



NEC3 Term Service Contract (TSC3)

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

and

for **HORTICULTURE MAINTENANCE SERVICES AT VAAL
POWER VILLAGE AND GARDEN MAINTENANCE OF
ESKOM VACANT HOUSES AT VAALPARK AND
THREE RIVERS FOR A PERIOD OF FIVE (5) YEARS
ON AN AS AND WHEN REQUIRED BASIS.**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

HORTICULTURE MAINTENANCE SERVICES AT VAAL POWER VILLAGE AND GARDEN MAINTENANCE OF ESKOM VACANT HOUSES AT VAALPARK AND THREE RIVERS FOR A PERIOD OF FIVE (5) YEARS ON AN AS AND WHEN REQUIRED BASIS.

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

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

Options A	The offered total of the Prices exclusive of VAT is	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	

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:

10014957

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

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).

For the tenderer:		For the Employer
Signature	_____	_____
Name	_____	Karabo Rakgolela
Capacity	_____	Power Station General Manager: Lethabo Power Station
On behalf of	(Insert name and address of organisation)	Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199
Name & signature of witness	_____	Bonny Mgabhi
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	[•]	[•]

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.

Signature(s)

Name(s)	Karabo Rakgolela	
Capacity	Power Station General Manager: Lethabo Power Station	
for the Purchaser	Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199	
Name & signature of witness	Bonny Mgabhi	Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	Ms Connie Mphahlele
	Address	Lethabo Power Station Deneysville Road Viljoensdrift
	Tel	+27 16 457 5696
	e-mail	MphahIRC@eskom.co.za
11.2(2)	The Affected Property is	Lethabo Power Station Properties

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

11.2(13)	The <i>service</i> is	Horticulture maintenance services at vaal power village and garden maintenance of eskom vacant houses at vaalpark and three rivers for a period of five (5) years on an as and when required basis.
11.2(14)	The following matters will be included in the Risk Register	Snake, bees and wasps' bite Frost bite in winter Extreme heat (appropriate hats should be used) Contravening of Environmental legislation Chemicals to have appropriate MMSD
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	Two (2) working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One (1) week after kick-off meeting
3	Time	
30.1	The <i>starting date</i> is.	Date of last signature of the contract as agreed by both parties
30.1	The <i>service period</i> is	5 Years
4	Testing and defects	To be managed as per core clause 4 of the NEC3 TSC
42.1	Notifying and correction of defects	The Contractor corrects a Defect whether or not the Service Manager notifies him of it.
42.2	Defects correction period is	Defect Correction Period is 52 weeks after the respective Task Order Completion Date
5	Payment	
50.1	The <i>assessment interval</i> is	Assessment will be done after Five (5) working days after completion of each task.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days after receipt of a valid Invoice. ATTENTION: Eskom's standard policy on payment term for all contracts valued above R50 000 000 (Fifty Million Rand), including VAT, is 60 days. Bidders are requested to bear this payment term in mind when submitting bids and concluding contracts.

51.4 The *interest rate* is the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

6	Compensation events	All Compensation Events are to be managed as per core clause 6 of the NEC3 TSC
7	Use of Equipment Plant and Materials	To be managed as per core clause 7 of the NEC3 TSC
8	Risks and insurance	Refer to Clause 8 of the NEC3 TSC
80.1	These are additional <i>Employer's</i> risks	
9	Termination	Poor performance of work will lead to termination of contract Performance criteria will be assessed as follows: • Time taken to complete a task order. • Adhering to all safety measures • Number and repetition on NCR • Efficiency of equipment • NEC3 Term Service Contract termination clause will be used
10	Data for main Option clause	
A	Priced contract with price list	see annexure A Price list (Refer to C2.2)
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Monthly (30 days) or as stated on the Task Order.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	To be known once the dispute arises
	Tel No.	To be known once the dispute arises
	Fax No.	To be known once the dispute arises
	e-mail	To be known once the dispute arises

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	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- 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			
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		15%	non-adjustable	
		100%		
		proportion	linked to index for	Index prepared by
X2	Changes in the law	Refer to clause X2 of the NEC3 TSC		
X13	Performance bond			
X13.1	The amount of the performance bond is	The amount stated in the Contract Data and in the form set out in the Goods information.		
		In the event the contractor is deemed financially unstable, the contractor shall submit a performance bond, issued by a bank, to be acceptable to the service manager before the contract award		
X17	Low service damages			
X17.1	The <i>service level table</i> is in			

Activity / Requirement	Expectations	Low Performance Indicator	Penalty (% value of each Task Orders)
QCP Compilation	Quality Control Plan must be submitted prior to commencement of repair activities	Failure to submit the QCP or submission after the specified deadline	5%
NCR	Contractor shall not incur more than two Non-Conformance Reports related to service quality	Issuance of NCRs due to rework or deviation from approved procedures	5%
Rework	All work must be completed correctly on the first attempt, complying fully with specifications	Poor workmanship necessitating rework	5%

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	R0.0 (zero Rand)	
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 insurance 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 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 which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> 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	(5 years) after the end of the <i>service period</i>.
X19	Task Order	
X19.3	The delay damages in a Task Order	2% per day up to a maximum of 15%
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Within three (3) working days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z16 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:
- If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
-

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

- Committing Party** means, as the context requires, the *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.
- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 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 person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<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.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document

Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- OEL** means occupational exposure limit.

Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

Z15 Security Clearance/ Criminal Checks

These clauses are not only, but are especially, applicable for accessing critical infrastructure in terms of the Critical Infrastructure Protection Act, 2019 (previously referred to as National Key Points), but may include other sites, and/or where persons are rendering a service or have given notice of intention to render a service to an organ of state, which service may (1)

give him or her access to classified information and intelligence in the possession of the organ of state; or (2) give him or her access to or information concerning areas designated as critical infrastructure.

- Z15.1 The *Contractor* and its subcontractors implement risk and security management processes and measures to mitigate any threats against any premises, installations or sites, systems, or information of the *Employer* with only persons with criminal verification record security clearance certificates being given access after verification of these and identifying documents by the *Employer's* security system.
- Z15.2 The *Contractor* provides, at the *Contractor's* cost, to the *Employer*, criminal verification record security clearance certificates for each person the *Contractor* or its subcontractors requires to access any premises, installations or sites, systems, or information of the *Employer*, with copies of their identifying documents, such as passports, before allowed such access by the *Employer*. The *Employer's* refusal to allow access to premises, installations or site/s, systems or information is at the *Employer's* sole discretion and is not a compensation event.
- Z15.3 The criminal verification record security clearance certificates provided are to have been issued by a service provider which is to be a reputable screening company accredited by the South African Police Services, are to be no older than four weeks since issue and valid for as long as each person is required to access premises, installations or sites, systems or information. The *Employer* may require updated certificates and identifying documents every 26 to 52 weeks, subject to safety and security concerns and the risk rating of the works or services undertaken and/or premises, installations or sites, systems or information.
- Z15.4 If any such criminal verification record security clearance certificates is cancelled, withdrawn, invalidated, amended, or expires, or a criminal conviction is noted against any person requiring access, even if an appeal against the criminal conviction has been noted, the *Project Manager* may instruct the *Contractor* to ensure that such person leaves the premises, installations or site/s and is blocked from systems and information and the giving of this instruction is not a compensation event.

Z16 Protection of Personal Information Act Compliance

- Z16.1 For the purposes of this clause, the terms "Data Subject", "Personal Information Processing" and "Regulator" and "Responsible Party" have the meanings given to them the Protection of Personal Information Act, 2013 ("POPIA").
- Z16.2 Each Party acknowledges that it is an independent Responsible Party in relation to Personal Information processed in terms of this contract ("Shared Personal Information") and that it determines the purposes for which and the manner in which the Shared Personal Information is, or is to be, processed.
- Z16.3 Each Party shall always comply with POPIA when performing its obligations under this contract and shall not perform any of their respective obligations under this contract in such a way as to cause the other Party to breach any of that other Party's obligations under POPIA.
- Z16.4 Each Party shall ensure that, in respect of all Shared Personal Information provided to the other Party and in respect of the use of that Shared Personal Information under this contract:-
 - Z16.4.1 all necessary fair Processing notices have been provided to and consents obtained from Data Subjects by that Party, where required, in terms of POPIA, including to specify that the other Party is also a Responsible Party in respect of the Data Subject's Personal Information and to provide a link (for example <https://www.eskom.co.za/about-eskom/website-terms-and-conditions/>) to the other Party's Privacy Statement or to include a statement that the other Party's Privacy Statement can be found on the other Party's corporate website; and

- Z16.4.2 all necessary steps have been taken to ensure that Shared Personal Information has been collected and processed in accordance with the principles set out in POPIA, including in particular those relating to:
- lawful, fair and transparent Processing;
 - specified, legitimate and explicit purposes of Processing; and
 - adequate, relevant and not excessive Processing.
- Z16.5 If either Party receives any complaint, notice or communication from the Regulator which relates directly to:
- Z16.5.1 the other Party's Processing of the Shared Personal Data; or
- Z16.5.2 a potential failure by the other Party to comply with POPIA in respect of the activities of the Parties under or in connection with this contract,
- it shall, to the extent permitted by law, promptly notify the other Party and provide such information as it shall reasonably request in that regard.
- Z16.6 If a Data Subject makes a written request to either Party to exercise any of their rights under POPIA, the receiving Party shall respond to that request in accordance with POPIA. To the extent the request concerns Processing of Shared Personal Information undertaken by the other Party, the receiving Party shall:
- Z16.6.1 promptly and without undue delay forward the request to the other Party; and
- Z16.6.2 cooperate and provide reasonable assistance in relation to that request to enable the other Party to respond in accordance with POPIA.

C1.2 Contract Data

Part two - Data provided by the Contractor

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

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

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	None
21.1	The plan identified in the Contract Data is contained in:	None
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data including CVs) are in .	
A	Priced contract with price list
11.2(12)	The <i>price list</i> is in Rands
11.2(19)	The tendered total of the Prices is

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms 11.2

(12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

PRICE LIST				
Area	Total p/sqm	Frequency	RATE / Hr	Total / Yearly
SEMI INTENSE GRASS AREA ± 201447M² VAAL - p/m²	201447m²	19		
Minimal Grass -FIRE BREAKS ± 3460 m² VAAL - p/m²	3460m²	1		
CLEANING OF VACANT YARDS - (Gardens).	as and when per house	84		
CLEANING inside VACANT HOUSES	as and when per house	20		
REFUSE REMOVAL for refuse bags into Skips - 148 houses	Weekly	52		
RAKING OF LEAVES VAAL weekly per ± 90 000 m²	weekly	15		
LITTERING & SWEEPING VAAL - per 43460 m	Daily	240		
PEST CONTROL (termites, bees & wasps) per house 149 houses	as and when	12		
CLEANING AROUND SKIPS – VAAL, (8 skips)	Weekly	52		
HERBICIDES APPLICATION / WEED CONTROL ± 5170 m²	as and when	9		
Cleaning of gutters and down pipes (Vaal club)	as and when	2		
OVER HEADS				
SITE ESTABLISHMENT - ONCE OFF		1		
HEALTH AND SAFETY – ONCE PER YEAR		1		
SAFETY OFFICER - MONTHLY		12		

The total of the Prices

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1. Description of the service

Provision for Horticulture Services at Eskom owned residential properties at Vaal Power Village, Vaalpark and Three Rivers for a period of five (5) years 60 months
Executive overview

ANNEXURE A: SCOPE OF WORK

1. PURPOSE

The Supplier should be a registered pest control operator Act 36 of 1947 and any amendments if applicable (Valid PCO license copy should be supplied to the Employer)

The Supplier will not be responsible for any extreme weather conditions. E.g., Floods, Hail, heavy frost etc.

The Supplier will not be responsible for any damage to plants by game.

- The Supplier will submit a quotation on request by the Employer for additional work to be carried out.
- The Supplier's personnel must be in a possession of a MCOF (Medical Certificate off Fitness) and it will be for the supplier's account.
- The Supplier's employee must have training on Safe Handling of Pesticides and Herbicides. (Proof to be submitted).
- The Supplier's machinery/equipment operators must be in possession of valid operator's permit or certificates.
- The supplier must have an **authorized supervisor.**)

Service specification detail

The specification intends to explain what the supplier's responsibility is regarding the different tasks that have to be performed and the method we recommend in doing so.

Semi intensive grass

Cutting and raking of grass and deposit into the skips supplied by ROSHCON.

Mowing and trimming

Mowing and trimming are two tasks that must be completed together at all times so that both mowed and trimmed areas are as far as possible of uniform length. A service calendar details the number of times a given area is cut each month and year. These cuts may vary in number due to certain factors, climatic and otherwise. Mowing and trimming are done in accordance with the service calendar in order to achieve an acceptable clean cut, groomed and "finished off" look.

Roads should be cleared from grass and weeds.

Fire breaks

Vaal is a high risk area, fire breaks should be executed in May.

Vacant houses

The Supplier will provide the following services.

Yard (garden)

- Cutting of lawns
- Cleaning of walk ways
- Trimming of shrubs
- Removal of refuse/ waste
- Flower beds maintenance
- Cleaning of storm water drains
- Cleaning of gutters & down pipes
- Cleaning and spraying of weeds on pavement

Houses inside

- Cleaning of entire including garage and outside rooms
- Wash walls, windows, tiles, carpets and cupboards
- Cleaning of stoves(plates and oven inside and outside)
- Remove all rubble & dispose to designated dumping site

Refuse removal Vaal.

All refuse bags to be deposited into the big ERI skips

Littering Vaal

The *Supplier* picks up all types of waste daily starting from the roads, soccer field and surroundings.

Sweeping Vaal

Sweeping of main roads will be done daily.

Pest Control (Bees, Wasps & Termites)

Pest control to be done, only on an as and when required basis for the treating of bees, termites and wasps.

Herbicide application (Three Rivers, Vaalpark & Sonlandpark)

The Supplier will ensure that the herbicides used are registered in terms of the fertilizers, farm feeds agricultural remedies and stock remedies Act, 1947 (Act No.36 of 1947). The Supplier will ensure that all chemicals are handled by a suitably qualified pest control operator who is registered in terms of the chemical Act No.36 of 1947. MSDS with 16 points foment to be supplied to the Employer prior to or on delivery of the chemicals on site.

Tree Felling & Poisoning.

Felling of trees will be done in areas which are being maintained under this contract. This will be done at no extra costs. Plants refuse to be removed off and disposed of at designated dumping areas. The tree felling at vacant houses will be covered in this contract.

Pruning/Trimming

Pruning/Trimming of planted trees and shrubs in the park areas will form part of the contract and will be done in wintertime except in an event when the tree is damaged and needs immediate attention. All Trees are obstructing the road or protruding in areas where they are deemed unsafe for visibility or damaging the structures must be prioritised with all residential areas. All the high trees that are interfering with the infrastructure must be progressively pruned and trimmed all year round. Plants refuse to be removed off and disposed at designated dumping areas.

Cleaning of gutters and down pipes (Vaal club and Café)

Removal off all waste from gutters and down pipes.

VAAL		
AREA REF.	AREA DESCRIPTION	AREA SIZE m ²
A	SEMI INTENSIVE GRASS (2 x times per month)	± 201447
	➤ Between Deneysville road and the property	
	➤ From entrance to the whole property	
	➤ Pele Ya Pele and Bokantsho schools	
B	FIRE BREAKS	±3460
C	VACANT HOUSES yards	± 485 m² per house
D	REFUSE REMOVAL (refuse bags only)	As per 148 Vaal Houses into skips
	➤ 148 houses, Pele Ya Pele and Bokantsho schools	
E	RAKING OF LEAVES	90000 m²
	➤ All streets, pavements, and open veld with trees	
F	LITTERING AND SWEEPING	
	➤ Picking of papers daily the whole Vaal township	
	➤ Sweeping the roads	
G	PEST CONTROL	
	➤ At houses & trees	
H	CLEANING AROUND SKIPS	8 Skips
	➤ Picking up of all waste around skips	
	➤ And dumping it in the skips	

VAALPARK

AREA REF.	AREA DESCRIPTION	AREA SIZE m ²
C	VACANT HOUSES	± 340 m² per house
G	PEST CONTROL	
	➤ All areas	

	➤ Bees ➤ Termites ➤ Wasps	
--	---------------------------------	--

SERVICE FREQUENCY

THE AREAS TO BE SERVICED DETAILED IN SCOPE OF WORK	NUMBER OF SERVICES PER MONTH AND YEAR												Total
DESCRIPTION MAINTENANCE	J	F	M	A	M	J	J	A	S	O	N	D	
A. SEMI INTENSIVE GRASS: Vaal	2	2	2	2	2	0	0	1	2	2	2	2	19
B. FIRE BREAKS: VAAL	0	0	0	0	1	0	0	0	0	0	0	0	1
C. VACANT HOUSES C.1-Yard ± 485 m ² C.2-House inside (as and when required basis) average ± 340 m ²	10 2	10 2	10 2	10 2	5 2	0 0	0 2	5 0	5 2	9 2	10 2	10 2	84 20
D. REFUSE REMOVAL (Vaal into skips x 148 houses)	4	4	4	4	5	5	5	4	4	5	4	4	52
E. RAKING OF LEAVES (Vaal streets and open land)	0	0	0	2	4	4	4	1	0	0	0	0	15
F. LITTERING & SWEEPING (Vaal) daily	20	20	20	20	20	20	20	20	20	20	20	20	240
G. PEST CONTROL (as and when) wasps, bees & termites	1	1	1	1	1	1	1	1	1	1	1	1	12
H. CLEANING AROUND SKIPS (Vaal x8 skips) weekly	4	4	4	4	5	5	5	4	4	5	4	4	52
I. HERBICIDES APPLICATION	1	1	1	1	1	0	0	0	1	1	1	1	9
J. Cleaning of gutters and down pipes (Vaal Club & Vaal Café)	0	0	0	1	0	0	0	1	0	0	0	0	2
K. Site Establishment once off	1												1
L. Health & Safety PPE	1												1
M. Safety Officer	1	1	1	1	1	1	1	1	1	1	1	1	12

1.1 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
Employer:	Eskom, or Eskom Lethabo Power Station
BS:	British Standard
BU:	Business Unit
EMS:	Environmental Management System
ISO:	International Standards Organisation
KKS:	Kraftwerk Kennzeichen System
LPG:	Liquid Petroleum Gas
NEC:	New Engineering Contract
NPSH:	Net Positive Suction Head
ORHVS	Operating Regulations for High Voltage Systems
PCLF:	Planned Capability Loss Factor
PM:	Plant Maintenance
PSR	Plant Safety Regulations
PTW:	Permit to Work
QA:	Quality Assurance
QC:	Quality Control
QCP:	Quality Control Plan
QMP:	Quality Management Programme
WPS	Welding Procedure Specification
SABS:	South African Bureau of Standards
SANS:	South African National Standards
SAP PM:	SAP Plant Maintenance
SAP:	Systems, Applications, Products (Plant Maintenance, Procurement, Finance and Materials Management) integrated maintenance management system.
SOW:	Scope of Work
STEP:	Station Thermal Efficiency Program
UCF:	Unit Capability Factor
UCLF:	Unplanned Capability Loss Factor

2. Management strategy and start up.

2.1 The Contractor's plan for the service

- 1) To be discussed before each task can be carried out between the Contractor and Employer
- 2) Programme to be supplied on request on a signed hard copy as well as a soft copy, see Scope of Work
- 3) The Contractor can start work after the Purchase Order has been issued, unless given Instruction by the Service Manager

2.2 Management meetings

There will be planning meetings held by (the employer and service providers) when there is works required, on planning how long will the works take. Safety meetings are also held on an and as when required basis to ensure safe working environment. Prior to invoicing, the service provider and the service manager will have a meeting where the assessment will be reviewed, based on the works completed in the plant.

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, virtual, 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.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-Off Meeting	After Contract Award	<i>Employer's Site</i>	<i>Service Manager and Contractor</i>
Risk Register and compensation events	When the need arises	TBA	<i>Service Manager and Contractor</i>
Overall contract progress and feedback	When the need arises	TBA	<i>Employer, Contractor</i> —
Assessments meetings	As and when required	TBC	<i>Service Manager and Contractor</i>
Performance Overall Meeting	Every 6 months	<i>Employer's Site</i>	<i>Service Manager and 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 Provision of bonds and guarantees

- 1) As per scope of work
- 2) All staff to be qualified, trained and competent to execute scope of work

2.4 Documentation control

The Contractor is responsible to have the following documentation available on site in accordance with LBA 00030:

- A copy of the OHS Act.
- Copies of all site accident report forms as required by the OHS Act.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer.
- Copies of attendance registers for all incidents or work stoppages

2.5 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)

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

2.6 Contract change management

- The change management process to be followed as per the core clause 16.1. Any verbal instruction/communication must be backed with a written instruction; the use of minutes, letters or emails is accepted. Any communication must go through the *Purchaser's* manager.

2.7 Records of Defined Cost to be kept by the Contractor

N/A

2.8 Insurance provided by the Employer

As per TSC3 Core Clause 86.1.

2.9 Training workshops and technology transfer

All contractor personnel to do induction training before entering the Employers site and commencing work.

2.10 Design and supply of Equipment

N/A

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

2.11.1 Equipment

2.11.2 Information and other things

Information and other things

- All Reports / Documents to be compiled, filed, discussed, and handed over to the Employer (will be announced by Employer) and at the end of the service.
- On Completion of contract the Contractors safety file will be hand over to the Service Manager and will be saved for 40 Years after completion / termination of the contract
- Contractor is Responsible to ensure that his Letter of Good standing is always valid as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 Contractor will not be allowed on site if his letter of good standing is not valid
- As per clause 70.2 to provides other things as stated in the Service Information
- The Contractors Health and safety file is to be submitted for approval to the Employer 's Safety Officer before contract commencement and must be kept up to date at all times
- MSDS for handling all chemicals are needed.

2.12 Management of work done by Task Order

- 1) A Task Order is the instruction to commence work.
- 2) No work shall commence until Task Order is issued and has been finalised and accepted and signed by both the Employer and Contractor.
- 3) All work will be issued via SAP Maintenance or as per Task /Purchase Order system. The Work Order, Purchase Requisition and Purchase Order will be created via the SAP PM system.
- 4) Task orders, Assessments with all supporting documentation and Completion Certificates will be used for work required.

3. Health and safety, the environment and quality assurance

Health and safety, the environment and quality assurance

Health and safety risk management

RISK	MITIGATING FACTORS	LEVEL (HIGH/MEDIUM/LOW)
Cost: The contractor to be financially fit to execute the work	Lethabo Finance Department to perform financial analysis on the recommended supplier following outcome of tender evaluations.	High
Scope: Work according to provided scope of work	The contract supervisor to monitor the work done before any payment is processed.	Medium
People: Poor Workmanship due to incompetence of personnel on site.	The Contracts Manager oversees the deployment of the team approved on the technical evaluation or personnel with equivalent experts.	Medium
Suppliers: Unsuccessful work execution due to lack of expertise from the supplier.	Only suppliers which will meet 70% on the technical evaluation will be considered.	High
Time: Delay in execution of the task order	2% per day up to a maximum of 15% of the task order value per each complete day of delay Time will be one of constraints that will be highlighted in the contract and the contractor will have to plan their resources accordingly.	Medium
Quality Poor Workmanship	- Service provider to execute SOW as per requirements. - For all reworks during execution an NCR will be issued.	High
Safety: Non-compliance to statutory SHE and legal requirements which could result to injuries, near misses and penalties.	Compliance to the Eskom Lifesaving Rules Procedure 240-62196227, National Road Traffic Act 93 of 1996, Eskom Vehicle Safety Specifications 32-345, Vehicle & Driver Safety Management Procedure 240-62946386, Occupational Health and Safety Risk Assessment Procedure 32-520, Occupational Health & Safety Act 85 of 1993, - Contracts Manager and site representative to ensure that Lethabo Power Station requirements are adhered to like: Relevant PPE is worn at all times. The audits will be conducted on the contractor depending on the level of risk to enforce adherence to SHERQ if the contractor will be site based. - Task Risk assessment will be done prior to commencing any work.	High

	•The contractor will be required to submit a safety file prior to starting the work. This safety file will be subjected to the approval by Safety Risk Management. •Over and above task risk assessments, the employer will conduct random spot audits such as SMAT/STOP. •The contractor to develop the Base Line Risk Assessment of Horticulture activities •The contractor shall adhere to Life-Saving Rules procedure (240-62196227)	
Environment	No EIA needed, however, to ensure compliance to environmental requirements ISO14001, the following Lethabo environmental procedures will be provided with tender documents. LBE21001; LBE21002; LBE22001; LBE22002; LBE22004; LBE2205; LBE23001; LBE23003; LBE23004 Contractor to be familiarized with Eskom SHEQ Policy 32-727 Contractor to be ISO14001:2015 compliant. All waste generated from the project to be disposed through applicable pathways, i.e., hazardous waste. Contractor shall submit an Environmental Management Plan (EMP) associated with environmental risks related to the project, EMP shall comply with the ISO 14001 standard. to be returned with tender documents Contractor shall submit an Aspect and Impact Register that complies with the ISO 14001:2015 standard and to be returned with tender documents. SHE File to be approved by the Environmental Department using LFM 443 checklist. Self-audits during work execution will be conducted weekly whereby environmental risks are identified. Contractor shall report all incidents or risks whilst on the job to the Eskom Project leader who will inform the environmental department.	Medium

	All waste generated during execution of work must be disposed through proper pathways. Contractor shall comply to all environmental procedures on site, including the following.	
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Service Provider shall ensure Compliance to Act, Eskom Safety Standards and Specifications: Occupational Health and Safety Act of 1993,

The company to be registered with COID and have a letter of good standing prior to commencement of the work

The client to evaluate and approve the contractor's safety file after the contract has been awarded.

Contractor safety plans that shall be signed and approved by the responsible managers and their safety practitioners. Ensure what is listed on the file shall be implemented during project execution.

The contractor to ensure that the employees are trained and competent on the activities to be done.

Submission of the acknowledgement of Eskom's SHE rules and requirements form (Annexure B) signed and submitted by the tenderer.

OHS plan (Applicable to medium risk work only).

SHE returnable shall be verified by SRM at Lethabo PowerStation (Safety Department) by the successful bidder (Contractor) for approval prior submission of the complete health and safety file.

Hazard Identification and Risk Assessments submitted to the Client must be in alignment with the Risk Assessment issued by the Client during the tendering phase.

The contractor will be notified of the risk associated with the works.

The contractor will further be required to do on site pre-job brief and risk assessment before the start of any task.

Six Monthly audits will be conducted to enforce adherence to SHEQ if the contractor will be site based.

Ensure use of personal protective equipment.

Overall compliance to LBS00067PC Strict compliance to Occupational Health and Safety Act No 85 of 1993 and, Regulations (As Amended) including Eskom Lethabo Power Station Safety Procedures (LBA 00030, LBS 00067, LBA 00155, 32-345 Eskom Vehicle Specification, 32-95 Incident Management) would be implemented. Non-conformance to the stipulated procedures by the service provider will lead to Non-Conformance report issued by the Client. Corporate Health and safety specifications: 240-43921804 SHEQ policy: 32-727: Standard Contractor Health and Safety Requirements. Procedure 32-296: Integrated SHE organisation roles responsibilities and statutory requirements Standard 240-62196227.

Costing for Safety Health and Environmental management has the tenderer submitted detailed (The cost should be broken down not provided as a lump sum) costing for SHE, i.e. –

Based on the overall scope of work/service to be performed.

The generic scope of work/service risk assessment may serve as a guideline.

Baseline Risk Assessment (BRA)

Identification, assessment and management of SHE risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA.

Valid Letter of standing (COIDA or equivalent)

SHE policy signed by CEO/ MD- Comply to OHS Act Section 7 or ISO 45001

SHE Competency (Consider scope of work, risks, SHE plan and applicability) CVs, and qualifications / certificates e.g.

- First aiders
- Safety officer
- SHE Representative
- HCA Controller Incident investigator

Organizational Site-Specific Organogram

Service Provider shall demonstrate compliance with the Act, Eskom Safety Standards and Specifications Act:

Occupational Health and Safety Act of 1993

SHEQ Policy

Employer's SHEQ Policy

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

Compliance with the SHEQ Policy and applicable regulations is the responsibility of every employee and Contractor.

Contractor SHEQ Policy

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

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

SHE PLAN REQUIREMENTS: -

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

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

3.1.1. Health and Safety Arrangements

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

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

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

Health and safety

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

- SHEQ Policy 32-727
- The Employer's Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the Employer's Commercial Process 32-726
- Contractor Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- The Employer's Vehicle Safety Specifications 32-345
- Lethabo Contractor SHEQ Specifications 14RISK SRM – 084

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

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

Do safety audits at the Contractor's premises, its workplaces and on its employees;

Refuse any employee, sub-Contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHS ACT.

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

The Contractors Health and safety file is to be submitted for approval to the Employer's Safety Officer before contract commencement.

All work stoppages called by the Employer to be adhered to

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

3.1.2 First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the Employer.

All Contractor personnel must have First aid and firefighting training Fire extinguishers to be provided by the Contractor.

3.1.3 Fire Precautions

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

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

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

3.1.4. Security, fire protection and safety

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

3.1.5. Fire protection

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

3.1.6 Safety and incident prevention

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

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

3.1.7. Reporting of accidents

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

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

3.1.8 Occupational Health and Safety Act 85 Of 1993 – SECTION 37

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

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

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

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

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

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

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

3.1.10 Safety Regulations of the Employer

- The Contractor conforms to the Employer's Plant Safety Regulations
- The Employer makes available to the Contractor, on request, a copy of the latest revision of the Plant Safety Regulations.

Environmental constraints and management

Contractor to be familiarized with Lethabo Environmental statement of commitment (PS010)

SHE File to be approved by the Environmental Department.

Contractor shall submit an Aspect and Impact Register that complies with the ISO 14001:2015 standard.

Contractor shall submit an Environmental Management Plan (EMP) associated with its significant risks, EMP shall comply with the ISO 14001:2015 standard.

Contractor shall familiarise him/herself with the Environmental procedures related to the activity (Waste Management procedure LBE 22004PC and Environmental Spill management LBE22005)

Self-audits during work execution will be conducted weekly whereby environmental risks are identified.

Contractor shall report all incidents or risks whilst on the job to the Eskom Project leader who will inform the environmental department.

All oil shall be removed from the gearbox prior to transportation to minimise risk of oil spillages

Oil must be drained into designated containers for waste oil and transported to the temporary hazardous waste site.

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

As per the scope of work.

4.1.2 BBBEE and preferencing scheme

2.1 Designated Sectors

1. Objective Criteria

Specific Goals

A maximum of 10/20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)
- In a case of a trust, consortium or joint venture (including incorporated consortia and joint ventures), a consolidated B-BBEE status level verification certificate.

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 80 for price
- Scores 0 points out of 20 for specific goals

Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

2.2 CIDB Skills Development

Continuation of Mandatory Requirements

a) Is there CIDB compulsory training?

If Yes, what is the % of the Construction Skills Development Goal % (CSDG)

YES	NO
☒	☐
Not applicable	

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets

Criteria	Eskom Target	Tenderer Commitment
CSDG Percentage	N/A	
Description	6SH or higher	

NOTE: Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.

SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

Note: The undertakings shall be sourced from previously disadvantaged Communities around Sedibeng and Fezile Dabi District Municipalities.

Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development. Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher. Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

2. Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

3. Procurement spends on entities with a minimum 51% black ownership.

The tenderer will subcontract some of the SOW to the designated suppliers i.e. EME / QSE with at least 51% BO. The designated suppliers should not be part of their subsidiaries or having shares in that company, preferable they should be selected from local to site and shall be as follows:

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned EME/QSE	15%	

Potential scope to be subcontracted and/or outsourced:

- Equipment and bakkie hire.
- Employee transportation.
- PPPEE supplier
- Medicals

The following are tender returnable.

- Proof of a sub-contract agreement/s. OR
- Letter of intent.

4. Jobs. Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

	Type of Jobs to be created	Number of Jobs to be created
	Type of Jobs to be retained	Number of Jobs to be retained
Local Pool criteria		
	Type of jobs	Target set (local-to-site)
	General workers	100%
	Semi-skilled	70%
	Skilled	30%
	Suppliers Proposal	

SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations. Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations. For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon: • Eskom receives the SDL&I progress report/s from the contractor. • Fulfilment of all SDL&I obligations by the contractor. • Submission of an approved compliance report by SDL&I Department.

6: General Information on Validity of Sworn Affidavits

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

If the ASGI-SA requirements are to be included in this contract specify constraints which <i>Contractor</i> must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.
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The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

4.2 Subcontracting

N/A

4.2.1 Attendance on subcontractors

N/A

4.3 Plant and Materials

All spares supplied shall have the same technical specification of the item or component being removed or replaced and shall be tested to ensure it is fit for purpose. Material will be provided by Eskom.

4.3.1 Correction of defects

- The Supplier shall correct notified Defects within 1 week of notification by the Supply Manager or their delegate, or within such longer period as may be reasonable and agreed.
- Access for collection, correction, or replacement of defective goods shall be provided by the Purchaser.
- The Supplier shall bear all costs associated with the correction of Defects, including transport and replacement costs for defective goods.

4.3.2 Contractor's procurement of Plant and Materials

N/A

4.3.3 Tests and inspections before delivery

All spares supplied shall have the same technical specification of the item or component being removed or replaced and shall be tested to ensure it is fit for purpose. Material will be provided by Eskom.

4.3.4 Plant & Materials provided "free issue" by the Employer

List any Plant and Materials which are to be provided by the Employer.
See attached.

4.3.5 Cataloguing requirements by the Contractor

N/A

5. Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the Contractor whilst he is doing work on the Affected Property.

N/A

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

Not applicable since they will not be on site. most of the times they will be on properties site

5.2 People restrictions, hours of work, conduct and records

In the event the Contractor / Service provider or his delegate is required to be on site for a meeting or any other reason which is related to this contract, the following will apply,

- Normal working hours is the Employers
working hours, i.e. Monday to
Thursday 07h15 — 16h30
Friday's 07h15 — 12h15

After hours and public holiday there should be electrician and the utility electrician available only as an when required.

- The Contractor provides the necessary resources to carry out the services as stated in the Works Information.
- It is the responsibility of the *Contractor* to keeps records of his people working on the Affected Property. The *Service Manager* shall have access to all records at any time if deemed necessary.

5.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

5.4 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

5.5 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

5.6 Records of *Contractor's* Equipment

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

5.7 Equipment provided by the *Employer*

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

This is a mandatory cross reference form clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

5.8.2 Provided by the *Contractor*

5.9 Control of noise, dust, water and waste

State requirements, if any.

5.10 Tests and inspections

5.10.1 Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

5.10.2 Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

6. List of drawings

6.1 Drawings issued by the *Employer*

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

[illegible]