



NEC3 Term Service Contract (TSC3)

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

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

The provision of Alien and Invasives Species Control
for and Eradication at Lethabo Power Station for a Period
of 5 years

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

The provision of Alien And Invasives Species Control And Eradication For A Period Of 5 Years

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

Eskom Holdings SOC Ltd, Lethabo Power Station

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		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)	

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

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.	016 457 5308
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	
	Address	Lethabo Power Station Deneysville Road, Viljoensdrift
	Tel	
	Fax	N/A
	e-mail	
11.2(2)	The Affected Property is	Lethabo Power Station.
11.2(13)	The <i>service</i> is	Alien and Invasives Species Control and Eradication using mechanical and chemical methods, in accordance with the LBE23006WN - Lethabo Power Station - Monitoring Control and Eradication Plan for Invasive Species Rev 01
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Alien and Invasives Species not removed on time in accordance with the schedule. • Incorrect plants removed from site. • Not all Alien and Invasives Species removed from site • Inability to execute the scope by supplier
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	three (3) business days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 October 2025
30.1	The <i>service period</i> is	60 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data

5	Payment	
50.1	The <i>assessment interval</i> is	After each completed task order
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
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>1. Non submission of reports according to timelines</p> <p>2. noncompliance due to non submission of reports for reporting to the authorities</p> <p>3. inability to execute the scope as committed by supplier</p>
9	Termination	NEC3 will be applied
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the	

	final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
--	--	-----------------

11 Data for Option W1

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation	The prices shall be fixed and firm for the first 12 months of the contract and thereafter Contract Price Adjustment (CPA) will apply as follows		
X1.1	The <i>base date</i> for indices is	09 November 2025		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.85	85% Labour Table C3 (all hourly paid employees)	SEISFA INDEX
		0.15		Fixed portion
		100%		
X2	Changes in the law	Of the Republic of South Africa is a compensation event if it occurs after the Contract Date		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Table 1		

Criteria	Unit	Target	Penalty	Penalty	Penalty
Non-conformances issued to the Contractor	Number	0	1 per month 1%	2 per month 3%	3 & more per month 5%
Failure to renew man power medicals fitness certificate	Days	0	1 1%	5 3%	10 and above 5%
Late invoicing due to non-submission of pro-forma invoice for processing which impact the cash flow projection on SAP	Days	30	35 1%	40 5%	45 and above 10%

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 deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> 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	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	7 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

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

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*

AIS ERADICATION AND CONTROL CONTRACT COST BREAKDOWN

ITEM	UNIT	QUANTITY	RATE	TOTAL
1. SHE Costs for the Contract Period				
1.1 All SHE costs (PPE, safety file etc.) and induction to be included	Each	1		
2. Eradication of AIS in management areas				
1. Ash dump rehabilitation area	ha	337		
2. Eastern grasslands	ha	106		
3. Venna Venter/EOL/Skid pad	ha	72		
4. Recreational Area	ha	116		
5. Roads & other hard surfaces (excl. power station)	ha	21		
6. Plantation area 1	ha	47		
7. Plantation area 2	ha	35		
8. Plantation area 3	ha	56		
9. Raw Water Reservoirs	ha	48		
10. Power Station (infrastructure & lawns)	ha	102		
11. Secondary grasslands area 1	ha	65		
12. Secondary grasslands area 2	ha	48		
13. Southwest grassland	ha	174		
14. Rand Water/Riparian zone	ha	70		
3. Maintenance of AIS in management areas				
1. Ash dump rehabilitation area	ha	337		
2. Eastern grasslands	ha	106		
3. Venna Venter/EOL/Skid pad	ha	72		
4. Recreational Area	ha	116		
5. Roads & other hard surfaces (excl. power station)	ha	21		
6. Plantation area 1	ha	47		
7. Plantation area 2	ha	35		
8. Plantation area 3	ha	56		
9. Raw Water Reservoirs	ha	48		
10. Power Station (infrastructure & lawns)	ha	102		
11. Secondary grasslands area 1	ha	65		
12. Secondary grasslands area 2	ha	48		
13. Southwest grassland	ha	174		
14. Rand Water/Riparian zone	ha	70		
4. Disposal of weeds	Ea (times in a month when disposal	Costing will depend on the frequency of		

	will be made to avoid seeds spreading onsite)	disposal and methods of disposal, some may take to a garden disposal site and some may incenerate seeds and other aggressive alien species		
**Refer to 2 Scope of Work			Subtotal Routine Monitoring	
			Total Excluding Vat	
			Total Including Vat	
**Suppliers can further expand on cost breakdown, however the above totals must be reflected on quote as a minimum				

The total of the Prices

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work	1
C3.1: Employer's service Information	2
1 Description of the service	4
1.1 Executive overview	4
1.2 <i>Employer's</i> requirements for the <i>service</i>	4
1.3 Interpretation and terminology	4
2 Management strategy and start up	5
2.1 The <i>Contractor's</i> plan for the <i>service</i>	5
2.2 Management meetings	5
2.3 <i>Contractor's</i> management, supervision and key people	6
2.4 Provision of bonds and guarantees	6
2.5 Documentation control	6
2.6 Invoicing and payment	6
2.7 Contract change management	6
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	7
2.9 Insurance provided by the <i>Employer</i>	7
2.10 Training workshops and technology transfer	7
2.11 Design and supply of Equipment	7
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	7
2.12.1 Equipment	7
2.12.2 Information and other things	7
2.13 Management of work done by Task Order	8
3 Health and safety, the environment and quality assurance	9
3.1 Health and safety risk management	9
3.2 Environmental constraints and management	9
3.3 Quality assurance requirements	9
4 Procurement	10
4.1 People	10
4.1.1 Minimum requirements of people employed	10
4.1.2 BBBEE and preferencing scheme	10
4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	10
4.2 Subcontracting	10
4.2.1 Preferred subcontractors	10
4.2.2 Subcontract documentation, and assessment of subcontract tenders	10

4.2.3	Limitations on subcontracting	11
4.2.4	Attendance on subcontractors	11
4.3	Plant and Materials	11
4.3.1	Specifications	11
4.3.2	Correction of defects	11
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	11
4.3.4	Tests and inspections before delivery	11
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>	12
4.3.6	Cataloguing requirements	12
5	Working on the Affected Property	13
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations	13
5.2	People restrictions, hours of work, conduct and records	13
5.3	Health and safety facilities on the Affected Property	13
5.4	Environmental controls, fauna & flora	13
5.5	Cooperating with and obtaining acceptance of Others	13
5.6	Records of <i>Contractor's</i> Equipment	13
5.7	Equipment provided by the <i>Employer</i>	14
5.8	Site services and facilities	14
5.8.1	Provided by the <i>Employer</i>	14
5.8.2	Provided by the <i>Contractor</i>	14
5.9	Control of noise, dust, water and waste	14
5.10	Hook ups to existing works	14
5.11	Tests and inspections	14
5.11.1	Description of tests and inspections	14
5.11.2	Materials facilities and samples for tests and inspections	14
6	List of drawings	15
6.1	Drawings issued by the <i>Employer</i>	15

1 Description of the service

1.1 Executive overview

Lethabo Power Station as the land owner is required to comply with the requirements of National Environmental Management Act 10 of 2004 and 2014 Invasive Alien Species Regulations whereby species that fall under category 1a must be eradicated. According to NEMBA regulations, a person in control of a Category 1a Listed Invasive Species must-

- (a) Comply with the provisions of section 73(2) of the Act;
- (b) Immediately take steps to combat or eradicate listed invasive species in compliance with Sections 75(1), (2) and (3) of the Act; and
- (c) Allow an authorized official from the Department to enter onto land to monitor, assist with or implement the combatting or eradication of the listed invasive species.

An Invasive Species Management Programme (LBE23006) has been developed in terms of section 75(4) of the National Environmental Management Biodiversity Act, and LPS shall control the listed invasive species in accordance with the plan required.

1.2 Employer's requirements for the service

- To eradicate alien invasive species occurring at Lethabo Power Station for a period of 60 months.
- To ensure that alien invasive species are significantly controlled and maintained to limit the impact on the environment

1.3 Scope of Work

The Contractor will be responsible for: the eradication and control of alien and invasive plant species at the following areas:

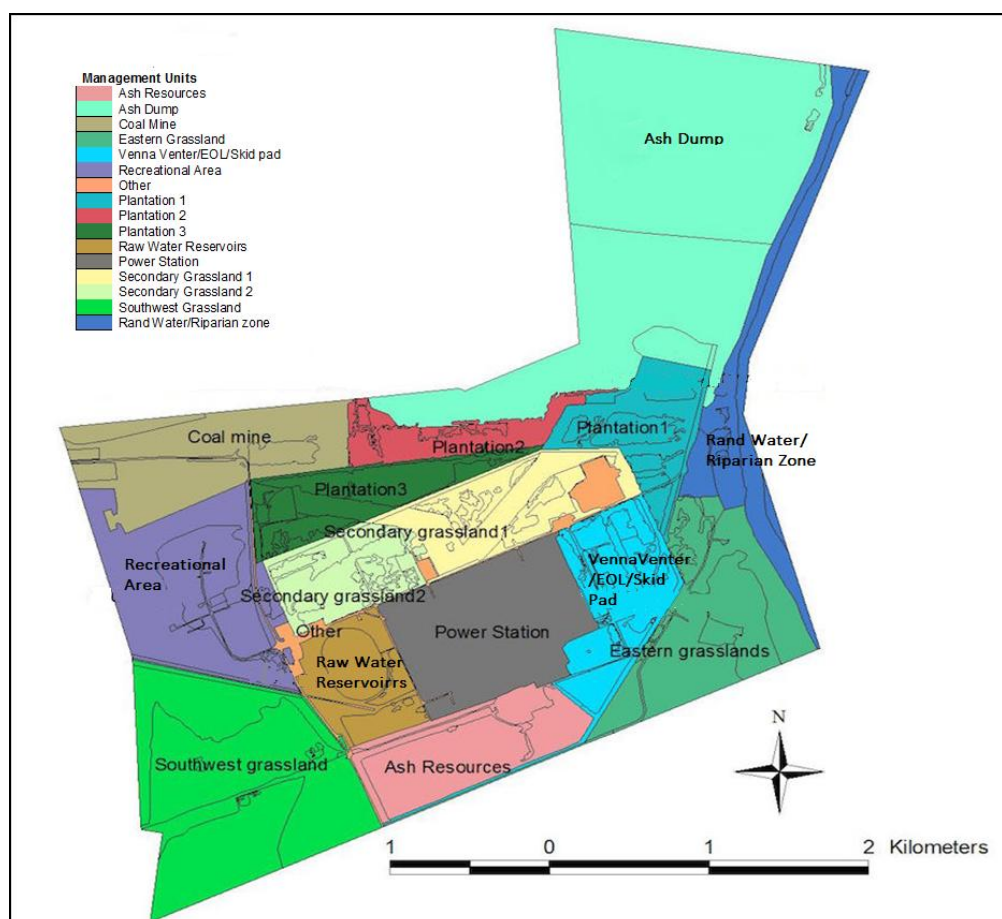
- o Rehabilitated portion of the Ash Dump
- o Eastern Grasslands
- o Venna Venter/EOL/Skid Pad
- o Recreational Area
- o Plantation Area 1
- o Plantation Area 2
- o Plantation Area 3
- o Raw Water Reservoir
- o Secondary Grasslands 1
- o Secondary Grasslands 2
- o Southwest Grasslands – wetland area only
- o Rand Water/Riparia Zone

The control and eradication should be done in a phased manner over the 5 years, within the 6 month time period that the contract runs within for each financial year (Spring and Summer.

Management Unit	Area (hectares)
1. Ash dump rehabilitation area	337.12
2. Eastern grasslands	106.43
3. Venna Venter/EOL/Skid pad	71.50
4. Recreational Area	115.51
5. Roads & other hard surfaces (excl. power station)	20.99
6. Plantation area 1	47.40
7. Plantation area 2	35.15
8. Plantation area 3	55.91
9. Raw Water Reservoirs	47.55
10. Power Station (infrastructure & lawns)	101.53
11. Secondary grasslands area 1	64.79
12. Secondary grasslands area 2	47.95
13. Southwest grassland	174.12
14. Rand Water/Riparian zone	70.64
TOTAL	1296.59

Targets and goals for control of listed invasive species at Lethabo Power Station are as follows

Priority	Management	Implementation of Control Plan				
		Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029
High	Eastern Grasslands	Remove new or resprouted <i>Populus</i> individuals; monitor <i>Asparagus larcinus</i>	>80% reduction of Alien Invasive Species	Control of remaining invasive species		
	Rand Water/Riparian Zone/ EOL	Remove <i>Acacia dealbata</i> individuals	>80% reduction of Alien Invasive Species	Control of remaining invasive species		
Medium	Southwest Grasslands, Venna Venter, Ash Dump, Raw Water Reservoir		>40% reduction of Alien Invasive Species	>80% reduction of Alien Invasive Species	Control of remaining invasive species	
Low	Secondary Grasslands 1 & 2, Plantation Areas 1-3			>40% reduction of Alien Invasive Species	>80% reduction of Alien Invasive Species	Control of remaining invasive species



Details of management units

Rehabilitated portion of the Ash Dump

Scientific Name	Common Name	NEMBA Category	Level of invasion	Risk of Invasion	Priority	AIS Permit
<i>Cirsium vulgare</i>	Scotch Thistle	1b	1%	Low	Low	No
<i>Cortaderia selloana</i>	Pampas Grass	1b	1%	High	High	No
<i>Datura ferox</i>	Large Thorn Apple	1b	5%	High	High	No
<i>Datura stramonium</i>	Common Thorn Apple	1b	5%	High	High	No
<i>Eucalyptus camaldulensis</i>	Red River Gum	1b	2%	Medium	Low	Yes
<i>Nicotiana glauca</i>	Wild Tobacco	1b	1%	Medium	Medium	No
<i>Pennisetum setaceum</i>	Fountain Grass	1b	<1%	High	Medium	No
<i>Pinus pinaster</i>	Cluster Pine	1b	1%	Medium	Medium	No
<i>Tamarix ramossissima</i>	Pink Tamarisk	1b	5%	High	High	No

Eastern Grasslands Management

Scientific Name	Common Name	NEMBA Category	Level of invasion	Risk of Invasion	Priority	AIS Permit
-----------------	-------------	----------------	-------------------	------------------	----------	------------

<i>Cirsium vulgare</i>	Scotch Thistle	1b	1%	Low	Low	No
<i>Cortaderia selloana</i>	Pampas Grass	1b	1%	High	High	No
<i>Datura ferox</i>	Large Thorn Apple	1b	5%	High	High	No
<i>Datura stramonium</i>	Common Thron Apple	1b	5%	High	High	No
<i>Eucalyptus camaldulensis</i>	Red River Gum	1b	2%	Medium	Medium	No
<i>Opuntia ficus-indica</i>	Prickly Pear	1b	1%	Low	Low	No
<i>Populus alba</i>	White Poplar	2	1%	Medium	High	Yes
<i>Verbena bonariensis</i>	Wild Verbena	1b	3%	High	High	No
<i>Tamarix ramossissima</i>	Pink Tamarisk	1b	5%	High	High	No

Venna Venter/EOL/Skid

Species name	Common name	NEMBA Category	Estimated % cover	Prioritization	Risk of invasion	Covered by AIS Permit
<i>Cirsium vulgare</i>	Scotch thistle	1b	<1%	Low	Low	No
<i>Cortaderia selloana</i>	Pampas grass	1b	1%,	High	High	No
<i>Datura ferox</i>	Large thorn apple	1b	<1%	Low	Medium	No
<i>Datura stramonium</i>	Common thorn apple	1b	<1%	Low	Medium	No
<i>Grevillea robusta</i>	Australian silky oak	3	<1%,	Low	Low	No
<i>Nicotiana glauca</i>	Wild tobacco	1b	1%,	Medium	Medium	No
<i>Pennisetum setaceum</i>	Fountain grass	1b	<1%, 1 plant	Medium	High	No
<i>Populus alba</i>	White poplar	2	1%,	High	Medium	Yes
<i>Tamarix ramossissima</i>	Pink tamarisk	1b	<1%	Medium	Medium	No
<i>Verbena bonariensis</i>	Wild Verbena	1b	3%	High	High	No

Recreational Area

Scientific Name	Common Name	NEMBA Category	Level of invasion	Risk of Invasion	Priority	AIS Permit
<i>Casuarina equisetifolia</i>	Horsetail Tree	2	1%	Low	Low	Yes
<i>Eucalyptus camaldulensis</i>	Red River Gum	1b	3%	Medium	Medium	Yes
<i>Pinus pinaster</i>	Cluster Pine	1b	1%	High	High	No
<i>Populus deltoides</i>	Match Poplar	Not listed	<1%	Low	Low	No
<i>Verbena bonariensis</i>	Wild Verbena	1b	3%	High	High	No

Plantation Area 1

Scientific Name	Common Name	NEMBA Category	Level of invasion	Risk of Invasion	Priority	AIS Permit
<i>Casuarina equisetifolia</i>	Horsetail Tree	2	1%	Low	Low	Yes
<i>Cirsium vulgare</i>	Scotch Thistle	1b	<1%	Low	Low	No
<i>Eucalyptus camaldulensis</i>	Red River Gum	2	14%	Low	Low	Yes
<i>Pinus pinaster</i>	Cluster Pine	1b	25%	High	High	No
<i>Leucaena leucocephala</i>	Leucaena	2	<1%	Low	Low	Yes

Plantation Area 2

Scientific Name	Common Name	NEMBA Category	Level of invasion	Risk of Invasion	Priority	AIS Permit
<i>Acacia melanoxylon</i>	Australian Blackwood	2	1%	Low	Low	Yes
<i>Achyranthes aspera</i>	Devil's Horsewhip	Not listed	<1%	Low	Low	No
<i>Casuarina equisetifolia</i>	Horsetail Tree	2	4%	Low	Low	Yes
<i>Eucalyptus camaldulensis</i>	Red River Gum	2	79%%	Medium	Low	Yes
<i>Eucalyptus grandis</i>	Saligna Gum	2	2%	Low	Low	No
<i>Pinus pinaster</i>	Cluster Pine	1b	25%	High	Low	Yes
<i>Ligustrum japonicum</i>	Japanese Privet	3	<1%	Medium	Low	No
<i>Tamarix ramosissima</i>	Pink Tamarisk	1b	1%	High	Medium	No

Plantation Area 3

Scientific Name	Common Name	NEMBA Category	Level of invasion	Risk of Invasion	Priority	AIS Permit
<i>Datura stramonium</i>	Common Thron Apple	1b	<1%	Medium	Low	No
<i>Eucalyptus camaldulensis</i>	Red River Gum	2	53%	Medium	Low	Yes

Raw Water Reservoirs

Scientific Name	Common Name	NEMBA Category	Level of invasion	Risk of Invasion	Priority	AIS Permit
<i>Cirsium vulgare</i>	Scotch Thistle	1b	<1%	Low	Low	No
<i>Datura stramonium</i>	Common Thorn Apple	1b	<1%	Medium	Low	No
<i>Eucalyptus camaldulensis</i>	Red River Gum	1b	2%	Medium	Medium	Yes
<i>Pinus pinaster</i>	Cluster Pine	1b	1%	High	High	Yes
<i>Populus deltoides</i>	Match Poplar	Not listed	2%	Low	Low	No
<i>Tamarix ramosissima</i>	Pink Tamarisk	1b	3%	High	Medium	No
<i>Xanthium strumarium</i>	Large Cocklebur	1b	<1%	Low	Low	No

Secondary Grasslands 1

Scientific Name	Common Name	NEMBA Category	Level of invasion	Risk of Invasion	Priority	AIS Permit
<i>Cirsium vulgare</i>	Scotch Thistle	1b	<1%	Low	Low	No
<i>Casuarina equisetifolia</i>	Horsetail Tree	2	1%	Low	Low	Yes
<i>Eucalyptus camaldulensis</i>	Red River Gum	2	14%	Low	Low	Yes
<i>Pinus pinaster</i>	Cluster Pine	1b	25%	High	High	No
<i>Leucaena leucocephala</i>	Leucaena	2	<1%	Low	Low	Yes

Secondary Grasslands 2

Scientific Name	Common Name	NEMBA Category	Level of invasion	Risk of Invasion	Priority	AIS Permit
<i>Cortaderia selloana</i>	Pampas Grass	1b	<1%	High	Medium	No
<i>Datura stramonium</i>	Common Thorn Apple	1b	<1%	Medium	Low	No
<i>Eucalyptus camaldulensis</i>	Red River Gum	2	14%	Low	Low	Yes
<i>Nicotiana glauca</i>	Wild Tobacco	1b	<1%	Medium	Medium	No
<i>Pinus pinaster</i>	Cluster Pine	1b	1%	High	High	No
<i>Populus deltoides</i>	Match Poplar	Not listed	2%	Low	Low	No
<i>Tamarix ramossissima</i>	Pink Tamarisk	1b	10%	High	Medium	No
<i>Robinia pseudoacacia</i>	Black Locust	1b	<1%	Low	Low	No

Southwest Grasslands

Scientific Name	Common Name	NEMBA Category	Level of invasion	Risk of Invasion	Priority	AIS Permit
<i>Acacia mearnsii</i>	Black Wattle	2	<1%	High	High	Yes
<i>Argemone ochroleuca</i>	Mexican Poppy	1b	<1%	Medium	Medium	No
<i>Datura stramonium</i>	Common Thorn Apple	1b	<1%	Medium	Low	No
<i>Pinus pinaster</i>	Cluster Pine	1b	1%	High	High	Yes
<i>Populus deltoides</i>	Match Poplar	Not listed	2%	Low	Low	No
<i>Tamarix ramossissima</i>	Pink Tamarisk	1b	1%	High	Medium	No
<i>Robinia pseudoacacia</i>	Black Locust	1b	1%	High	High	No
<i>Verbena bonariensis</i>	Wild Verbena	1b	1%	High	High	No

Rand Water/Riparian Zone

Scientific Name	Common Name	NEMBA Category	Level of invasion	Risk of Invasion	Priority	AIS Permit
<i>Acacia dealbata</i>	Silver Wattle	2	25%	High	High	No

<i>Datura ferox</i>	Large Thorn Apple	1b	3%	Medium	Low	No
<i>Datura stramonium</i>	Common Thron Apple	1b	3%	Medium	Low	No
<i>Eucalyptus camaldulensis</i>	Red River Gum	2	25%	Low	Low	No
<i>Ligustrum lucidum</i>	Tree Privet	3	1%	Low	Low	No
<i>Verbena bonariensis</i>	Wild Verbena	1b	2%	High	High	No
<i>Glenditsia triancanthos</i>	Honey Locust	1b	<1%%	Low	High	No

All category 1a and 1b species must be controlled as part of this project including but not limited to the following:

- *Datura ferox*
- *Datura stramonium*
- *Cirsium vulgare*
- *Cortaderia selloana*
- *Datura ferox*
- *Datura stramonium*
- *Opuntia ficus-indica*
- *Schinus molle*
- *Tamarix ramossissima*
- *Populus deltoides*
- *Schinus molle*
- *Black Jack*
- *Populus alba*

1.4 Monitoring & Reporting

- Lethabo Power Station Environmental representative will conduct random inspections for the works carried out to ensure that all SHE issues are adhered to.
- The contractor to provide weekly progress updates inclusive of photographic evidence of work completed, including the effectiveness of the poison used (before, during and after pictures – sequence of events).
- The Contractor and Eskom Environmental representative will do monthly inspections as part of assessment before any payment for work done can be made.
- Monthly contract progress and compliance meetings to be undertaken to track the progress of works, inclusive of presentations by the contractor on the progress of works, challenges and successes in relation to the program.
- A herbicide register must be updated as and when it is used and accurate calculations for dosages must be used.
- Ensure that all safety, health and Environmental incidents are reported within 24 hours to Eskom Environmental Officer.
- All non-conformities are reported to Eskom Environmental Officer within 24 hours.
- All chemicals (Herbicides, Diesel etc.) must have an appropriate brand-specific 16 point Safety Data Sheet.
- The herbicide register must be maintained and updated for the duration of the project.

1.5 Technical Evaluation Criteria

Requirement	Points
Training certificate for weed control course of the PCO holder.	Certificate - 30
A proposal detailing methods of control for each species on the scope of work (Include herbicides to be used and dosages)	Acceptable proposal - 20
Material Safety Data Sheets for all chemicals, herbicides and substances to be used (not older than five years)	Up to date- 20 Older than 5 years- 10
Experience in similar projects (Attach CV with references)	More than 5 Projects -30 Less than 5 Projects -5

Gatekeeper

Pest Control Licence (The PCO licence holder and the weed control certificate must correspond).

1.6 General Conditions of the contract

The contractor must comply with the Fertilizers, Farm feed Agricultural Remedies and Stock Remedies Act, no 36 of 1947. A team leader must be a registered Pest Control Operator with the act.

According to Occupational health and Safety Act 85 of 1993, it is the employer's duty to provide his/her employees personal protective equipment.

The employees are expected to have the following PPE:

- Safety boots
- Socks
- Safety clothing
- Gloves
- Safety glasses/ goggles
- Respirators appropriate for application
- Face masks

1.7 Precautions and Penalties

(a) No windbreaks, vegetation, or indigenous trees that are intended to remain may be damaged, poisoned or cleared. Any damage to non-invasive or indigenous vegetation or trees, which have not been specifically marked for clearing, will result in penalties to the Contractor.

(b) All aliens to be cleared up to the site boundaries.

(c) Contractor to bag and remove all litter within their working areas. Any litter must be removed from site by the Contractor daily. Waybills must be submitted for all refuse that is disposed of off-site.

(d) The Contractor is to ensure that the supervisors have the knowledge and experience to identify indigenous vegetation.

(e) It will be the responsibility of the Contractor to ensure that he or she is fully informed of the extent of all alien vegetation to be cleared.

1.8 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
SOW	Scope of Work
SANAS	South African National Accreditation System
SHE	Safety, Health and Environment
GIS	Geographic Information System
SANS	South African National Standard
DWS	Department of Water and Sanitation

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The *Contractor* will carry out the scope of work comprising of the following

- a) All work will be performed by professional trained or skilled personnel.
- b) The practices and procedures employed will be according to accepted industry standards, applications will be made with technical expertise; all vehicles and equipment will be operated both skilfully and safely within the effected working areas.
- c) Work performance will comply with the Occupational Safety and Health Act.
- d) The *Contractor* shall submit a programme Two weeks before the programme is executed, which incorporates the programmes of all of his Sub-contractors if any. For each activity, the start date, completion date, activity duration, shall be included in the programme. This programme will be captured in SAP which is the system that has been adopted by the Employer for all planning, progress monitoring and reporting on the Lethabo site.
- e) The *Contractor* shall demonstrate capability by furnishing proof of work performed for Contracts with similar service requirements

NB: A draft copy of a monitoring phase programme indicating all tasks including specialist studies to be conducted for the three year contract to be provided as a tender returnable before contract award

2.2 Contractor Qualification and Experience

The Contractor must have the following requirements:

- **Experience:** Pest Control Licence (The PCO licence holder and the weed control certificate must correspond).
- **Trained and skilled personnel to take implement work**
- **Training certificate for weed control course of the PCO holder.**
- **A proposal detailing methods of control for each species on the scope of work (Include herbicides to be used and dosages)**
- **Material Safety Data Sheets for all chemicals, herbicides and substances to be used (not older than five years)**
- **Experience in similar projects (Attach CV with references)**

2.3 Management meetings

The *Employer* and the *Contractor* (and any other co-opted members) shall meet monthly (where applicable) to monitor progress on the implementation programme. The following aspects will be assessed and discussed:

Contractor's challenges with access to

- The *Employer* shall inform the Contractor of any environmental incidents that might affect the outcome of the monitoring phase
- The *Employer* and *Contractor* shall assess the adequacy of the implantation of the plan.
- The *contractor* shall provide feedback on the implantation of the plan.
- The progress of any other relevant activities.
- To discuss any technical or commercial issues.

Monthly *Contractor* Management Meetings will be held between the Service Manager and the Contractor. The venue for these meetings is as determined by the Service Manager

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. Any action of the Service Manager, Supervisor, Contractor and Other co-opted member implied in the minutes of the meetings are to be confirmed by a separate communication given in accordance with this contract.

The *Contractor* to hold daily tool box talk meetings when onsite and keep the attendants register. The performance of the Contractor will be measured monthly after assessments were done and ad hoc feedback will be given to the Contractor.

The *Contractor* together with the Employer will at the commencement of the contract agree on the targets for each other category of measures. These measurement categories and targets will be reviewed by the Contractor and the Employer on a yearly basis in the interest of continual improvements. The areas of measurement will include compliance to the latest legislation and conformance to the Lethabo Monitoring, Control and Eradication Plan for Invasive Species on Lethabo Power Station Land (LBE23006).

2.4 Contractor's management, supervision and key people

The *Contractor* submits a project organogram to the *Service Manager* for acceptance, indicating the *Contractor's* and the *Subcontractors* employees. And there should be supervision throughout the service period and key people shall be made available at all times.

2.5 Provision of bonds and guarantees

N/A

2.6 Documentation control

All Communication from the Contractor is numbered sequentially with prefix as advised by the service manager. The Service Manager responds in a like manner. The prefix and numbering will be decided upon at the inaugural meeting.

2.7 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)

2.8 Contract change management

In event where there is a change in the contract, early warning can be issued by either party, early warning meeting to follow and discuss such event

2.9 Insurance provided by the *Employer*

Below is information with regards to the Eskom insurance management service. For in case the Contractor has any questions with regards to insurances:

Eskom Insurance Management Services (EIMS) Contact Details

Contact Person	Contact Number	E-mail address
Mr. Wiseman Khoza	+27(0)11 800 6286	Wiseman.khoza@eskom.co.za
Ms Thembi Mabanga	+27(0)11 800 6509	Thembi.mabanga@eskom.co.za
Ms Mamosidi katane-Mathibela	+27(0)11 800 6380	kataneE@eskom.co.za
Ms Beverly jamaine-clain	+27(0)11 800 3331	Beverley.jamaine-cain@eskom.co.za
Mr. Kristine Chaithoo	+27(0)11 800 4455	Krishan.chaithoo@eskom.co.za
Mr. Velaphi Mabaso	+27(0)11 800 3836	Velaphi.mabaso@eskom.co.za

2.10 Training workshops and technology transfer

Only internal trainings will be provided for by the *Employer*, however in a case where the training is external the *Contractor* will be responsible

2.11 Design and supply of Equipment

N/A

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

2.12.1 Equipment

All instrumentation and equipment bought or supplied by the *Employer* for the purpose of the work will remain the property of the *Employer* after the end of the contract

2.12.2 Information and other things

The *Employer* will provide a list of all procedures to be provided by the *contractor*. These procedures will remain property of the *contractor* after the end of the contract.

2.13 Management of work done by Task Order

A task order will be issued after assessment to the Contractor by the Employer's representative, on the work that needs to be done. This task order will be accompanied by a SAP 45 (order) number for reference purposes when the Contractor invoices.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

- a. The Contractor provides own personal protective equipment and clothing for the employee's safety.
- b. The Contractor 's supervisor who is in charge of the Contractor's employees, will make sure that the Contractors employees have their PPE on, at all times during working hours.
- c. The Contractor must ensure that the works complies with the OHS Act 85 1993.
- b) The Contractor will provide all SABS approved personal protective Equipment to its employee's as identified in the Risk Assessment.
- d. The Contractor is responsible for procurement of PPE and equipment in accordance with the OHS act and the site specific requirements, including the use thereof as necessary.
- e. The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan, based on the Employer's documented health and safety specifications, which shall be applied from the date of commencement of and for the duration of the construction work. The plans will be approved within 14 days from date of contract awards. No access will be granted to site if the required documents safety file is not submitted.

3.2 Environmental constraints and management

- a) The contractor and or supplier shall have a documented and implemented environmental management system e.g. environmental policy, operational procedures relating to their activities, aspects/impacts register etc.;
- b) The *Contractor* and or supplier shall prepare an environmental management plan relating to their activities that will be carried out. The environmental Management Plan shall be based on, amongst others, Eskom Lethabo Power Station's EMP and any other applicable environmental legislation. The environmental management plan must include all the aspects and impacts relating to the *Contractors* activities.
- c) The *Contractor* and or supplier shall comply with all Eskom Lethabo Power Station environmental requirements such as policies, standards and procedures;
- d) The *Contractor* shall appoint trained and competent personnel in writing, who will have the responsibilities of implementing all environmental requirements on a specific contract;
- e) Non-conformance and incident reporting and investigations shall be done by the contractor.
- f) Polluter pays principles shall apply to all *Contractors*. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land and the cost associated with that.
- g) Eskom Lethabo Power Station shall issue non-conformances where there are deviations from Lethabo Power Station Procedures and any other environmental requirements;
- h) The *Contractor* and or supplier shall allocate funds for the implementation of environmental requirements.
- i) Adherence to the 'Duty of Care' as stipulated in section 28 of the National Environmental Management Act 107 of 2008
- j) All incident shall be managed according to Eskom Environmental incident management procedure-240-133087117
- k) Waste management procedure and colour coding shall be adhered to at all times
- l) The *Contractor* shall follow the Alien and Invasive species control plan for Lethabo Power Station

3.3 Quality assurance requirements

- The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises. The contractor shall be subjected to scheduled assessments/audits if Eskom deems it necessary.

- The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.
- By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Base requirements: The Contracting Company must have qualified personnel to conduct both sampling and analysis, on a minimal the personnel should have a degree in Hydrology or Geohydrological related field. And must be registered with a recognised professional body.

Employment of local people

Eskom holdings Limited's requirements regarding employment of semi-skilled workers are as follow:

"Lethabo power station requires that during recruitment of unskilled or semi-skilled labour, a *Contractor* or its subsidiaries should make every effort to employ minimum target of 50% suitable candidates from all disciplines from local community(Dipaleseng municipality)and will only resort to other avenues if the local community cannot provide the requisite resources. To engage in the above recruitment process, you may contact the local Eskom HR Manager at 017 779 8861".The *Contractor* shall under no circumstances be allowed to recruit labour(s) at Eskom Lethabo main security gate.

Restrictions on the utilization of local laborers

The *Contractor* will be requested by the *Employer* to submit details of the qualifications, proof of residence and experience of all individual workers for each category of personnel and specialists for which a rate has been submitted any work commences.

4.1.2 BBBEE and preferencing scheme

Is this procurement considered to be a designated sector as confirmed by National Treasury and DTI, in terms of the PPPFA?	No
If not a designated sector, is Eskom required to make application to National Treasury and the DTI to authorise the designation of the required assets / goods?	No
If a designated sector, confirm the threshold to be applied to local content.	N/A
Provide the number and names of Black-owned suppliers expected to participate, if the procurement will be sourced via tendering.	N/A
State if any local-to-site targets, sub-contracting targets, skills development targets, job creation targets or local manufacturing opportunities will be applied and the methodology for evaluation thereof.	

Supplier Development & Localisation's mandate is to achieve maximum and sustainable local development impact through leveraging Eskom's procurement spend in a manner that allows flexibility within the business in order to accommodate government local development initiatives and policies. This shall be achieved by positively influencing the following KPI's: Local Content, Skills Development, Supplier Development, Job Creation and Industrialization. As a State-Owned Enterprise, Eskom is increasingly utilised as a front line implementation channel for the concept of a "Developmental State" as such the following strategy shall apply:

Prequalification Criteria (Mandatory)

The following prequalification criteria is applicable is in terms of regulation 4(1) (a) and (c)(i to vii) and 4(2) of the PPPFA regulations 2017:

- a) Only Companies with B-BBEE level 1 - 4 are eligible to tender

A tender that fails to meet any pre-qualifying criteria stipulated in this document is an unacceptable tender.

- a) Mandatory documents to be submitted with the tender:
- b) B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:
- Tenderers other than EMEs/QSEs: Verification agencies accredited by SANAS; or
 - Tenderers who qualify as EMEs: Sworn affidavit signed by the EME representative (deponent) and attested by a Commissioner of Oaths.
 - BBBEE Certificate indicating the mentioned level
 - *Suppliers/Contractors* with at least 51% black ownership shall submit certified copies of Cipro/CIPC registration documents, shareholders certificate, and directors' identity documents together with their shareholders/joint venture agreement.
 - Companies claiming to be owned by Black People Living with disabilities shall submit medical certificates which will indicate that the owners of the companies are living with disabilities.
- c) "Eskom reserves the right to award to a supplier who may not be the highest scoring or highest ranked supplier, in line with Section (2) (1) (f) of the PPPFA."

Suppliers shall be allocated points in accordance with the Preference Points Scorecard (Figure 1) shown below and 80/20 preference point system will be applicable.

Tenderers who do not submit B-BBEE certificate (verified by a SANAS accredited verification agency) or a valid Affidavit or non-compliant contributors to B-BBEE will be disqualified from the tender process.

Suppliers shall be allocated points in accordance with the B-BBEE Evaluation Scorecard shown below and 80/20 preference point system will be applicable.

Where

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

- d) P_s = Points scored for price of tender under consideration
- e) P_t = Price of tender under consideration
- f) P_{\min} = Price of lowest acceptable tender.

BBBEE

Suppliers will be evaluated against their valid and accredited BBBEE verification certificate and points will be allocated according to the BBBEE Evaluation Scorecard (Figure 1) shown below.

Figure 1: BBBEE Evaluation Scorecard

BBBEE Level	Score points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

Skills Development

Suppliers shall develop the following skills as a direct result of this contract.

Skills Type	Proposed by Eskom	Proposed by Tenderer
Analyst	1	

Skills candidates shall be currently unemployed graduates from any tertiary institution. These candidates shall also be representative of the population demographics of South Africa.

The process of developing these skills shall be through the participation by suppliers directly and also by involving their supply network. In certain cases, the SETAs accredited training providers can be approached to participate in developing critical and scarce skills.

Note that these targets for skills development candidates categorically exclude Eskom employees and registered learners. The suppliers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Suppliers also are advised to approach their relevant SETAs to access grants, subsidies and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives.

Note:

The skills development candidates shall be sourced from previously disadvantaged Communities. *Suppliers* must provide a skills development program/plan which will be used for monitoring purpose

Job Creation

With labour forming a large portion of the total project cost, job creation is an important consideration in setting up the panels. The expectation will be that the contractors will have a core team, which will be made up of specialised skills that cannot be sourced in the areas surrounding site. It will be required that all semi-skilled and unskilled labour that will be utilises in executing the works should be sourced from areas local to site where the substation is located.

Job creation proposal by tenderers does not form part of the tender evaluation criterion. It is however, part of Eskom's contribution towards the Government's job-creation initiatives as contained in the New Growth Path (NGP) and the National Development Plan (NDP).

Eskom has made a number of empowerment commitments to the local communities surrounding the areas where construction activities are conducted; amongst these are commitments to utilise local labours from the area within which the project is taken place. In doing this, Eskom is seeking to ensure that the local communities benefit from its procurement spend, through wealth generation, capacity development, and job creation within the host community.

All tenderers are required to propose to Eskom the number of all labourers that will be sourced the local ward (and the broader local municipal district).

Suppliers should mention the number of jobs created and retained as a direct result of the contract. The exact number of jobs will be negotiated with the successful supplier.

To be completed by Tenderer

Number of jobs to be created as a result of this contract	
Number of jobs to be retained as a result of this contract	

Please note:

A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

The *Contractor* does not procure the services of subcontractor without prior written approval of the *Service Manager*.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* is to prepare subcontract documentation, in line with the NEC system.

4.2.3 Limitations on subcontracting

The *Contractor* shall not subcontract more than a 25% of the whole of the contract. All Sub *Contractors* are to be *Employer* approved *Contractors* / vendors / suppliers. If the *Contractor* is uncertain of the approval status of the *Contractors* / vendors / suppliers the *Contractor* formally requests from the *Service Manager* confirmation of the status.

The *Contractor* does not procure the services of *Contractors* / vendors / suppliers without the prior approval of the *Service Manager*. Furthermore the contract between the *Contractor* and the subcontractor must be aligned with these contracts.

No work shall commence without all employees having done safety and medical checks prescribed by the *Employer*. *The Contractor must submit a safety file at the inception of this contract. The Contractor* complies with all site regulations issued by the *Employer*

4.2.4 Attendance on subcontractors

N/A

4.3 Plant and Materials

4.3.1 Specifications

All Specifications are in the Description of Works, the *Contractor* should also note the following:

The *Contractor* implements a quality system and maintains the quality system until the completion of the whole of the works. The system, will as a minimum, comply with the provisions of the ISO 9001:2000 series. The system will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work on site.

The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance with the system and standards as required by this contract. Any deviations will be corrected to the *Employer's* satisfaction.

The Service Manager has the right to stop the *Contractor's* work activities which, in the opinion of Service Manager, does not meet the requirements of the system and will have a detrimental effect on plant performance. The *Contractor* may only continue with work activities when all deficiencies have been corrected to the *Service Manager's* satisfaction. The *Contractor* shall have no claim against *Employer* in respect of delay due to the above.

The *Contractor* ensures that all the deliverables are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.

The *Contractor* will provide all relevant training records to the *Employer* to verify the competency of the staff.

The *Contractor* shall arrange the access permit for his/her employees at their cost.

The *Contractor's* employees shall do induction before commencing work at the *contractor's* cost.

The *Contractor* will work according to the *Employer's* standards, specifications, guidelines and procedures. Where no standards, specifications, guidelines and procedures are available, the *Contractor* will work according to the Generation Quality manual and professional guidelines.

The *Contractor* must ensure that all their equipment are calibrated before use on site and keep proof of the calibration certificate.

Procedures

Number	Title	Issued by
Act 85 Of 93	Occupational Health and Safety Act and as amended	<i>Contractor</i>
32-727	SHEQ Policy	<i>Employer</i>
PS010	Environmental Statement of Commitment	<i>Employer</i>
LBE23003PC	Environmental Non-conformance Investigation and Reporting	<i>Employer</i>
LBE22004	Waste Management Procedure	<i>Employer</i>
LBE22005	Environmental Spill Pollution Management	Employer
LBA00067	Safety, Health and Environmental Specifications for Contractors	Employer
	Eskom Cardinal Rules	Employer
	Site Regulations	Employer
EST0002	Eskom Approval of Personnel Performing Quality Related	Employer
EST0005	Special Processes on Eskom Plant	Employer
Procedure UI:32 - 93	Vehicle Specifications Refer to the Eskom Vehicle and Driver Safety Management, with specific reference to par. 2.2.1 – 5, 2.2.6 – 2.2.12, 2.2.15, 2.4.3, 2.4.6 and 2.7.1	Employer
LBE23006	Monitoring, Control and Eradication Plan for Invasive Species on Lethabo Power Station Land	Employer

4.3.2 Correction of defects

The *Contractor* corrects the notified defects as per the employer's instruction, and the employer will further advise on the repair method to be used

4.3.3 *Contractor's* procurement of Plant and Materials

The *Contractor* will present a list of all requirements to the *Service Manager* at the end of each month for approval. Once approval is received, the *contractor* will purchase the requirement via signed Task Orders

4.3.4 Tests and inspections before delivery

N/A

4.3.5 Plant & Materials provided “free issue” by the *Employer*

The *Contractor* will be allowed the use of the facilities of the employer’s main workshop for the purpose of work to be done under this contract. The *Contractor* will be required to facilitate the arrangements with the workshop supervisor if he wants to use the workshop.

The *Contractor* is only allowed to make use of the *Employer*’s facilities for the sole purpose of work performed under this contract.

All other tools and or material not stated here will be part the *contractor*’s scope of supply.

4.3.6 Cataloguing requirements by the *Contractor*

N/A

5 Working on the Affected Property

The *Contractor* complies with all site regulations issued by the *Employer*.

All work valued in accordance with the Price List unless otherwise specified. Actual quantities will be determined where applicable based on the requirements of each Task Order. The *Contractor* provides all necessary information required by the *Employer* to determine the cost at the assessment date for monthly costs and for each Task Order

The *Contractor* may use the Equipment he sees fit for the purpose as long as the use thereof does not damage or interfere with any Plant, building or roads. All equipment used shall be in good order and comply with all the relevant safety rules and regulations.

The *Contractor* and his employees are required to conduct themselves at all times in a proper and orderly manner while on the *Employer's* premises. The *Contractor* and his employees will, in particular, be required to refrain from smoking and cooking on the *Employer's* premises. It must be noted that the *Employer* will take immediate steps to institute criminal investigation in the events of any suspected criminal acts e.g. theft etc.

The *Contractor* is required to clean and remove any debris and rubble arising from any work done under any agreement originating from this Contract to ensure that the *Employer's* premises are left in a clean condition after doing any work. All building debris will be dumped at a dedicated site identified by the *employer*.

No asbestos-based products to be used in supplied materials or form part of any temporary works or plant and equipment brought onto the site.

The *Contractor* and its employees required to work onsite must first obtain the required access permit for site before commencing any work. This is obtained by completing a site specific induction, medical and associated paper work. No vehicles will be allowed access to site unless this has been pre-approved by the Project Manager / Security and a valid permit for vehicle access have been issued.

Only parts that meet the original manufacturer's requirements shall be used. The *Contractor* will be required to be accredited by the SABS to be able to issue the valid calibration certificates

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

Site Regulations

The *Contractor* provides security necessary for the protection of the Works at all times until the completion of the whole of the works.

The *Contractor* is informed of the access procedure though site Regulations and note that such procedures may change depending on the prevailing security situation.

All persons entering the Lethabo site pass through the control points at the main access gate and are required to have temporary permits that are issued to *Contractors* staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.

If any *Contractor's* staff are transferred from Lethabo or leave site. The person's permit is handed over to the supervisor. The *Contractor* ensures that personnel leaving site are transported out of the security area and that the permit is returned.

No firearms, weapon, alcohol, illegal substances and camera's (including cell phones with cameras) are permitted on site. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.

No "private work" is carried out for or on behalf of any Eskom employee.

The generator area and the other units are barricaded and out of bounds and only authorized persons are permitted. Areas outside the site are out of bounds to the *Contractor's* staff.

Under no circumstances shall the *Contractor* recruit outside Lethabo Power Station's security gate. An applicable local office for recruitment shall be used.

Note that the speed limit on the site is 40 kph. The vehicle permits to enter Power Station of any person contravening any traffic act on site is cancelled.

The *Contractor* complies with the Lethabo site regulations, a copy of which is available of perusal at the Project Manager's offices.

Any subject within the authority of the *Service Manager* may be addressed by a site regulation.

Before work starts on site, an inaugural meeting is held with the *Contractor* and the Project Manager to explain all requirements of the site regulations.

The *Contractor* is issued with file of current site regulations on arrival. The file remains the property of the *Service Manager* and the *Contractor* is responsible for its maintenance and updating as revised regulations are issued by the project manager.

Permits

The *Contractor* allocates staff to be trained and authorized as responsible persons according to *Employer's* plant safety Regulations and highly Voltage Regulations. These Responsible persons are available on site as and when required to take out permits to work.

No work commences inside the plant without the acceptance of the permit to work by the *Contractor's* responsible person and all workers sign the workman's register.

5.2 People restrictions, hours of work, conduct and records

It is very important that the *Contractor* keeps records of his people working on the affected property, including those of the subcontractors. The *Service Manager* shall have access to them at any time these records may be needed when assessing compensation events.

5.3 Health and safety facilities on the Affected Property

The *Contractor* provides, at his own cost, a First Aid service to his employees. In a case where this proves to be inadequate, like in an event of a serious injury. The *Employer's* medical Centre and facilities will be available to help.

The *Contractor* appoints the safety officer for all the safety related issues associated with works.

Outside the *Employer's* office hours, the *Employer's* First Aid services will only be available for serious injuries and life threatening situations.

The *Employer* will be entitled to recover the costs incurred, for the use of the above *Employer's* facility.

Any incidents that occur on the *Employer's* site shall be immediately reported to the *Employer*.

5.4 Environmental controls, fauna & flora

The *Contractor* manages the environmental aspects as follows, all drainage channels, pipes, workshop and mobile equipment are kept clean at all times. The *contractor* maintains the boiler associated structures for boiler 1-6 with all its facilities in a sound condition and ensures that it remains in the same condition as received and hands it back in the to the *Employer* in the same condition.

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* co-operates with Others in obtaining and providing information which they need in connection with the service and shares the Affected Property with them.

5.6 Records of Contractor's Equipment

All materials, Tools and Equipment's brought onto site are the responsibility of the *Contractor*, and shall comply with the *Employer's* policies and procedures. A proper system of recording these materials, tools and equipment must be in place and submitted for approval by the *Service Manager*. Differentiation must be made between materials, tools and equipment owned or hired by the *Contractor*.

Any Equipment, or appliances, used by the *Contractor* conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any Equipment which, in the opinion of *Service Manager*, does not conform.

5.7 Equipment provided by the Employer

The Contractor may use any Equipment he sees fit for the purpose as long as the use thereof does not damage or interfere with any Plant, buildings or roads. All equipment used shall be in good order and comply with all the relevant safety rules and regulations.

5.8 Site services and facilities

5.8.1 Provided by the Employer

Electricity

All points of supply requested by the *Contractor* are provided in terms of quantity and location at the discretion of the Project Manager.

No connection is made to the permanent installation at the Power Station without prior acceptance of the Project Manager.

No guarantees of the power supply quality are given and power supply outages of some duration may occur without warning. Planned outages are also a possibility. The *Contractor* makes arrangements at his own expense to improve continuity and quality of power where necessary for any reason.

220 and 380V power source will be available near the off –terrace site area .it is the *Contractor's* responsibility to connect to this power source and obtain statutory certificate of compliance for such a connection or installation. The use of this power supply is used to cater for the *Contractor's* office requirements and is not to be used for any construction purpose construction power is available to the *Contractor* within the main turbine and boiler house.

All installations or equipment connected to a supply of electricity provided free of charge by the *Employer* shall comply with all relevant safety regulations and equipment's. Failure to comply with the safety requirements may lead to immediate disconnection.

The *Contractor* shall provide, at his own expense, all temporary wiring and cabling to lead power from point of supply of distribution boards, to the various points where it is required, maintain same and remove of completion.

Compressed Air

Compressed air is available for the works. The variation of pressure in the air supply and or breakdown in the supply shall not be grounds for an extension of time or compensation if it causes a delay.

Water

The *Employer* provides a water connection point at the *Contractor's* off –terrace site yard. The *Contractor* provides at his own cost. All connection fitting, pipe work, temporary plumbing and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required. The *contractor* is responsible to maintain these facilities and to remove it at completion of the works.

The Project Manager does not guarantee continuity of supply and *Contractor* makes his own provision for standby supplies to maintain continuity of work. Claims of any nature relating to discontinuity of water are not considered.

Telecommunication

The *Contractor* provides his own Telecommunication facilities.

Roads

Main access roads are surfaced and complete and may be used by the *Contractor* with the necessary care; The *Employer* maintains the site roads, described above, to a fair condition. Any costs incurred by the Project Manager from damage caused to underground services, structures and the like as a result of the *Contractor* not using the prescribed routes, is recovered from the *Contractor*.

The *Contractor* provides temporary access points from the prescribed routes and roads to the points where the *Contractor* is required to perform work, having first obtained permission in writing from the supervisor.

Sanitary facilities

The *Contractor's* personnel are expected to make use of the station terrace sanitary facilities. The *Contractor* provides additional facility as required at own cost.

Medical facility

The *Contractor* provides, at his cost a first Aid service to his employees in the case where these prove to be inadequate, like in the event of a serious injury, The *Employer's* medical Centre will be available.

Outside the *Employer's* office hours, The *Employer's* first Aid services will only be available for serious injuries and life threatening situations.

The *Employer* will be entitled, however, to recover the costs incurred, for the use of the above *Employer's* facilities from the *Contractor*.

Safety and accident prevention

The *Contractor* will be familiar with the comply with Lethabo Power Station's safety policies and procedures .furthermore, the *Contractor* will comply with the provisions of the occupational health and safety act and in particular, the provisions of the construction regulations.

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 measure to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Contractor* will report any incident and accidents to Lethabo Power Station within 24 hours.

NOTE! This report does not relieve the *Contractor* of his legal obligation 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.

Confidentiality

This document in its entirety is for the sole use of the *Employer*. No part of this document may be discussed, Distributed, disseminated, copied or transmitted in any form to any third party without the prior consent of *Employer*.

Reclamation yard

Reclamation yard for concrete debris and rubble is situated 4km from the site area. The *Employer* shall ensure that the *Contractor* knows all the different reclamation yards for different wastes (i.e. Scrap, metal, etc.).

5.8.2 Provided by the Contractor

The *Contractor* provides accommodation and transport for all his employees engaged in the execution of the works. This includes the needs of his subcontractors.

5.9 Control of noise, dust, water and waste

All *Contractor* employees shall make use of relevant personal protective equipment (e.g. Noise-ear plugs & ear muffs, Dust- dust mask, Waste-Ensure that hazardous waste are disposed of in line with the applicable environmental legislation)

5.10 Hook ups to existing works

The *Contractor* shall adhere to all Eskom cardinal rules

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The *Contractor* shall do all inspections covered by the scope of work

5.11.2 Materials facilities and samples for tests and inspections

N/A

6 List of drawings

6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title
N/A	N/A	
N/A	N/A	