96 employees | Once off | 1 | | |
| | Personal Protective clothing = 96 employees | Yearly | 2 | | |
| 2. | SITE ESTABLISHMENT | | | | |
| | Site establishment | Once off | 1 | | |
| | Site De-establishment | Once off | 1 | | |
| 3. | LABOUR | | | | |
| | Site Manager (qualified Horticulturist) | Monthly | 1 | | |
| | Safety Officer | Monthly | 1 | | |
| | Office Administrator | Monthly | 1 | | |
| | Supervisor | Monthly | 3 | | |
| | Ranger (qualified ranger/Zoologist) | Monthly | 1 | | |
| | Assistant Ranger | Monthly | 1 | | |
| | Pest Controller (with POC registration) | Monthly | 1 | | |
| | Assistant Pest Controller | Monthly | 1 | | |
| | Chainsaw (certified Chainsaw) | Monthly | 1 | | |
| | Assistant Chain saw | Monthly | 1 | | |
| | Tractor driver | Monthly | 1 | | |
| | Assistant tractor driver | Monthly | 1 | | |
| | Ride on lawn mower driver | Monthly | 1 | | |
| | Assistant Ride on lawn mower driver | Monthly | 1 | | |
| | Brush cutters | Monthly | 50 | | |

| | | | | | |
|----|----------------------------------------------------------------------------|-----------|-------|--|--|
| | General workers | Monthly | 30 | | |
| 4. | TRANSPORTATION AND VEHICLES | | | | |
| | Double cab LDV bakkies x 1 | Monthly | 36 | | |
| | Single cab LDV bakkie x 1 | Monthly | 36 | | |
| | 2-ton truck x 1 | Monthly | 36 | | |
| | 4 x 22-Seater Combi (Home-work-home) for workers | Monthly | 36 | | |
| 5. | GAME AND ANIMAL FOOD | | | | |
| | Snake catching kits | Once off | 2 | | |
| | 50 kg Mielies (Yellow) | Monthly | 1080 | | |
| | 20 kg Game block/ Salt/Molasses lick | Monthly | 2 232 | | |
| | 40 kg Game pellets | Monthly | 2 232 | | |
| 6. | PEST CONTROL SERVICES | | | | |
| | Servicing and maintaining of fly trap | Quarterly | 12 | | |
| | Supply and installation rat/mouse bait station | Monthly | 300 | | |
| | Servicing and maintenance of rat/mouse station | Monthly | 36 | | |
| | Service and maintaining of bird scarecrow | Quarterly | 12 | | |
| | Supply pesticide/Herbicide | Monthly | 36 | | |
| 7. | HORTICULTURE SERVICES | | | | |
| | Supply of Abor tree x 50 | Yearly | 3 | | |
| 8. | EQUIPMENT | | | | |
| | Tractor with back slash x 2 | Monthly | 36 | | |
| | Water tanker x 1 | Monthly | 36 | | |
| | Ride on lawn mower x 2 | Monthly | 36 | | |
| | Brush cutters x 50 | Monthly | 36 | | |
| | Chainsaw x 2 | Monthly | 36 | | |
| | Looper x 1 | Monthly | 36 | | |
| | Sling x 1 | Monthly | 36 | | |
| | Safety sign and barricading net to indicate the grass and tree cutting job | Monthly | 36 | | |
| | | | | | |

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|----|-----------------------------------------------------------------------------|---------|------------|--|--|
| 9. | GRASS CUT AREA | | | | |
| | Ash Dam Trenches | Monthly | 27 467 | | |
| | Ash Dam Slopes | Monthly | 1 082 024 | | |
| | Raw Water Dam Trenches | Monthly | 108 854 | | |
| | Soccer fields | Monthly | 8 703 | | |
| | Opposite School | Monthly | 19 800 | | |
| | Ikageng hostel | Monthly | 83 496 | | |
| | Ikageng Offices | Monthly | 12 000 | | |
| | Veld grass opposite Ikageng (between Ikageng and Horticulture deport) | Monthly | 3 395 | | |
| | Area between Ikageng and raw dam water | Monthly | 28 627 | | |
| | Between contractor parking grassed area and Ikageng | Monthly | 36 536 | | |
| | The whole area at Horticulture deport | Monthly | 20 350 | | |
| | Between houses and old church | Monthly | 9 200 | | |
| | Road between old barracks and Sewage plant | Monthly | 12 400 | | |
| | Sewage Treatment Plant | Monthly | 14 508.92 | | |
| | Pond 1 | Monthly | 152.54 | | |
| | Pond 2 | Monthly | 194.25 | | |
| | Pond 3 | Monthly | 160.26 | | |
| | Pond 4 | Monthly | 184.49 | | |
| | Parameter fence | Monthly | 223.00 | | |
| | Grassed area next to parking | Monthly | 7 268.26 | | |
| | Road from horticulture deport to the sewage treatment plant. | Monthly | 1 536.59 | | |
| | At the entrance next to horticulture deport | Monthly | 17 920.05 | | |
| | Grassed area at entrance | Monthly | 24 811.09 | | |
| | Areas between main road and security fence | Monthly | 14 938.61 | | |
| | Area next to main road and Sannieshof | Monthly | 3 265.00 | | |
| | Sannieshof Vacant Housing | Monthly | 143 447.35 | | |
| | Duvha Guest house | Monthly | 2 505.97 | | |

| | | | | | |
|--|-------------------------------------------------------------------------------------------------------------|---------|-------------|--|--|
| | Duvha village | Monthly | 32 506.05 | | |
| | Sannieshof open land | Monthly | 78 100.00 | | |
| | Next to dirt road starting at Sannieshof entrance – ending at the Ash dam entrance going past Mike Fell Pan | Monthly | 2 150.75 | | |
| | At Pan entrance both sides of the Cut grass road | Monthly | 14 725.71 | | |
| | Behind Pan next to village | Monthly | 48 471.51 | | |
| | Channel from High level dam | Monthly | 597.20 | | |
| | North Station Drains | Monthly | 7 565.52 | | |
| | South Station drains | Monthly | 5 652.15 | | |
| | Driefontein dam banks | Monthly | 725.47 | | |
| | Driefontein Transformer | Monthly | 278.46 | | |
| | Conveyer belt from gate until mine fence (cut until parameter fence) | Monthly | 3000.00 | | |
| | Inside perimeter fence | Monthly | 39 206.53 | | |
| | Outside perimeter fence | Monthly | 11 246.03 | | |
| | Grass next security | Monthly | 21 166.00 | | |
| | Around Duck Pond (Opposite Lapa) | Monthly | 5 000.00 | | |
| | Around Duck Pond (Road side) | Monthly | 1 170 | | |
| | Island within pond | Monthly | 2 385.29 | | |
| | Around soccer fields and Duvha Lapa | Monthly | 15 990.509 | | |
| | Open veld next to lapa (Area where game usually found) | Monthly | 578 198.822 | | |
| | Areas along right-hand side of the main road until CED/Recovery Office | Monthly | 23 962.86 | | |
| | Between HV yard and main road | Monthly | 584.43 | | |
| | Between main road and cooling towers (midway) | Monthly | 618.33 | | |
| | From cooling tower to channel | Monthly | 6 845.63 | | |
| | From the channel to the CED road | Monthly | 65 561.68 | | |
| | Next to Park homes, offices along CED road until coal stock yard. | Monthly | 2 194.35 | | |
| | From the road to the electric fence. | Monthly | 1 163.43 | | |
| | Coal emergency offloading area. | Monthly | 139 569.26 | | |

| | | | | | |
|--|--------------------------------------------------------------------------------------------------------------------------------------|---------|--------------|--|--|
| | Coal stock yard area. | Monthly | 58 900.00 | | |
| | Next to parameter fence until security gate. | Monthly | 7 837.00 | | |
| | Coal stock yard road (Next to coal stock yard) | Monthly | 17 092.39 | | |
| | Coal stock yard (Next to conveyer belt) – until stop sign at contractor's yard. | Monthly | 2 378.69 | | |
| | From contractor yard road until behind the Steinmuller yard | Monthly | 20 052.32 | | |
| | From Howden yard until Southey. | Monthly | 1 041 852.21 | | |
| | Between above mentioned zones | Monthly | 46 934.68 | | |
| | Between high level dam and contractors' yard | Monthly | 300.00 | | |
| | Mills scrap yard (next to Southey) | Monthly | 585.38 | | |
| | Empty yard in contractors' yard | Monthly | 5 314.62 | | |
| | Between high level dam and cooling towers road (includes area behind high level dam). | Monthly | 3 100.00 | | |
| | Also include fire training ground. | Monthly | 38.94 | | |
| | Around high-level dam | Monthly | 4 181.03 | | |
| | Between high level dam and parameters fence | Monthly | 5 367.64 | | |
| | Old Simulator building | Monthly | 600.00 | | |
| | Around water treatment plant | Monthly | 600.00 | | |
| | Around North cooling towers | Monthly | 300.00 | | |
| | Around plant | Monthly | 218.77 | | |
| | Unit transformer yards (6 units) | Monthly | 300.00 | | |
| | V- ditch next to HV yard | Monthly | 585.38 | | |
| | South Water Treatment plant | Monthly | 5 314.62 | | |
| | Grassed area | Monthly | 3 100.00 | | |
| | Ditch | Monthly | 38.94 | | |
| | Next to road starting from contractors' yard, passing stores (includes road between stores and conveyer), until Transport department | Monthly | 4 181.03 | | |
| | Store area opposite unit 6 | Monthly | 5 367.64 | | |
| | All dirty water ditches | Monthly | 600.00 | | |

| | | | | | |
|--|----------------------------------------------------------------------|---------|-----------------------------------------------|--|--|
| | All clean water trenches | Monthly | 600.00 | | |
| | Transformers and substations all units | Monthly | 300.00 | | |
| | From the units until the Ash dam | Monthly | 218.77 | | |
| | Garden and plant maintenance (including nursery and new landscaping) | Monthly | 36 | | |
| | Garden waste removal | Monthly | Per ton | | |
| | Fire breaks x 9m broad | Yearly | Areas identified by the Eskom Service Manager | | |

The total of the Prices

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Note:

1. Labour hours are based on 173 hours per month. The labour rate to make provision for leave pay as a replacement employee is expected on site to maintain the same compliment while an employee/s are on maternity leave.
4. SHEQ provision is inclusive of all costs associated with meeting Eskom's and legal requirements in terms of Safety, Health, Environment and Quality, the safety file preparation and approval, provision of PPE for employees on an annual basis for 3 years.
2. The Transport for employees and bakkie rates to include fuel and other associated costs. Transport for employees to work is based on a 40 km radius per single trip.
5. Grass cutting rate must be inclusive of consumables for grass cutting as well as intensity intervals.
6. The cost of garden and plant maintenance to include the cost of pruning and felling of trees.
7. PPE cost to include the bee catching suits.

Schedule B: Overtime@1.5

| Item nr | Description | Qty (Hrs/km) | Rate | Total Price |
|---------|-----------------------------------------|--------------|------|-------------|
| 1. | Supervisors | 30 000 | | |
| 2. | Ranger (qualified ranger/Zoologist) | 7 500 | | |
| 3. | Assistant Ranger | 7 500 | | |
| 4. | Pest Controller (with POC registration) | 7 500 | | |
| 5. | Assistant Pest Controller | 7 500 | | |
| 6. | Chainsaw (certified Chainsaw) | 7 500 | | |
| 7. | Assistant Chain saw | 7 500 | | |
| 8. | Tractor driver | 7 500 | | |
| 9. | Assistant tractor driver | 7 500 | | |
| 10. | Ride on lawn mower driver | 7 500 | | |

| | | | | |
|-----|-------------------------------------|----------|--|--|
| 11. | Assistant Ride on lawn mower driver | 7 500 | | |
| 12. | Brush cutters | 15 000 | | |
| 13. | General workers | 15 000 | | |
| 14. | Transport for overtime x 2 | 288 days | | |

The total of the Price

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Note: Overtime it will be worked only on Saturday on an as and when required basis.

Schedule C: As and when required services

| Item nr | Description | Unit Rate | Price |
|---------|-----------------------------------------------------------------------------|-----------|-------|
| 1. | VET/ Para VET services | | |
| 2. | Cherry picker/Sky jack x 1 | | |
| 3. | Supply and installation of bird scarecrow (Once off) | | |
| 4. | Supply of office plants | | |
| | Supply of tree | | |
| 5. | Supply of flowers | | |
| 6. | Supply and installation of fly trap | | |
| 7. | Tagging of Zebra (once off when there is a newborn or the tag is removed) | | |
| 8. | Tagging of Blesbok (once off when there is a newborn or the tag is removed) | | |
| 9. | SHEQ training | | |
| | Total of the price | | |

Note: The above is the as and when required, therefore please complete the above for the purpose of price determination as the required quantity will differ during the duration of the contract for a particular month.

Schedule D: Performance Bonus

| Item nr | Description | Hours | Rate | Total Price |
|---------|-----------------------------------------|-------------|------|-------------|
| 1. | Supervisors | 3 x 173x 36 | | |
| 2. | Ranger (qualified ranger/Zoologist) | 1 x 173x 36 | | |
| 3. | Assistant Ranger | 1 x 173x 36 | | |
| 4. | Pest Controller (with POC registration) | 1 x 173x 36 | | |
| 5. | Assistant Pest Controller | 1 x 173x 36 | | |
| 6. | Chainsaw (certified Chainsaw) | 1 x 173x 36 | | |
| 7. | Assistant Chain saw | 1 x 173x 36 | | |
| 8. | Tractor driver | 1 x 173x 36 | | |

| | | | | |
|-----|-------------------------------------|--------------|--|--|
| 9. | Assistant tractor driver | 1 x 173x 36 | | |
| 10. | Ride on lawn mower driver | 1 x 173x 36 | | |
| 11. | Assistant Ride on lawn mower driver | 1 x 173x 36 | | |
| 12. | Brush cutters | 50x 173x 36 | | |
| 13. | General workers | 30 x 173x 36 | | |

The total of the Price

| |
|--|
| |
|--|

Note: Performance is not compulsory, it will be paid based on the performance.

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

1 Description of the service

1.1 Executive overview

Provision of Horticulture, Pest control, and Game and wildlife management at Duvha Power Station for a period of 36 months. The contractor should be suitable, qualified, experienced and be well-established supplier with the capacity to offer an excellent service to Duvha Power Station.

1.2 Employer's requirements for the service

- The *Contractor* provides qualified labour to carry out various horticulture, pest control and game management activities.
- The *Contractor* provides tools, gear, equipment and consumables to carry out the work.
- The *Contractor* ensures the safety of own personnel, other contractors and Eskom employees in the vicinity of the works by complying with the OHS Act No.85 of 1993 and its Regulations.
- The *Contractor* plans and executes the work and provides a detailed plan for each unit area they will be working on.
- The *Contractor* performs quality control on own work as per pre-approved control plans.
- The *Contractor* performs work within the specified period and to the acceptable quality standard.
- The Contractor is required to have a minimum of 1 RP's (Responsible Person) as per the Eskom's Plant Safety Regulations within four months from the contract start date. The course will be provided free of charge by Duvha Power Station. It remains the Contractor's responsibility to book his personnel for the training.
- The works also includes the decommissioning and re-commissioning, removal, dismantling as well as making good of areas affected by the removal thereof. All redundant equipment to be removed by the Contractor.
- The Contractor is required to take permit to work at areas that required a permit to work.

1.2.2 Callouts

The Contractor shall ensure availability of personnel to attend to game management and pest control callout outside of normal hours. The standby person attends to call-outs outside of normal working hours:

- Pest controller or assistant
- Game Ranger or assistant

1.2.4 Day to day activities performed by the Service Provider

- a) The contractor will be required to work the same Eskom hours which are 07:00 to 16:15 on Mondays to Thursdays and 07:00 to 12:00 on Fridays.
- b) The contractor to attend morning meetings with Eskom Service/Contract manager whatever the case maybe,
- c) The contractor records and submit all notable findings from inspections to the service/contract manager,
- d) The contractor action all the defects log relating to the services within allowable duration
- e) The contractor report back all the weekly work plan activities to Eskom Service/Contractor manager upon completion,

1.2.6 The Scope of work consists of the following:

The activities are categorized according to the subsystems as detailed below:

The following areas have been identified as areas that will need to be maintained by the contractor for the duration of the contract. The estimated sizes of the various areas are also provided in the table below. The sizes should be used as a guideline to the contractor when pricing. The contractor will monthly, together with the contract manager identify areas that will be maintained during a particular month, and checks will be completed in accordance with the identified areas.

| Locations | Area | Activity | Estimated Sizes |
|-----------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------|--------------------------|
| Areas Outside the Power Station's Fence Parameters Fence | | | |
| Ikageng Area | Soccer fields | Cut grass at Duvha primary school soccer fields | 8 703m ² |
| | Next to soccer field | Cut veld grass | 19 800m ² |
| | Former Ikageng hostel | Cut, Spray with herbicide and remove weeds | 83 496m ² |
| | Former Ikageng Offices | Cut, Spray with herbicide and remove weeds | 12 000m ² |
| | Veld grass opposite Ikageng (between Ikageng and Horticulture deport) | Cut veld grass | 3 395m ² |
| | Area between Ikageng and raw dam water | Cut veld grass | 28 627m ² |
| | Between contractor parking grassed area and Ikageng | Cut veld grass | 36 536m ² |
| | The whole area at Horticulture deport | Cut, Spray with herbicide and remove weeds | 20 350m ² |
| Former Old Barracks | Between houses and old church | Cut veld grass | 9 200m ² |
| | Road between old barracks and Sewage plant | Cut veld grass | 12 400m ² |
| Sewage treatment Plant | Sewage Treatment Plant | Cut grassed area | 14 508.921m ² |

| | | | |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| | Pond 1 | Remove reeds | 152.542m ² |
| | Pond 2 | Remove reeds | 194.248m ² |
| | Pond 3 | Remove reeds | 160.262m ² |
| | Pond 4 | Remove reeds | 184.494m ² |
| | Parameter fence | Cut grass | |
| | Ash Dam Trenches | | 27 467m ² |
| | Ash Dam Slopes | | 1 082 024m ² |
| | Raw Water Dam Trenches | | 108 854m ² |
| Contractors Parking | Parameter fence | Spray paving and fence (including edges) | 223m ² |
| | Grassed area next to parking | Cut grass and clean | 7 268.256m ² |
| | Road from horticulture deport to the sewage treatment plant. | Cut grass = 1m | 1 536.586m ² |
| Station entrance | At the entrance next to horticulture deport | Cut grass and edges | 17 920.054m ² |
| | Garden and grassed area at entrance | Cut grass and edges Garden maintenance | 475.665m ² |
| | Grassed area at entrance | Patch of grass next to road | 24 335.424m ² |
| Main road | Areas between main road and security fence | Cut grass | 14 938.605m ² |
| Sanniefhof Housing and Duvha Village | Area next to main road and Sannieshof | Cut grass – cut 5m towards Sannieshof | 3 265m ² |
| | Sannieshof Housing | Cut grass around houses (It should be noted that no cutting to take place inside the yards at Sannieshof, except for vacant houses). Contract manager to inform you of the houses to cut inside the yard. | 143 447.351m ² |
| | Former Duvha Guest house | Cut grass and remove weeds | 2 505.968m ² |
| | Duvha village | Cut grass and remove weeds and maintain grass | 32 506.046m ² |
| | Sanniefhof open land | Cut grass | 78 100m ² |
| Mike Fell Pan | Next to dirt road starting at Sannieshof entrance – ending at the Ash dam entrance (going past Mike Fell Pan | Cut grass (1m away from the road) | 2 150.752m ² |
| | At Pan entrance both sides of the Cut grass road | Cut grass | 14 725.706m ² |
| | Behind Pan next to village | Cut grass | 48 471.513m ² |

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| | Channel from High level dam | Cut grass and remove reeds on both side of the channel (if any grass or reeds fall into the channel after cutting that grass should be removed) | 597.2m ² , Each side of the channel is 298.6m ² |
| Station Drains | North Station Drains | Cut grass | 7 565.518m ² |
| | South Station drains | Cut grass | 5 652.151m ² |
| Driefontein Dam | Driefontein dam banks | Cut grass and remove reeds | 725.474m ² |
| | Driefontein Transformer | Spray the inside of the transformer and the transformer fence | 278.463m ² |
| Conveyer Belts | Conveyer belt from gate until mine fence (cut until parameter fence) | Cut grass and remove weeds from grassed areas Spray weeds next to belt and below conveyer | 3 000m |
| Power Station Area | | | |
| Station Security Parameter Fence | Inside fence | Cut and spray within the fence (plant Safety Regulations Training required). | 15 188.9575 m ² |
| | Outside fence | Cut grass next to fence | 6 075.583m ² |
| Security Area | Grass next security | Cut grass | 9 790.327m ² |
| Lapa | Around Duck pond (Opposite Lapa) | Cut grass | 5 000m ² |
| | Around Duck pond (Road side) | Cut grass | 1 170m ² |
| | Duck pond | Clean the pond and remove reeds and weeds if any. Ensure that all water sprays are working and in good condition. Ensure good follow of water, (report any blockage of canals and drainages) | 6 000m ² |
| | Island within pond | Cut grass and remove weeds | 2 385.29 m ² |
| | Around soccer fields and Duvha Lapa | Cut grass | 15 990.509m ² |
| | Open veld next to lapa (Area where game usually found) | Cut grass. When cutting in this area the following should be noted: <ul style="list-style-type: none"> Grass should never be cut flat (note exception below) Grass to be cut to a level that game can still graze on the grass. All areas directly under the power line should be cut flat. No cutting or any other work should take place within the wetland in the area, as it have been identified as sensitive area (estimated measurement exclude areas 500 meters from wetland) Employees should be careful of encountering game (wild life interaction training /awareness must | 578 198.822m ² |

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| | | be attended). | |
| Station Main road | Areas along right hand side of the main road until CED/Recovery Office | Cut grass (Start from main road until electric fence). Spray paved areas and road edges | 30 455.411m ² |
| | Between HV yard and main road | Cut Grass (workers to be on alert for exposed cables - if any cables are noted this must be reported immediately). Spray paved areas and road edges. | 6 505.346m ² |
| | Between main road and cooling towers (midway) | Cut grass (includes areas behind Safety and IR Park home, behind LP services and behind the lab). Spray paved areas and road edges. | 39 206.525m ² |
| | From cooling tower to channel | Cut grass, spray paved areas and road edges. | 11 246.025m ² |
| GCD/CMD Road | From the channel to the CMD road | Cut grass, spray paved areas and road edges (All grass must be removed from channels) | 21 166.000m ² |
| | Next to Park homes, offices along CMD road until coal stock yard. From the road to the electric fence. | Cut grass, spray paved areas and road edges. Cut grass and spray around contractors' yard fence. Cut around Blue building. | 36 779.930m ² |
| Coal Stock Yard Area | Coal emergency offloading area. | Cut grass | 3 066.779m ² |
| | Coal stock yard area. | Cut around stores warehouse, spray paved areas, road edges and around contractors' yard in the area. Cut areas where there is visible grass in coal stock yard. | 2 385.289m ² |
| | Next to parameter fence until security gate. | Cut grass, remove weeds | 25 195.516m ² |
| | Coal stock yard road (Next to coal stock yard) | Cut grass, remove weeds and spray road edges | 9 742.356m ² |
| | Coal stock yard (Next to conveyer belt) – until stop sign at contractors yard. | Cut grass, remove weeds and spray road edges | 23 962.861m ² |
| Contractors Yard | From contractor yard road until behind the Steinmuller yard | Cut and spray | 584.432m ² |
| | From Howden yard until Southey. | Cut and spray | 618.333m ² |
| | Between above mentioned zones | Cut and spray | 6 845.625m ² |
| | Between high level dam and contractors' yard | Cut grass | 65 561.684m ² |

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| | Mills scrap yard (next to Southey) | Spray with herbicide (include the fence) | 2 194.353m ² |
| | Empty yard in contractors' yard | Cut grass and remove weeds | 1 163.434m ² (estimated size of one yard) |
| High Level Dam | Between high level dam and cooling towers road (includes area behind high level dam). Also include fire training ground. | Cut grass | 139 569.259m ² |
| | Around high level dam | Cut grass around dam. Reduce reeds in the dam compartments. | 7 837.003m ² |
| | Between high level dam and parameters fence | Cut grass | 17 092.393m ² |
| | Old Simulator building | Cut grass, spray paved areas and road edges. | 2 378.690 m ² |
| Water Treatment Plant | Around water treatment plant | Cut grass, spray paved areas and road edges. | 20 052.316m ² |
| Cooling Towers | Around North cooling towers | Cut grass, spray paved areas and road edges. | 1 041 852.214m ² |
| Plant Area | Around plant | Cut grass, spray paved areas and road edges. Includes H2 plant (Note: no machinery to be used in this area as there is a risk of explosions in the area) – PSR training required. | 46 934.678m ² |
| | Unit transformer yards (6 units) | Spray all yard (PSR training required) | 300m ² |
| | V- ditch next to HV yard | Maintain garden, re-plant and remove weeds, | 585.383m ² |
| | South Water Treatment plant | Cut grass around clarifiers and water tanks. Remove reeds in the area. Remove grass from ditch. | 5 314.619m ² Grassed area 38.942m ditch |
| | Next to road starting from contractors' yard, passing stores (includes road between stores and conveyer), until Transport department | Cut grass, spray paved areas and road edges. | 4 181.026m ² |
| | Store area opposite unit 6 | Spray with herbicide (include the fence) | 5 367.636m ² |
| V-Ditches | All dirty water ditches | Cut sides of trenches, remove grass growing in trenches Should any grass fall into the trenches after or during the cleaning. It should be removed immediately. | 600.00 |

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|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| | | Silted trenches should be reported to the contractor manager. | |
| | All clean water trenches | Cut sides from trenches. Remove grass growing in the trenches. Should any grass fall into the trenches after or during cleaning, it should be removed from the trench immediately. Silted trenches should be responded to the contract manager | 600.00 |
| | Transformers and substations | Spray with herbicide | 300 |
| Ash Lines | From the units until the Ash dam | Spray along Ash dam. Cutting can take place if necessary. Care should be taken not to damage line whilst conducting work | 2 18.774m ² |
| Others | | | |
| Garden Maintenance | Village, Security entrance, Security area and Power station area | All Gardens are to be well kept. Rejuvenated when necessary. Weeds removed. Manure applied to gardens | N/A |
| Landscaping | | Create garden landscaping at in and outside the station as per Eskom Service manager's request | N/A |
| Transformers and mini-subs | 10 Transformer & 26 Mini - Subs | Cut grass and apply herbicide. Wear reflector vests when working here. Apply herbicides at transformers and mini-subs. | |
| Plant Maintenance | Indoor Plants: (Include transmission Offices) All offices excluding contractors' offices. Include Eskom village offices | All indoor plants should be watered on a regular basis. <ul style="list-style-type: none"> Plant should be kept free of parasites. Plants must be wiped down with a sponge. Dead leaves must be removed. Dead plant should be replaced. Dying plants should be removed. Plant selected for indoor areas should be suitable for indoor temperature controlled environment with lots of lighting. Soils in pots should be kept nutrient rich. <p>It is expected that when the nursery has yielded enough plants/ Trees replacements will be taken from the nursery.</p> | N/A |
| Tree Maintenance | Entire site | Tree felling: All trees which cause a safety risk or those obstructing crane drivers' ability to perform their duties, should be identified and cut immediately. (Supplier to provide Cherry Picker): Working at heights training is necessary. | Per 20mm trunk radius. Tree height (per meter) will be taken into consideration for every meter of a tree that is taller than 15m. |

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|--------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| | Entire site | Tree Pruning: All trees must be pruned on a regular basis at the base and on the sides. Extremely tall trees can be pruned if they are interfering with the crane driver's ability to perform their duties. | Per tree |
| | Entire site | Removal of fallen trees | Per 20mm trunk radius |
| Grassing of Area | Entire site | Areas that need to be grassed will be identified; also areas that must be re-grassed will be identified. Grasses selected should be those that thrive in Highveld conditions. | Per m ² |
| Fire Break Maintenance | Entire site | To be cut first, then ploughed. This service includes the ploughing and disking of firebreaks to which of 9m (where possible) Fire breaks must be maintained in March /April. | |
| Arbour Day | Supply 50 trees per year | The type of trees that should be supplied for Arbour day will be agreed upon with the contract manager prior to the commencing of the service. <ul style="list-style-type: none"> Note: It is expected that when the nursery has sufficient trees growing; trees for Arbour day will be acquired from nursery. Trees are to be planted by supplier and planting sites must be identified by supplier. All trees must be indigenous to the Highveld region. | Per tree |
| Removal of Garden Waste | Entire site | All garden waste must be removed immediately after cutting has taken place. | Per 6m ³ Trailer/ton |

Note: some area the measures may not be 100% accurate.

DESCRIPTION OF THE SERVICES

GROUND MAINTENANCE AND HORTICULTURE SERVICES

1.3.1. EQUIPMENT AND CONSUMABLES

The following equipment's are required by the employer as part of the contract:

- Push Mowers
- Brush cutters
- Ride on mowers
- Tractors (Shield head tractor to protect driver from dust and sun)
- Tractor drawn slashers (Blow mower and veld grass)
- Chain saw
- Plough disc
- Loppers and pole pruner
- Ladders
- General domestic tools (rakes, spade and forks and etc.)

- Water tankers (ensure that there is a method of mobilising the water tanker)
- Spray canisters (preferable back pack)
- Hose pipes
- Cherry Picker (to be hired as and when required)
- Water Funnels to water the flowers
- Sling
- Barricading signs and net
- Diesel and or Petrol for the brush cutters

Note: All equipment should be in good conditions.

1.3.1. SHE Training Matrix and Occupational Hygiene requirements

The Successful Tenderer will have to comply with the station’s safety requirements, as such a Safety File will have to be compiled and presented to Eskom for approval/acceptance prior work starts.

It must be highlighted that Eskom takes a ZERO TOLERANCE stance to violation of Life-saving Rules rules. Life-saving Rules apply to all Eskom employees, agents, consultants, contractors and to any person entering Eskom sites.

1. Guideline to Costing of Health and Safety Management include but not limited to the following :

| <u>COSTING FOR HEALTH AND SAFETY</u> | | | |
|-------------------------------------------------------------------------------------------------------------------|-----------------|-------------|--------------|
| Description | quantity | rate | total |
| <u>TRAINING AND COMPETENCY</u> | | | |
| First Aider | 1 | | |
| Employer (Legal liability Training) | 1 | | |
| Supervisor (SHE Training) | 1 | | |
| Incident Investigator | 1 | | |
| Mobile Plant Operators (if applicable) | 1 | | |
| Firefighting level one (X1)/ After appointment on site all employees to attend Fire Demo (provided by the Client) | 1 | | |
| Risk Assessor (HIRA Training) | 1 | | |
| sub-total | | | |
| <u>PERSONAL PROTECTIVE CLOTHING (For each employee per annum); SABS & CI APPROVED</u> | | | |
| Safety Boots (x1 pair) | 1 | | |
| Two or one piece Overalls (applicable for the type of duty) | 2 | | |
| Reflective vest (x1) | | | |
| Hard hat with a chin strip with a company logo | 1 | | |
| Sun hat with neck protection | 1 | | |
| Safety gloves (applicable for the type of duty) | 2 | | |
| Safety Goggles/ glasses (applicable for the type of duty) | 1 | | |
| Disposable Dust mask FFP2 Type (each to be replaced after contamination) (If applicable) | | | |
| Disposable overall (each to be replaced after use) | | | |
| Hearing protection sans approved | 1 | | |

| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|
| Bee suit set | 2 | | |
| Winter Jacket | 1 | | |
| Rain coats (If applicable) | 1 | | |
| OTHER CONTENTS | | | |
| First Aid Box (Including all relevant required items) | 1 | | |
| Fire extinguisher (per vehicle) | 1 | | |
| Medical Surveillance (For all employees on site) including labour broker (validity of 12 months) | | | |
| Police Clearance (criminal record check for all employees) | | | |
| Safety signage | | | |
| Contractor Safety stats boards (one per contractor) | | | |
| List of Occupational Hygiene surveys/ risk assessment to be conducted every 2 years. | | | |
| Exposure risk assessment- addressing all relevant stressors (health risk assessment) | | | |
| Ergonomics Risk Assessment | | | |
| Monitoring surveys: <ul style="list-style-type: none"> • Hazardous Chemical Agents, • Noise, • Indoor air quality, • Illumination, • Vibration (Hand Arm Vibration i.e. from operating a bush cutter and Whole-body Vibration i.e. from operating a tractor) | | | |
| Information and training (For identified stressors above) | | | |
| Sub-total | | | |

SERVICE SPECIFICATION

The specification is intended to explain what the supplier's responsibilities are with regard to the different task that they have to perform and the method they are likely to adopt in doing so. There may be more than one recognised method of undertaking a specific task and the contractor is free to exercise his discretion in this regard. The particular method they adopt however and the result they achieve will conform to "Professional Horticultural Practices" and to the standard required by Employer (Eskom: Duvha Power Station).

1.4.1. MOWING

All grassed areas shall be maintained in such a way to ensure a clean cut, groomed and "finished off" look whenever possible. The frequency of cut and standard of finish is largely dictated by climatic conditions. The length of the grass will vary from place to place and the method of mowing will vary according to the type of grass and the standard of finish required. At no time will "scalping" be permitted as a result of cutting too short or due to allowing the thatch build up to become excessive. Particular care will be taken to keep flying stone and debris to a minimum. All mowing equipment blades will be sharp, correctly set at all times and all be fitted with guards.

All mowing equipment will be serviced on a regular basis and service records should be kept by the supplier, under no circumstances will be breakdown of equipment be acceptable due to lack of servicing.

The following categories of mowing will determine the cutting frequency and quality of finish:

Forthrightly:

Intensive lawns (as will be concluded by the supplier an employer) will be cut with site discharge machines with intent to create a well finished look. Trimming and garden waste collection to be done simultaneously.

Monthly:

Semi intensive lawns (as will be concluded by supplier and employer) will be cut with site discharge machines with intent to create a well finished look. Trimming and waste collection to be done simultaneously.

Boreholes:

Minimum maintenance and fairly tall cutting at required height.

Veld grass:

Restricted largely to areas with veld or bunch grass cover. Brush cutting will form part if grass cutting in these areas/ or chemical spraying where applicable. No clippings shall be removed as windrows may occur.

1.4.2. TRIMMING /EDGING

All cultivated lawn areas shall be trimmed at the same time as the mowing operation. Trimming shall be done where lawn areas adjoin buildings, paving, manholes, trees, beds, sidewalks, kerbing, fences, poles, or any obstacles in lawn areas where chemicals or mechanicals edging is not used. Edges shall be maintained using an approved motorized trimmer. Caution needs to be taken to cut away from V-ditch edges to prevent grass from falling into the V-ditch. Contractor will then be responsible for removing of grass from V-ditch should it fall in during cutting.

1.4.3. BEDDING

All permanent beds shall be maintained in a clean and tidy condition by regular forking over the accessible and exposed areas of the bed. Weeds and foreign matter shall be removed from the bed. All clods shall be broken up and raked and the edges tidied up. During forking over every care shall be taken to avoid damaging plant roots. If the roots are of such a nature that an exposed area of the bed cannot be forked over, such area shall be raked to remove foreign matter and clean the appearance of the beds. All beds

must be watered by using a water tanker, therefore the supplier should ensure that they have the means to mobilise the water tanker.

1.4.4. CHEMICAL EDGING

Any grass edges in lower profile areas that are not trimmed or mechanically edge shall be controlled with the use of chemical spray. The chemical applied, that is Roundup and Outspace Super, shall be applied under the supervision of a registered Pest Control operator in line with the fertilizers, farm feeds, Agricultural remedies and Stock remedies Act , 1947 (Act no. 36 of 1947).

No soil sterilant shall be used for edging. Grass and weed growth around trees growing in lawn areas shall also be chemically controlled in order to reduce trunk damage caused by mechanical trimming.

1.4.5. WEED CONTROL

Weed control shall apply solely to areas in which no plant growth of any description is desired (such as paved areas, transformer yard, areas where equipment is stored). In such areas the use of soil sterilants shall be restricted to an absolute minimum due to the long term and adverse effect that such applications may have on the environment. These areas shall be kept free of possible using of herbicides with relatively short residual action in the soil. All chemicals applied shall be applied under the control of a registered Pest Control operator in line with Act no. 36 of 1947.

1.4.6. ANNUAL PLANTING

Certain designated high profile beds areas as determined by client shall be planted up with annual plants twice per annum in order to enhance the colour and impact of such beds. These areas shall be planted up once in Spring (September /October) and once in Autumn (March/April). Before planting, a suitable fertilizer and/or compost shall be applied to the soil in the area to be planted. Planting of annuals as well as final impact created by such planting will be directly affected by the availability of water. For this reason, the supplier is required to water the areas on a continuous basis with the use of water tankers. The supplier must also repair the existing irrigation system in various areas and also install where necessary to avoid misuse of water and using of fire hydrant for watering.

1.4.7. INDOOR PLANT MAINTENANCE

All indoor plants (soil and hydro culture) will be tended to on a rotational basis.

All plants will be always kept in a healthy acceptable standard.

Disease, fungus and insect infestation will be removed or treated with a suitable acceptable pesticide as feasible.

The spraying of pesticides is not permitted in office buildings due to health reasons and an oil-based pesticide, OLEUM, will be used and will be applied by using a cloth or sponge, but not underneath the leaves. The application rate of pesticide will be determined by the supplier and be strictly adhered to. Plants should also be watered, and care should be taken not to over water plants, to prevent wilting.

1.4.8. RAINFALL FIGURES

All rainfall figures for the months of January to December need to be recorded by the contractor. These figures need to be reported to the client daily as well as on monthly basis.

Should excessive rainfall be experienced of more than 25mm per day and work cannot be completed as scheduled, the supplier's employee will be expected to work overtime to ensure outstanding work is completed.

1.4.9. SERVICES OF HORTICULTURALIST/BOTANIST

The site manager must be a qualified botanist or a horticulturalist. He/she will be responsible for the specialised services of identifying trees, establishment and overseeing nursery process and will work together with Duvha Power station Environmental department in identifying the alien species.

The Botanist/Horticulturalist must have at least 5 years' experience working in Horticulture Management and two of those years must include alien species eradication.

1.4.10. MAINTENANCE OF FIRE BREAKS

The contractor shall provide maintenance of all existing firebreaks in accordance with the National Veld and Forest Fire Act, Act 101 of 1998 or as directed by the employer.

The fire breaks must be 9m wide and cleared of vegetation. This includes disc ploughing and /or grating of fire breaks.

Emergency Services Fire officer will specify the areas to be included into fire breaks management plan annually. Details of what may be required will be negotiated on an annual basis.

The contractor will supply all necessary machinery and equipment required to complete the fire break maintenance task.

Preparing fire breaks may include chemical control. All firebreaks will be conducted under the supervision of Duvha Power Station: Fire department according to Duvha Power Station Fire management plan policies and procedures.

1.4.11. HELIPAD MAINTENANCE

Cut grass around the area and trim or edge the grass so that it may not fall over the Helipad area.

Apply herbicide where applicable.

1.4.12. THE NUMBER OF GRASS CUTTING AND MAINTENANCE UNDER THE SCOPE

SUMMER: SEPTEMBER – MARCH AND WINTER: APRIL – AUGUST

| SERVICE | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | TOTAL |
|-------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Highly intensive areas | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 |
| Intensive areas | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 2 | 1 | 1 | 2 | 36 |
| Semi Intensive areas | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 1 | - | 1 | 17 |
| Bi-Weekly | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 1 | 1 | 1 | - | 1 | 14 |
| Monthly | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | 12 |
| Quarterly | 1 | | | 1 | | | 1 | | | 1 | | | 4 |
| Flower beds maintenance | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 |

2. PEST CONTROL SERVICES

2.1. Description of the Services

- Eliminate and destroy all pests at or on the premises
- Fumigation
- Pressure spraying
- Remove waste and remains
- Only trained and competent staff with valid qualification will be allowed to do work. All Pest Control operators must be in a possession of Pest Control Operators Certificate (or at least have an application lodged and accepted by the department of Agriculture). The registration must be done in terms of the fertilizer, farm feeds, agricultural remedies and stock remedies act 36 of 1947).
- The successful supplier must be registered with the South African Pest Control Association (or similar body).
- The supplier must also comply with all other relevant legislation.

The following areas are covered:

2.2. GENERAL POWER STATION

| ITEM | DESCRIPTION | AREA | FREQUENCY |
|------|-------------------------------------------------------------------------------------------------------------------------|---------------------|-----------|
| 1 | Cable Tunnels | 3 000m ² | Monthly |
| 2 | Ground floor Switch room (6 off) | 50m ² | Monthly |
| 3 | DC equipment room (6 off) | 50m ² | Monthly |
| 4 | Battery room (6 off) | 50m ² | Monthly |
| 5 | First floor Switch room (6 off) | 50m ² | Monthly |
| 6 | Equipment room (6 off) | 50m ² | Monthly |
| 7 | Control room (3 off) – Kitchen included | 100m ² | Monthly |
| 8 | Control room (3 off) | 100m ² | Monthly |
| 9 | Station Archives | 200m ² | Monthly |
| ITEM | DESCRIPTION | AREA | FREQUENCY |
| 10 | LP Service Plant | 1 500m ² | Monthly |
| 11 | CQ Pump House (2 off) | 100m ² | Monthly |
| 12 | Water treatment plant | 3 000m ² | Monthly |
| 13 | Water treatment plant computer room | 5m ² | Monthly |
| 14 | Water treatment plant laboratory (Locker rooms and Kitchen | 100m ² | Monthly |
| 15 | Outside cabling leading into plant and units | 600m ² | Monthly |
| 16 | Admin Building Archives kitchen | 20m ² | Monthly |
| 17 | Admin Building (Ground floor to 5 th floor) | 1 000m ² | Monthly |
| 18 | Simulator Building | 1 000m ² | Monthly |
| 19 | Station cleaning Kitchen and locker room 11m level unit 4 | 100m ² | Monthly |
| 20 | Main stores (Kitchen and offices included) | 300m ² | Monthly |
| 21 | 16m level locker rooms | 300m ² | Monthly |
| 22 | HMD offices, Locker rooms and Kitchen (tea rooms) | 300m ² | Monthly |
| 23 | EMD Offices, Locker rooms and Kitchen (tea rooms) | 1 000m ² | Monthly |
| 24 | C & I Locker rooms and kitchen (tea rooms) | 700m ² | Monthly |
| 25 | Platershop locker rooms and kitchen (tea rooms) | 1 000m ² | Monthly |
| 26 | Operating outside plant Locker rooms, kitchen and control room | 700m ² | Monthly |
| 27 | Khuluma boardroom and surrounding offices on the same floor – 16m level, one level upstairs case – with lift on level 4 | 700m ² | Monthly |
| 28 | 60 Bait stations around the power station premises | 60 | Monthly |
| 29 | Outside all buildings and offices on site | Site wide | Monthly |
| 30 | Ash plant 1 and 2 | 50m ² | Monthly |
| 31 | Ash plant 3 and 4 | 50m ² | Monthly |
| 32 | Ash plant 5 and 6 | 50m ² | Monthly |
| 33 | Maintenance training | 800m ² | Monthly |
| 34 | Shift managers/Supervisors' offices | 400m ² | Monthly |
| 35 | Plant Operators offices | 400m ² | Monthly |
| 36 | Production offices | 400m ² | Monthly |
| 37 | Performance and Testing offices | 100m ² | Monthly |
| 38 | Ash and coal department (Blue building) | 600m ² | Monthly |
| 39 | Operating training 18 – 22m level | 300m ² | Monthly |
| 40 | Operating training 16m level | 300m ² | Monthly |
| 41 | New Simulator training 16m level | 300m ² | Monthly |
| 42 | Fire Station | 600m ² | Monthly |
| 43 | Security | 800m ² | Monthly |

2.3. ESKOM VILLAGE

| ITEM | DESCRIPTION | AREA | FREQUENCY |
|------|----------------------------------|--------------------|-----------|
| 1 | 1 x Guest houses | 50m ² | Monthly |
| 2 | 10 x Huts | 1000m ² | Monthly |
| 3 | 1 x Dining room | 200m ² | Monthly |
| 4 | 1 x Kitchen | 300m ² | Monthly |
| 5 | 1 x kitchen storeroom | 50m ² | Monthly |
| 6 | 2 x Conference rooms | 100m ² | Monthly |
| 7 | All Storerooms | 30m ² | Monthly |
| 8 | 2 x Outside Toilets - South side | 10m ² | Monthly |
| 9 | 2 x Outside Toilets – North side | 10m ² | Monthly |
| 10 | 2 x Inside toilets | 10m ² | Monthly |
| 11 | All Offices | 30m ² | Monthly |
| 12 | 1 x Big Lapa | 200m ² | Monthly |
| 13 | 1 x Braai area | 5m ² | Monthly |
| 14 | Wooden Fence | 150m ² | Monthly |
| 15 | Outside storeroom | 50m ² | Monthly |

2.4. ECAS KITCHENS/ACCOMMODATION – BON APPETITE, SANNIESHOF AND IKAGENG

| ITEM | DESCRIPTION | AREA | FREQUENCY |
|------|-----------------------------------------------------|--------------------------------------|-------------|
| 1 | Guest House | 1 000 m ² | Monthly |
| 2 | Areas outside ECAS Kitchen | Measurements already estimated above | Monthly |
| 3 | Station main Kitchen (Includes ablution facilities) | 400m ² | Monthly |
| 4 | ECAS Boardrooms (Shisa Taba and Kitchen) | 150m ² | Monthly |
| 5 | Canteen Areas | 500m ² | Monthly |
| 6 | Supply of fly trap (refill) | Ad-hoc | As and when |
| 7 | 2 x Tuckshops | 100m ² | Monthly |
| 8 | Vacant Houses | Ad-hoc | As and when |

2.5. PARK-HOME OFFICES (INCLUDING KITCHENS AND ABLUTION FACILITIES)

| ITEM | DESCRIPTION | AREA | FREQUENCY |
|------|---------------------------------|-------------------|-----------|
| 1 | Planners Offices | 150m ² | Monthly |
| 2 | QC Offices | 100m ² | Monthly |
| 3 | Outage Office | 150m ² | Monthly |
| 4 | Mills section | 80m ² | Monthly |
| 5 | Operating Support | 200m ² | Monthly |
| 6 | Auxiliary engineering Offices | 150m ² | Monthly |
| 7 | CED and recommissioning offices | 250m ² | Monthly |
| 8 | Safety Department | 200m ² | Monthly |
| 9 | IR Department | 100m ² | Monthly |

2.6. AD-HOC SERVICES

| ITEM | DESCRIPTION | AREA | FREQUENCY |
|------|----------------------------------------------------|---------------------|-------------|
| 1 | Supply of fly traps and refills | Per trap and refill | As and When |
| 2 | Removal of Bee hives and bees | Per hive | As and When |
| 3 | Removal of wasp hives and wasps | Per hive | As and When |
| 4 | Snake catching and removal | Per Snake | As and When |
| 5 | Fumigation of ECAS Kitchens and other office areas | 300m ² | Monthly |
| 6 | Spider treatment and removal of hanging webs | N/A | As and When |

| | | | |
|----|--------------------------------------|-----------------------------------------|-------------|
| 7 | Removal of stray cats | Per cat | As and When |
| 8 | Removal of stray cats / feral dogs | Per dog | As and When |
| 9 | Installation of new bait stations | Per station | As and When |
| 10 | Repairs to existing bait stations | Per Station | As and When |
| 11 | Removal of unwanted birds and nests | Per Nest | As and When |
| 12 | Removal and disposal of dead animals | Per dead animal | As and When |
| 13 | Garden Landscaping | Areas identified by the Service manager | Once off |

3. PEST CONTROL – GENERAL

The most common types of pests encountered on site are flies, cockroaches, mice rats, ants, weevils, flour beetle and mosquitoes, cats, dogs and other animals are also applicable.

Note: On no account will sprays, poisons or bait be used without authorisation. Electrocutions will be used in all ECAS kitchens.

Under no circumstances will the spray be used during food preparation or service hours. If a spray is authorised, it will be used by manager (or designated person) only, when all food is locked away following which all surfaces will be washed down thoroughly. Spray to be locked in a separate cupboard under the management's control away from food.

Evidence of cockroaches, mice, rats or flies will be reported immediately to the contract manager.

On no account may the pesticides be used in the control of these pests without prior authorisation/arrangements.

The service provider is required to report of areas where prevalent rodent and cockroach problem are reported. This to ensure that measures to prevent repeat infestations are put in place as soon as possible.

The area manager (area being fumigated) is to accompany the fumigator to ensure that fumigation takes place as per their requirements.

3.1. CONSUMABLES AND TOOLS

3.1.1. Tools

- Gel gun X 2
- Pressure pump X2
- LUV sprayer machine
- Hammer
- Scrubber
- Tool box
- Respiratory
- Termite machine
- Drill bit
- Bee suits X 4
- Drilling machine
- Torch
- Extension 60 meter
- Cups
- Storage container
- Face shield
- Screw driver (star and flat)

3.1.2. Chemicals

- Maxforce gel
- Ross roach gel
- Quantum gel and bait
- PCO flushing (aerosol)

- Avis gerol
- Nupro fogger
- Tempo SC
- Maxthor SC termite
- Delta kill
- Altra kill fly bait
- Red top fly bait
- Jacquar wax blocks
- Tomcat wax blocks
- Rodex liquid bait
- Tempo proof bait box

4. SPECIFICATION

4.1. HAZARDOUS SUBSTANCES

It is required in terms of section 43 of Occupational Health and Safety Act no. 85 of 1993 that any manufacturer, importer, seller or contractor of hazardous chemical substances, shall supply the receiver, free of charge, with sufficient information for the user. This is to enable the user to introduce the necessary measures as regards to the protection of the health and safety of persons. It is therefore the responsibility of the contractor (dealing directly with Duvha Power Station) to supply the information to the contract manager on site.

Material Safety Data Sheet per pesticide must be given to the safety and health department as well as to the contract manager.

The correct PPE is to be used as applicable on pesticide operation, Valid PCO licences are to be submitted to the contract manager and updated regularly.

4.2. WASTE DISPOSAL

All waste introduced to and /or produced on Eskom's premises by the contractor (this also refers to pests that died as a result of the service providers activities) for this agreement must be handled in accordance with the requirements for the handling and disposal of waste in terms of the National Environmental Management Waste Act no. 59 of 2008.

All waste must be disposed according to Duvha Power Station Environmental Waste Management Procedure (this procedure will be given and shared at contract award stages).

5. CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE SERVICES

5.1 PEST CONTROL SPECIFICATION

a. ENVIRONMENT

1. Service provider should consider using no-chemical (i.e. mechanical methods or natural remedies) before opting for chemical methods.
2. Should chemical methods be found to be the only method for the elimination of pest then the following applies:
 - a. Only ozone friendly chemicals may be used. Proof of this must be provided
 - b. All bait/traps must be clearly marked and identified. Signage must include the prohibition of human consumption.
 - c. Chemicals must be least hazardous to people, animals and the environment.
 - d. Only chemicals not prohibited by law may be applied.
 - e. A hazardous substance chart has to be submitted for all products used for fumigating and pest control on Eskom premises.
 - f. Submit Material Safety Data Sheets of all chemicals used.
 - g. Chemicals should not be stored on site and all waste emanating from used of these substances should be disposed of in accordance with requirement for the handling and disposal of waste in terms of the National environmental Management waste Act no. 59 of 2008.

b. TYPE OF PEST TO BE CONTROLLED

As part of general services:

- Flies
- Maggots
- Mosquitoes
- Cockroaches
- Bed-bugs
- Fleas and ticks
- Fish months
- Crickets
- Ants
- Rats – Rodents (areas where mobile bait stations have been placed must be noted and number of bait stations/traps to be accounted for during each service).

c. AD-HOC services

- Flour beetles/bees
- Beehive (as and when required) – to be taken away in late afternoons when applicable.
- Bees are not allowed to be killed as they are on the red list of threatened species.
- Termites (as and when required) – response to termite removal should be a week after termite infestation has been reported.
- Snakes (as and when required) - response to the removal of snakes should not be more than 2 hours of the snake sighting. Snake should be captured but not killed. Snakes caught on Eskom site should be donated to training centers, animal rehabilitation centers or nature parks. Proof of this will be required.
- Cats and dogs (as and when required) – These should be removed and released to the SPCA, proof of this will be required.

Note: All ad-hoc services are to be accompanied by a guarantee certificate, this gives us assurance that a re-occurrence of the pests in the same areas will be treated at the contractors own cost. It is advisable to that areas around and outside the infested buildings as well.

d. PESTICIDES

- The pesticide must be long-lasting (organophosphate) and should be applied as residual spray.
- Environmentally friendly pesticides must be given first preference of use.

e. SPRAYING

- Time spraying must be pre-arranged with the contract manager as per the task order.

f. FOOD STORES

- Special care must be taken in food stores and bagged commodities. Grain products may not be sprayed directly.

g. FOGGING

- Fogging devices may not be used in foods stores.

h. FUMIGATION SERVICES

- Fumigation of ECAS kitchens and foods stores must be done twice a month and prior arrangements for this service must be made with the relevant staff members. The services must be done after hours and Operators performing the services must be accompanied by designated employee(s).
-

6. GAME AND ANIMAL MANAGEMENT

6.1. BACKGROUP

Duvha Power Station houses wild animals/ game on site (Zebra's and Blesboks). The game is allowed to roam site wide but there are 2 watering holes on the North side of the station. The situation of watering holes results in the animals spending much of the time on the North side of the station. There are also ducks and geese on site, with their nesting area in the middle of the pond at the entrance of the station.

The contractor will be responsible for the care of these above-mentioned animals, this will include the following:

- Regular counting of the animals.
- The studying of their breeding and birthing process.
- Ensuring mealies are always available for the ducks and geese (minimal wastage should be practice here and food stores should be monitored closely).
- Ensuring that the animals have sufficient grass to eat and the necessary additional nutrition (i.e. game blocks, salts licks etc.)
- Ensuring minimal interaction between people on site and the mammals, this is important especially after the animals have given birth.
- Ensure any sick or injured animal is reported to the contract manager and the animals receive the necessary care as advised by the VET.
- Ensure animal numbers do not exceed the carrying capacity of the land, should the numbers threaten the local eco-system then animal sales must be initiated. Animal sales will only be carried out by the employer; the contract may not sell or remove any animal from site without the prior approval by the contract manager.
- The contractor is to submit monthly report on the status of the animals on site (the report should include the health of the animals as given by the VET).
- Should an animal death occur during the contract period, the necessary arrangement for the removals should be made by the contractor.
- Duvha Power Station has a game management plan that the contractor must comply and adhere to when managing game lives. It is imperative that the contractor familiarise themselves with the plan to ensure proper management of game lives and compliance.

6.3. VETERINARIAN / PAR VETERINARIAN SERVICES

The contractor must appoint a Veterinarian (VET) who will be consulted on the best method to care that should be given to the animals. The VET shout also contributes to the final monthly report that must be submitted to contract manager.

The following will be required for the VET/Para VET that will be used by the supplier:

6.3.1 Three years working experience with animals and working with /knowledge of game management will be advantageous.

6.3.2 The person should be registered with the South African Veterinary Council in terms of the Veterinary and Para-Veterinary Profession Act no. 19 of 1982. Non- registered VET/Para VET will not be accepted.

7. SITE INSPECTION

The contractor must monthly submit a report which will contain details of the following:

- Conditions of the site
- Issues that might hinder the completion of tasks ahead
- Safety risk identified
- Immediate risk to the environment that have been noted during the month
- Compositing and planned training activities
- Upcoming events (e.g. Arbour Day)
- Garden waste figures

- The report should outline planned work for the following month

Note: It is advisable that the person responsible for conducting this inspection note conditions daily and consolidate the information in a monthly report.

The persons compiling the monthly inspection report should have some training pertaining to environmental management and must have completed environmental awareness training.

8. DAILY REPORT

The contractor must submit a daily report which will contain the following:

- Equipment and tools that will be used on the day
 - Conditions of the equipment and tools
 - Herbicides and pesticides to be used for the day
 - Attendance register
 - Waste disposed on the previous day
 - Rain gauge readings (Daily rainfall figures in mm)
 - Expected delays if any
 - Services that will be carried out for the week
-

9. PEOPLE

The contractor should have the following people in their employ to service Duvha Power station during the contract period:

| Position Name | Number of Personnel | Skills and qualifications | Years of experience |
|-------------------------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Site Manager | 1 | Qualified Horticulturalist, Management skills and legal liability training | 5 |
| Site Supervisors | 3 | Management certificate and skills), supervisory skills and legal liability training. At least one supervisor must have a POC registration, | 2 |
| Office Administrator / Clerk | 1 | Computer certificate and Administration skills | 1 |
| Safety Officer | 1 | SAMTRAC certificate /Safety, environmental and health management Diploma | 2 |
| Pest Controller | 1 | Registered as a pest controller and experience working with herbicide/pesticide chemicals | 1 |
| Assistant Pest Controller | 1 | Experience working with herbicide/pesticide chemicals | |
| Game Ranger | 1 | Qualification in Game ranger/environmental/Zoology/Natural Science/Nature conversation, and health and safety certificate. | 3 |
| Assistant Game Ranger | 1 | Snake catching skills and experience in game and animal management | 1 |
| Vet/Para Vet | 1 | Veterinarian/ Para Veterinarian qualification (service will be adhoc) Proof of registration with Veterinary and Para-Veterinary Profession Act 19 of 1982 | 3 |
| Tractor Driver | 1 | Driver license and tractor driving experience | 1 |
| Assistant Tractor Driver | 1 | Driver license and tractor driving experience | |
| Brush cutter operators | 40 | Brush cutter operator certificate, at least 4 of the brush cutters must have training on tree cutting /pruning | 1 |
| Ride On lawn Mower driver | 1 | Driver license | 1 |
| Assistant Ride on lawn mower driver | 1 | Driver license | 6 |
| Chainsaw operators | 1 | Chainsaw operator certificate | 1 |
| Assistant Chainsaw operator | 1 | Chainsaw operator certificate | 6 |
| General workers (Waste collectors) | 20 | General garden maintenance work experience and skills | 1 |
| | | | |

10. TRANSPORT REQUIREMENTS

The following vehicles will be required for the duration of the contract:

- One Double cap bakkie
- One Single cap bakkie
- One 2 ton truck (garden waste collection and disposal)
- Four 22 seater combi for transportation of employees

11. Additional Requirements

- The service provider shall provide all safety equipment and PPE required for the provision of all services.
- The contractor shall label all chemical and store these chemicals as per the requirements.
- Transportation of chemicals, its loading, unloading, storage and handling at site will be the responsibility of the service provider.
- Latest version of MSDA's should be kept by the contractor.

12. Support and application knowledge

The contractor must ensure that Duvha personnel are kept up to date with the best latest technologies and innovative procedures so that the station can align with the power industry and be globally bench marked.

This will include the following:

- Update on national and global conferences
- Sharing in global best practices in the power industry and latest developments.

13. Constraints on how the contractor provides works.

- Time constraints or delays can be expected when access to certain areas cannot be gained, vehicles are parked in areas to be cut or when rainy conditions are prevalent.
- Work to be performed in a dusty and noisy environment, on high platforms, confined spaces and open environment.

14. Service and Equipment

- Free electricity and water will be supplied by Eskom Holdings SOC Limited. The employer will provide 220V and 380V existing socket points for use by the contractor.

15. Performance KPI

| Key Performance Area | Key Performance Indicator | Weight |
|---------------------------------------------------------------|-----------------------------------------------------|--------|
| Grass cutting | Well maintained and cut grass | 50% |
| Felling down of unwanted trees, pruning and trimming of trees | Pruned and cut trees | 10% |
| Pest control | Pest free environment | 20% |
| Repairing and installing of irrigation system | Working irrigation system | 5% |
| Garden maintenance | Well maintained garden | 2,5% |
| Supply and replacement of plant | Available plant when needed | 2,5% |
| Fire breaks | Maintained fire breaks and done on the correct time | 2,5% |
| Manageable Zebras | No breakout roaming around of Zebra on the street | 2,5% |
| Garden landscaping | Established and maintained | 5% |

| | | |
|--|--------------------|--|
| | garden landscaping | |
|--|--------------------|--|

2.2 Management meetings

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

| Title and purpose | Approximate time & interval | Location | Attendance by: |
|------------------------------------------------|-----------------------------------|---------------------|-------------------------------------------------------------|
| Kick Off meeting | 1 week before contract start date | Duvha Power Station | <i>Employer, Contractor</i> |
| Green area meeting | Mondays-Thursdays | Duvha Power Station | <i>Employer, Contractor</i> |
| Contractors' SHEQ meeting | Monthly | Duvha Power Station | <i>Employer's Rep / Contractor's Reps / Project Manager</i> |
| Overall contract progress and feedback meeting | Monthly | Duvha Power Station | <i>Employer, Contractor</i> |

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

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

2.3 Documentation control

- Data package after all the work has been finished to be submitted within one week after the service.
- All procedures, work instructions, forms and all contractual communications must be controlled for the duration of the contract.
- All procedures, work instructions, forms and all contractual communications must be controlled for the duration of the contract.
- The following will appear on all controlled documentation as a title page, page header or page footer:
 - Title
 - Document Unique identifier
 - Revision number, original documents will be noted as revision 0. All subsequent revisions will be number sequentially (1, 2, 3, 4....)
 - Revision date
 - Date when document was changed. This date will change with each revision
 - Effective date.
 - Date when document first came into use. This date will not change as the document is revised.
- Inspection reports to be compiled and submitted within two weeks.
- Data packages after all the work have been finished to be submitted within one week after the service is rendered.
- On completion of the contract all documents, records and files relating to the contract need to be submitted to the Service Manager for record keeping.

2.4 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

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

Invoices to be submitted electronically to invoiceseskomlocal@eskom.co.za

2.5 Training workshops and technology transfer

Duvha Power Station will from time-to-time schedule Plant Safety Regulations training; it is responsibility of the *Contractor* to book his personnel for the training.

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

Documentation

- On completion of the contract all documents, records, data books and files relating to the contract need to be submitted to the *Service Manager* for record keeping.

Materials

- All materials provided to the contractor must be returned to the *Service Manager*

2.7 Management of work done by Task Order

- The *Service Manager(s)* issues a Task Order to the *Contractor* which specifies clearly the work to be provided, additional specifications and procedures and any other constraints the *Contractor* complies with in providing the Works. The Task Order is issued before the *Contractor* Provides the Work.
- The *Service Manager(s)* issues Task Orders to the *Contractor* in a timely manner that allows the *Contractor* to properly plan the work within the time periods stated on the Task Order.
- The *Service Manager(s)* issues to the *Contractor* any information relative to the *Employer's* need and circumstance surrounding forecast future work required from the *Contractor*. This information allows the *Contractor* to provide staff in a cost effective and efficient manner.

2.8 Emergency work /callouts

- The *Service Manager(s)* may issue a verbal instruction to the *Contractor* to undertake emergency work. This verbal instruction is later confirmed in writing.
 - The *Contractor*, without the prior issue of a Task Order, but upon the verbal instruction of the *Site Service Manager*, Provides the Work in an emergency. This may entail the *Contractor* securing a sub-*Contractor* to carry out the work.
-

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Contractor's personnel is to undergo Safety Induction Training at Duvha Power Station prior to commencement of this contract and all the relevant Documentation is to be approved by Safety Officials and the Project Manager before any activities can be started on site.

- The Contractor shall comply with the health and safety requirements contained in SAS0012: Safety, Health and Environmental Specification for Contractors (latest revision obtainable from the Service Manager).
- The Contractor submits all the documents as indicated in the Safety, Health & Environmental Specifications relevant to the work to Safety Risk Management before the induction course.
- Training and Competency Records regarding the skills he uses to carry out the works or any other works in the Employers premises.
- Compensation Commissioner records and proof of registration.
- Records and documentation regarding any sub-contractor or labour-only contracts he places or uses to carry out the works or any other works in Employers premises.
- Personal Protective Equipment and Safety Equipment Inspection, training and competency records and documentation.
- Employment contracts for all sub-contractor or labour-only contracts.
- Compliance to a Safety System, such as NOSA or any other system that is similar in nature.
- Records of all incidents or accidents, and vehicle accidents, incurred during execution of this works or any other works in the Employers premises.
- Records of all man-hours, including sub-contractors or labour-only contracts, the Contractor spends on the Employers premises.
- Written Safe Work Procedures for all hazardous tasks the Contractor executes on the Employers premises.
- A Fall Protection Plan for all elevated work the Contractor does on the Employers premises.
- Environmental Plan and awareness training.
- Induction training records of his staff by himself/herself.
- Minimum wage compliance for the different skills and to which Bargaining Council compliance is made to and proof of membership, if any.
- Risk Assessment of this type of works
- Proof of authorisation/accreditation from Department of Labour and or other Statutory Body for this type of works, if applicable
- Emergency Evacuation and Rescue Plan for the hazardous tasks related to the works.
- The Contractor submits all the documents as indicated in the Safety, Health & Environmental Specifications relevant to the works to Safety Risk Management before the induction course. Training and Competency Records regarding the skills he / she uses to carry out the works or any other works on the Employer's premises.
- The induction course is presented by the Safety Risk Department at Duvha Power Station. The Contractor makes arrangements with Safety Risk Management at telephone number 013-690-0143.
- Records and documentation with regard to any sub-contractor or labour-only contracts he places or uses to carry out the works or any other works on Employer's premises.
- The LAR is for the person in charge of the plant to maintain control over activities taking place on his plant that are not covered by the Plant Safety Regulation and Operating Regulations for High Voltage Systems.
- Activities that are allowed to be carried out under the LAR must not require a permit and must satisfy the following criteria:
 - i. There is no risk of trip
 - ii. There is no personal danger
 - iii. No plant isolation is required
 - iv. Activity duration is less than 12 hours
 - v. Activity must be performed by a skilled person
- It is very important that the person who plans to do an activity on a plant under the LAR informs the person in charge of the plant (WTP Controller on the panel or SPO at WTP) of what will be done.

This means verbally telling the person in charge of the plant what will be done and not just signing the LAR book. The LAR book must also be signed.

- **Contractor shall always comply to Eskom's Life Saving Rules, which are:**
 - i. Open, isolate, test, earth, bond, and or isolate before touch.
 - ii. Hook up at heights.
 - iii. Buckle up.
 - iv. Be sober.
 - v. Ensure you have permit to work.
- **Duvha Power Station's additional lifesaving rules:**
 - vi. Always wear correct PPE.
 - vii. Report all incidents.

The *Contractor* shall comply with the health and safety requirements contained herein

3.2 Environmental constraints and management

The Contractor shall comply with the environmental requirements contained in SAS0012: Safety, Health and Environmental Specification for Contractors (latest revision obtainable from the Service Manager).

- A Project specific Environmental Management Plan – focusing on identifying only project specific environmental risks and their mitigation measures (as per scope of work)
- An Emergency Preparedness and Reaction Plan for Chemical Spillages
- Training for the handling of hazardous substances
- Please provide the service provider with the following environmental procedures: a. ENVP0005 – Work Instruction for Waste Management b. ENVP0031 – Environmental Specifications for Contractors. c. Hydrocarbons management Work instruction (ENVP0030)
- The Contractor shall comply with the environmental criteria and constraints stated in Annexure ENVP 0016: Procedure for environmental handling of waste including redundant and obsolete equipment.
- Refuse Disposal
- The Employer will provide special colour coded bins for refuse disposal. The Employer will empty these bins.
- The Contractor ensures that all workers under his control strictly adhere to the correct use of refuse bins:
- Maroon bins: - Scrap metal only
- White bins: - Lagging and general household rubbish
- Yellow bins: - Ash, dust, coal dust and sand
- For the full duration of the Works, the Contractor is responsible to keep the work area clean of any rubble, and to place all refuse into the bins provided

The *Contractor* shall comply with the environmental criteria and constraints stated herein

3.3 Quality assurance requirements

- All work is carried out under the supervision of an experienced supervisor.
 - QCP /Checklist/ ITP (Quality Control Plans) to be in place for all work carried out on site.
 - The Contractor complies with the Employer's Quality Requirements as specified in Eskom Supplier Quality Management Specification (QM58) and the Duvha P/S Maintenance Quality Procedure MGM0001.
 - Design code: ASME 8
 - ISO 3834 certification
 - The Contractor, when using materials that require compliance with a standard specification. The Contractor shall, if so ordered, furnish the Engineer with certificates showing that the material/s do comply.
 - Standard for welding requirements on Eskom Plant (240-106628253)
-

- Where specified, materials shall bear the official mark of the appropriate standard.

4 Plant and Materials

4.1 Specifications

The contractor shall adhere to the following standards listed below:

- OHSA: Occupational Health and Safety Act: Act 85 of 1993.

4.3 Equipment provided by the Contractor

- The Contractor must supply all tools and equipment that are needed for the entire contract period.
- The Contractor provides his/her own lifting equipment

5 Working on the Affected Property

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

- a) The contractor applies for access permits for all works exceeding four (4) weeks via the Service Manager, who will co-ordinate this.
- b) The Contractor applies for Contractor's Permits for all his employees and/or subcontractors at the Security gate, at least 24 hours prior to entry of the Duvha Power Station Security Area.
- c) The Contractor completes the specific form in the Duvha Power Station Contractors Safety Manual, listing all the personnel that he intends using on site.
- d) The completed list, identified with the Contractor's name, contains the following information:
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - Eskom Project Manager signature
 - Validity Date
- e) No permits are issued to personnel who have not attended safety induction.
- f) The Contractor photocopies the first page of the ID book of every one of his employees; reduced to the size 65%.
- g) This completed list, together with the photocopies of the ID books is delivered to Protective Services for the preparation of the Contractor's Permits.
- h) The Contractor allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.
- i) The Contractor's personnel are required to be in possession of a Contractor's Permit at all times inside Duvha Power Station.
- j) All Contractors' permits are submitted back to Protective Services when the workers leave the site after completion of the works. Failure to return the permits will result in a R25,00 penalty for each non returned permit.
- k) The Contractor compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.
- l) Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
- m) The Contractor's visitors and all personnel conform to the security arrangements that are in force at Duvha Power Station.
- n) Application forms for visitors are filled in by the Contractor's Site Manager and approved by the Project Manager and submitted to the Employer's Protective Services office one day prior to the visit.
- o) Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- p) The Chief Security Officer may, with valid cause, remove any of the Contractor's personnel from site, either temporarily or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief Security Officer, constitutes a security risk.
- q) No unauthorised vehicles will be allowed on site. Only Contractor's vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications are directed to the Project Manager for consideration and approval.
- r) The Contractor is restricted to the Site. The Contractor is forbidden to enter any other areas, and ensures that his employees abide by these regulations.

- s) Parking inside the power station is strictly forbidden, except for loading purposes.
- t) No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.
- u) Security personnel may search any premises, property or person within the security area of Duvha Power Station
- v) No Photographic equipment will be allowed within the security area of the Power Station without obtaining permission.
- w) Application forms for such permission is available from the Protective Services offices.
- x) Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act

5.2 People restrictions, hours of work, conduct and records

The Contractor personnel to work the same working hours as Eskom personnel which are: Mondays to Thursday's 7:00 – 16:15, and Fridays 07:00 – 12:00.

The labour is supplied for 173 hours per month. The Contractor must ensure availability of personnel for call outs when required during the weekends and or after normal working hours.

It is very important that the Service Provider keeps records of his people working including those of his Subcontractors. The Service Manager shall have access to them at any time. These records may be needed when assessing compensation events.

The Contractor needs to ensure that personnel on leave are replaced, and the same core crew compliment is maintained all year round.

5.3 Health and safety facilities on the Affected Property

5.3.1 Medical Facilities

- The *Contractor* provides a First Aid service to his employees and subcontractors. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities will be available.
- Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life-threatening situations.
- The *Employer* recovers the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*

5.4 Equipment provided by the Employer

- a) Should the Contractor need to use of any of the Employer's Equipment, including compressed air, electricity, water supply and crane, it must be specified by the Service provider. The Employer does not guarantee continuity of supply of any of these items.
 - b) The Employer allows the Contractor to use Overhead Cranes and Hoists, provided the Contractor's employee is an authorised Lifting Machine operator.
 - c) The Employer provides scaffolding; the request shall be made through the Service manager or his/ her representative.
 - d) The Employer shall be entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the Contractor shall be obliged to provide the necessary equipment at his own cost.
 - e) The Contractor is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the Employer which are damaged and / or lost whilst in the Contractor's custody and control.
 - f) The Service Provider's site supervisor must ensure that any one of his employees or Sub-Contractor, operating hoist equipment belonging to the Employer, is authorised by an Accredited Company and retraining is done annually.
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g) A copy of this accredited and valid training certificate must be given to the Employer's Service manager, who will then arrange access for usage.

5.5 Site services and facilities

5.5.1 Provided by the *Employer*

a) Potable Water Supply

- Potable water is available at the existing points.

b) Electrical Power Supply

- Power is available at the existing points.
- The Contractor provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.
- Contractors' Electrical Distribution Boards complies with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations.
- Each board brought onto site must have a Certificate of Compliance issued by an accredited person.
- The Employer connects distribution boards to a 380V three-phase AC power supply, only after the Contractor has submitted the valid Certificate of Compliance.
- All Contractors' Electrical Distribution Boards are earthed to the steel structure of the plant

c) Toilet Facilities

- The Employer provides the Contractor access to existing toilet facilities. The Contractor is to provide this facility should the existing facilities not be within reasonable distance from the working area.

d) Catering Facilities

- The Contractor may buy take away meals from the fast foods' outlet on Site

5.5.2 Provided by the *Contractor* (Site establishment)

The contractor should provide facilities they deem necessary in executing the work. Refer to SAS0012: Safety, Health and Environmental Specification for Contractors for guidance on facilities required for general safety.

- a. The Contractor provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.
- b. Contractors' Electrical Distribution Boards complies with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations.
- c. Each board brought onto site must have a Certificate of Compliance issued by an accredited person.
- d. The Contractors' electrical distribution boards are installed at the works on a time negotiated with the project manager, prior to the possession date.
- e. The Contractor provides Staff Catering facilities.
- f. The Contractor maintains the yard and provides a hygienic working environment.

5.6 Control of noise, dust, water and waste

- a) The Service provider shall take all responsible measure to minimise any dust nuisance, pollution of stream and inconvenience to or interference with public because of the execution of the works.
- b) Remove all rubble and dispose to appropriate facility according to Duvha waste management procedure (EVP0005)

5.7 Tests and inspections

5.7.1 Description of tests and inspections

- All work must be inspected and approved by the Service Manager or his/her representative before it may be covered up.

ESKOM HOLDINGS SOC LTD

CONTRACT NO. _____

THE PROVISION OF HORTICULTURE, PEST CONTROL AND GAME MANAGEMENT SERVICES AT DUVHA POWER STATION
FOR A PERIOD OF 3 YEARS.

