



## NEC3 Term Service Contract (TSC3)

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

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

for **Provision of Conservation Site Land and Wildlife  
Management for the Medupi Grootvallei  
Conservation Area in Lephalale**

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<b>Contents:</b>	<b>No of pages</b>
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**Vendor No.**  
**CONTRACT No. [Insert at award stage]**

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## PART C1: AGREEMENTS & CONTRACT DATA

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

### Offer

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

### **Conservation Site, Land and Wildlife Management Contract for the Medupi Grootvallei Conservation Area in Lephalale**

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	<b>As per Task Order</b>
	Value Added Tax @ 15% is	<b>As per Task Order</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>As per Task Order</b>

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:

<sup>1</sup> 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) \_\_\_\_\_ Amos Mboweni \_\_\_\_\_

Capacity \_\_\_\_\_ General Manager ERE (Acting) \_\_\_\_\_

**for the Employer** \_\_\_\_\_ Eskom Finance ERE, Land Disposal and Management  
Megawatt Park  
Maxwell Drive, Sandton  
(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	None	N/A

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	_____	Amos Mboweni
Capacity	_____	General Manager (Acting)
On behalf of	_____	Eskom Finance ERE
	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness	_____	_____
Date	_____	_____

## C1.2 TSC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
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
	Represented by:	[•]
	Tel No.	[•]
10.1	The <i>Service Manager</i> is (name):	Mr MM Taffa
	Address	Eskom Megawatt Park Office
	Tel	
	e-mail	
11.2(2)	The Affected Property is	Medupi Grootvallei Conservation Area in Lephalale
11.2(13)	The <i>service</i> is	Provision of Conservation Site, Land and Wildlife Management
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Matters notified as early warnings; and</li> <li>• Decisions resulting from risk reduction meetings.</li> </ul>
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	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 week</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>4 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>5 December 2022</b>
30.1	The <i>service period</i> is	<b>Five Years ending 3 December 2027</b>
<b>4</b>	<b>Testing and defects</b>	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
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>Once a month</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Monthly</b>
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands
<b>6</b>	<b>Compensation events</b>	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
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	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
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	[•] [•] [•]
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>INSURANCE TABLE</b>

Insurance against	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	As per the insurance policy document.
Project insurance	As per the insurance policy document.
Nuclear Public Liability	As per the insurance policy document.
Nuclear Material Damage and Business Interruption	As per the insurance policy document.
Nuclear Material Damage Terrorism	As per the insurance policy document.
General and Public Liability	As per the insurance policy document.
Environmental Liability	As per the insurance policy document.
Transportation (Marine)	As per the insurance policy document.
Marine Small Craft Liability	As per the insurance policy document.
Motor Fleet and Mobile Plant	As per the insurance policy document.
Cyber Liability	As per the insurance policy document.

83.1 The Contractor provides the insurances stated in the Insurance Table

The insurances provide cover for events which are at the Contractor's risk from the starting date until the end of the service period or a termination certificate has been issued

#### INSURANCE TABLE

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the Contractor to the Employer's property	<p>The replacement cost where not covered by the Employer's insurance.</p> <p>The Employer's policy deductible as at contract date, where covered by the Employer's insurance.</p>
Loss of or damage to Plant and Materials	<p>The replacement cost where not covered by the Employer's insurance.</p> <p>The Employer's policy deductible as at contract date, where covered by the Employer's insurance.</p>



		<table><tr><td>Loss of or damage to Equipment</td><td><p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p><p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance.</p></td></tr><tr><td>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</td><td><p><b><u>Loss of or damage to property</u></b></p><p>The replacement cost</p><p><b><u>Bodily injury to or death of a person</u></b></p><p>The amount required by the applicable law.</p></td></tr><tr><td>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</td><td>The amount required by the applicable law</td></tr></table>	Loss of or damage to Equipment	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance.</p>	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	<p><b><u>Loss of or damage to property</u></b></p> <p>The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b></p> <p>The amount required by the applicable law.</p>	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
Loss of or damage to Equipment	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance.</p>							
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	<p><b><u>Loss of or damage to property</u></b></p> <p>The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b></p> <p>The amount required by the applicable law.</p>							
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							
9	Termination	Three month's notice by either the Contractor or the Employer						
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 referring Party selects 2 (two) persons from the panel of NEC Adjudicators set up by the ICE-SA Division (or its successor body) of the South African Institution (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) and whose availability he has confirmed to act as the Adjudicator. The other Party selects 1 (one) of the 2 (two) nominees to be the Adjudicator within 4 (four) days, failing which the person chosen by the first party will be the Adjudicator. The parties appoint the selected Adjudicator under the NEC3 Adjudicator's Contract. If the Parties do not agree on an Adjudicator, the Adjudicator will						

		be appointed by the Arbitration Foundation of Southern Africa (AFSA).	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.	
W1.4(2)	The <i>tribunal</i> is:	arbitration	
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.	
	The place where arbitration is to be held is	South Africa	
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is		
12	Data for secondary Option clauses		
X1	Price adjustment for inflation		
X1.1	The <i>base date</i> for indices is	August 2022	
	The proportions used to calculate the Price Adjustment Factor are:	CPI on anniversary month of Contract	Years 2, 3, 4 & 5
X2	Changes in the law		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X4	Parent company guarantee		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
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 described in the Employer's insurance policy	
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"><li>the total of the Prices for Task Orders issued to date; and</li><li>the amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles</li></ul>	

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	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	3 months after the end of the <i>service period</i> .
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days of receiving the Task Order
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z11 always apply.</b>

**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 from the last sentence in core clause 61.3, "unless the *Service Manager* should have notified the event to the *Contractor* but did not".
- Z8.2 Add to core clause 62.3, "The *Service Manager's* reply which is an acceptance of a quotation for a compensation event may require the due authority of the *Employer*."

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- Z8.3 Add to core clause 62.5, "The *Service Manager* notifies the *Contractor* if the *Employer's* authority is required and includes in his notification any extension to the period within which he is required to reply to the *Contractor's* quotation."
- 

## **Z9 Employer's limitation of liability**

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

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

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

## **Z11 Ethics**

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

## **Z12 Communications**

- Z12.1 Add to the end of the first sentence in core Clause 13.1:  
"excluding communication by a communications protocol allowing the interchange of short text messages between mobile telephone."

## C1.2 Contract Data

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

#### Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):  Address  Tel No.  Fax No.	
11.2(8)	The <i>direct fee percentage</i> is  <b>Note: <i>direct fee percentage</i> is applied to the Defined Cost of other work</b>  The <i>subcontracted fee percentage</i> is  <b>Note: <i>subcontracted fee percentage</i> is applied to the Defined Cost of subcontracted work</b>	%    %  
11.2(14)	The following matters will be included in the Risk Register  <b>Note: The listing of risks on the Risk Register does not have the effect of fixing either of the parties with any particular risk.</b>	
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:	

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)



24.1 The key people are:

Please insert the name, job, responsibilities, qualifications and experience of its key people. Provide for additional key persons if necessary

Note: Ensure that the key people listed have direct involvement with the contract (not CEO, MD, ED's of company or parent company unless the individual has an active role in the contract)

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)	<p>The <i>price list</i> is in <b>Part 2: Pricing Data</b></p> <p><b>Note: The <i>price list</i> is used for payment purposes</b></p> <p><b>Please insert a reference to the list of activities prepared by the Tenderer which he expects to carry out in Providing the Services indicating a lump sum for each activity which requires such.</b></p>
11.2(19)	The tendered total of the Prices is <b>R</b>

### 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

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

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

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

### **Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

Item	Description	No. of staff	Hrs/month	Hourly rate	Cost + %	Price
1	Conservation Site Manager	1	180			
2	SHEQ Officer	1	90			
3	Assistant Conservation Officer (as the Supervisor)	1	180			
	Overtime – Monday to Saturday					
	Overtime – Sunday & Public holiday					
4	Senior Utilityman with Driver's Licence	2	180			
	Overtime – Monday to Saturday					
	Overtime – Sunday & Public holiday					
5	Utilityman with Driver's Licence	4	180			
	Overtime – Monday to Saturday					
	Overtime – Sunday & Public holiday					
6	Labourer	1	180			
	Overtime – Monday to Saturday					
	Overtime – Sunday & Public holiday					
	Equipment and Materials				Cost + %	
7	Defined Cost Mark Up					

The total of the Prices

Notes:

- Price quotes exclude VAT.
- The rates and prices are to remain fixed for the first 12 months of the contract period. Thereafter, the rates and prices will be subject to an annual adjustment on the anniversary of the contract.
- Work will be carried out on a Task-order basis, in terms of Option X19

**Contractor:**

.....  
PRINT NAME

.....  
SIGNATURE

.....  
DATE

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

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## Part 3: Scope of Work

### C3.1: Employer's service Information

#### 1 Description of the *service*

##### 1.1 Executive overview

The Employer requires the services of a labour force for Supply of Labour to perform Site, Property, Conservation and Risk Management Services and Activities on the Grootvallei Conservation Area (GCA) south of Medupi Power Station in Lephalale. These services consist of general land and conservation management and maintenance tasks but are not limited to these.

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

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

- Supplies staff;
- Supplies, maintains and repairs premises and equipment for maintenance purposes;
- Supplies spares for premises and maintenance equipment;
- Supplies all materials related to the provision of the service as outlined.

###### 1.2.1 Labour

The *Contractor* supplies **one (1) General worker** with the following minimum training and experience:

- Must have a minimum of 1 year work experience at a relevant site.
- Must be semi-skilled, literate and physically fit.
- Veld firefighting training experience.
- Valid first aid training (Level 2).
- SHE Rep experience.

The *Contractor* supplies **four (4) Utilityman** with the following minimum training and experience:

- Must have a minimum of 1 year work experience at a relevant site.
- Must be skilled, literate and physically fit.
- Must have a valid Tractor Drivers Licence.
- Must have basic technical skills i.e. repair leaks, repair and maintain fencing, mechanical equipment operation and daily maintenance.
- Must have tractor with implements, lawnmower, chainsaw, brushcutter and knapsack sprayer training and experience.
- Must have hazardous chemical substances training.
- Must have invader plant control experience.
- Veld firefighting training experience.
- Valid first aid training (Level 2).
- SHE Rep experience.

The *Contractor* supplies **two (2) Senior Utilityman** with the following minimum training and experience:



- Must have a minimum of 1 year work experience at a relevant site.
- Must be skilled, literate and physically fit.
- Must have basic supervisory skills and experience working in teams.
- Must have a valid Code C1, Tractor Driver's Licence, and Professional Driver's Permit.
- Must have basic technical skills i.e. repair leaks, repair and maintain fencing, mechanical equipment operation and daily maintenance.
- Must have tractor with implements, lawnmower, chainsaw, brushcutter and knapsack sprayer training and experience.
- Must have hazardous chemical substances training.
- Must have invader plant control experience.
- Veld firefighting training experience.
- Snake Identification and snake handling training and experience
- Valid first aid training (Level 2).

The *Contractor* supplies **one (1) Assistant Conservation Officer (Supervisor)** with the following training and experience:

- Minimum 3 years valid nature reserve management experience.
- National Diploma in Nature Conservation or equivalent.
- Must have a valid Code **EC1** or C1 driver's licence and Professional Drivers Permit.
- Must have experience in staff management and supervision.
- Must have technical skills i.e. basic repair and maintenance of pumps, irrigation, plumbing, fencing, mechanical equipment, etc.
- Full knowledge of the ISO 14000 environmental management system and operational requirements including risk management.
- Must have invader plant control experience.
- Report writing and office administration skills.
- Must know how to use GPS and maps.
- Snake Identification and snake handling training and experience
- Safety rep experience and must be fully conversant with the OHS Act.

The *Contractor* supplies **one (1) SHEQ Officer** with the following training and experience:

- Minimum 2 years valid ISO 18001 system experience.
- National Diploma in Safety Management or equivalent.
- Must have a valid Code **EB** driver's licence and Professional Drivers Permit.
- Must have experience in staff management and supervision.
- Full knowledge of the ISO 18001 safety file system and operational requirements including risk management.
- Incident and accident investigation, risk assessment and hazard identification, Supervisory SHE, SHERQMAT, SHEQ internal auditor training and experience.
- Report writing and office administration skills.
- Must be fully conversant with the OHS Act and SHEQ systems including ISO 18001 OH&SM.

The *Contractor* supplies **one (1) Conservation Site Manager** with the following training and experience:

- Minimum 5 years valid nature reserve management experience.
- Degree in Nature Conservation or equivalent.
- Must have a valid Code **EB** driver's licence.
- Manage the implementation and maintenance of the ISO 9001 Quality Management, ISO 18001 Occupational Health and Safety Management and ISO 14001 Environmental Management systems.
- Must have experience in staff management and supervision.
- Must have managerial skills i.e. planning, leading, organising and controlling, etc.
- Must have experience in managing Invasive Alien Plants and must be in possession of a valid Pest Control Operator's (PCO) licence.
- Report writing skills.
- Must know how to use GPS and maps.

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

**The *Contractor* will issue each staff member with the following PPE as necessary:**

- 2 pairs of overalls (pants and jacket) per annum,
- 1 raincoat once off,
- 1 pair of steel tip safety shoes per annum,
- 1 pair gumboots once off,
- 1 wide-brimmed hat for sun protection per annum,
- 1 cap once off,
- Safety glasses UV protected as required,
- 1 pair of gloves as and when required,
- 1 set of hearing protection as required,
- 1 pair of herbicide application overalls per annum to applicator/s,
- 1 Chainsaw pants, gloves and headgear per annum to operator/s.

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

### **1.2.2 Areas of Responsibility**

#### **1. Site Management Services**

Manage environment and enhance natural land  
Minimise risks in terms of environmental aspects  
Manage fire prevention programme  
Implement the Land Management Plan  
Scan for environmental impact assessments  
Oversee external security  
Daily inspection of entire perimeter fence, boreholes, pumps, drinking holes  
  
Manage and issue entrance control permits  
Assist with quotes for new developments/large maintenance  
Manage third party contracts

Develop, monitor, implement and maintain ISO 14001, ISO 9001, ISO 18001  
Interface with concerned persons/bodies  
Conduct game drives  
Develop and implement wildlife management plan  
Implement animal feeding when necessary  
Cleaning of facilities - Offices, ablutions, lookout points, parking areas, walking trails, roads

## **2. Property Management**

Act as landlord on behalf of Eskom  
Establish database - alien Invasive species clearing, poaching hot spots, protected species  
Manage and remove all alien invasive species  
Manage vegetation along roads and fences  
General site clean-up, waste and litter removal  
Manage maintenance and repair of roads and fences  
Vegetation rehab over previously disturbed areas  
Erosion rehabilitation  
Develop and implement anti-poaching initiatives and controls  
General game management - injured animal intervention and disease control  
Co-ordinate and oversee air census  
Annual monitoring of ecological carrying capacity - manage veld  
Advise on and project manage animal capture and relocation  
Monitor water quality and quantity  
Establish site for tourism and recreation  
Supervise sporting activities  
Initiate tourism and sporting events  
Vehicle management - game and site vehicles  
Prevent illegal encroachment and occupation  
Manage site facility plan and social development plan  
Manage third party use of land  
Oversee domestic waste removal as per Eskom policy

## **3. Conservation Related Activities**

Manage site as per legislation and Eskom environmental policy  
Update the land management plan  
Ensure all licencing and permit requirements are in place  
Act as ECO (environmental control officer) when necessary for new developments  
Conversant with all legislation and Eskom environmental policies  
Submit written monthly reports to Land Portfolio Manager  
Report noncompliance of any party contravening EMP or legislative requirements  
Provide and maintain historical and current trend analysis of veld condition  
Advise on environmentally responsible solutions to problems  
Maintain registers in support of ISO requirements  
Perform a stakeholder role on behalf of Eskom where required  
Liaise with and assist site users (students, visitors, contractors)  
Liaise with organisations - SAPS, Nature Conservation, SANParks, LEDET, etc.  
Animal census annually (air/land)  
Problem animal/wildlife capture and relocation

Snake handler

#### 4. Risk Management

Actively manage all risks related to the management of the site

Ensure adherence by all site visitors and staff to all national Safety, Health and Environmental legislation

Present Induction to all third parties entering the site

Investigate complaints from public and employees regarding land and environmental issues

Continually building relationships with key stakeholders within and outside Eskom

Ensure the maintenance and up keep of the safety file and statistics

### 1.3 Interpretation and terminology

#### Abbreviations

The following abbreviations are used in this Service Information:

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

## Terminology

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

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

## 2 Management strategy and start up

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

#### Management of Work Done by Task Order

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

- Labour,
- Equipment and
- Materials.

#### Management strategy and start up.

##### The *Employer's* task order system

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

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

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

### 2.2 Management meetings

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

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

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

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

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

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

The *Contractor* adheres to the *Employer's* procedures as required.

Information the *Contractor's* employee must supply:

- Identification document;
- Work permit (non SA citizens);
- Qualifications;

- Curriculum Vitae (CV);
- Criminal record history; and
- Proof of residential address.

### **Fraudulent Documents**

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

### **False Declarations**

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

### **Ethics**

Fraud, corruption, manipulation, bribery and extortion do not form any part of this contract, are specifically excluded from this contract and will not be tolerated under any circumstances for the full duration of this contract.

## **2.4 Documentation control**

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

### **Communications**

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

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

## **2.5 Invoicing and payment**

The *Contractor* ensures that the requirement in terms of Section 20(4)(C) of the Value Added Tax Act 89 of 1991 as amended by the Revenue Laws Amendment Act 45 of 2003, that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 10(4)(C), is adhered to.

No payment will be made on tax invoices not fully meeting this requirement.

**Eskom Holdings SOC Ltd**  
Finance Division  
Land Disposal and Management  
PO Box 1091  
Johannesburg  
2000  
Vat Registration number: 4740101508

All invoices must be emailed in .pdf format to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)

*Contractor* statements must be emailed to [statementseskom@eskom.co.za](mailto:statementseskom@eskom.co.za) as well as the Service Manager.

For any payment enquiries, please contact Eskom Finance Shared Service call centre on (011) 800 5060 or e-mail [FSS@eskom.co.za](mailto:FSS@eskom.co.za)

- Particulars to be included on the *Contractor's* Tax Invoice:
  - The name and address of the *Contractor*
  - The date of the invoice
  - An invoice number

- *Contractor's* VAT registration number (if applicable)
- *Employer's* VAT registration number
- Reference to Contract and/or SAP Task Order number
- The amount paid to date
- The value of the invoice split into payments as per the Price List
- A descriptive title of the service covered by the Invoice and/or the Contract's assessment number

To enable payment against each applicable SAP generated Task Order the *Service Manager* and the *Contractor* must sign next to each line acceptance of the service, Plant and Materials or goods delivered on the applicable SAP generated Task Order. The signed copy of this SAP generated Task Order is promptly returned to the *Service Manager*.

Payment is made by means of electronic transfer. The *Contractor* therefore provides his banking details to the *Service Manager* within one week of the Contract Date.

### **Invoicing schedule**

Services will be invoiced in accordance with the following schedule:

**Part 2:** Standard scope in accordance with task-orders upon work completion and after assessment by the *Service Manager* each month, and

**Part 3:** Compensation events after presentation of cost records and assessment by the *Service Manager* whilst complying with applicable NEC processes and timelines when required.

#### **Note:**

The above proposed invoicing may be changed provided a specific invoicing schedule has been agreed by the Parties and this must be done in writing, recorded and filed.

- All online and emergency services will be invoiced monthly and after assessment by the *Service Manager*, unless a specific invoicing schedule has been agreed by the Parties.

The *Service Manager* endeavours to approve all payment certificates through assessment of the SAP Task Order(s) within 14 days of work completion and/or receipt of cost records. The *Contractor* does not submit an invoice prior to obtaining the *Service Manager's* assessment.

## **2.6 Contract change management**

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

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

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

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

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

### **2.8.1 Equipment**



The *Contractor* is required to supply all Equipment and Vehicles which are not supplied by the *Employer* to provide the Service. All Equipment and Vehicles provided must comply with the *Employers* safety standards. All Equipment and Vehicles provided by the *Contractor* for the Service remain the property of the *Contractor* at the end of the service period.

### 2.8.2 Information and other things

None

## 2.9 Management of work done by Task Order

As per Point 2.1

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

### 3.1 Health and safety risk management

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

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

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

### 3.2 Environmental constraints and management

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

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

### 3.3 Quality assurance requirements

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

## 4 Procurement

### 4.1 People

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

##### **Utilitymen will have the following training and experience:**

- Must have one year relevant work experience at the respective work site.
- Must be semi-skilled, literate and physically fit.
- Experience in invasive plant species identification and eradication methods (Minimum 1 year) is a requirement for the utilitymen.
- Veld firefighting training experience.
- Valid herbicide usage training and experience.
- Valid brushcutter, chainsaw and lawnmower training.
- At least two (2) of the utilitymen must have valid first aid training (Level 2).
- One (1) of the utilitymen must possess a valid code EC1 driver's licence and must be an experienced tractor operator. This driver must also have a valid Public Drivers Permit.
- Three (2) of the utilitymen must possess a valid code EB licence and must be an experienced tractor operator.

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

- Must have one-year relevant work experience at the respective work site.
- National diploma in Nature conservation or other relevant field.
- Minimum 3 years valid nature reserve management experience.
- Must have a valid Code **EC1 or C1** driver's licence and Public Drivers Permit.
- Must have experience in staff management and supervision.
- Must have technical skills i.e. basic repair of pumps, irrigation, fencing, mechanical equipment maintenance etc.
- Must have alien vegetation clearing experience.
- Report writing skills.
- Must know how to use GPS and maps.
- Safety rep experience and must be fully conversant with the OHS Act.

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

###### **Day to Day duties:**

- Open up and lock up workshop every day. As per working hours. 07h00 in the morning and 17h00 in the afternoons.
- Update timesheets. File must be kept at office.
- Organize teams for the day. Brief general workers on daily tasks. Allocate vehicles and equipment. See that the right equipment for every task is issued.
- Check that equipment issued register is up to date and signed by everyone.
- Make sure the person that drives a vehicle or tractor and equipment does the inspection checklists, before leaving workshop.
- If it is a new task go out with team and explain exactly what is required.
- Visit the teams regularly during day and spend time at the work sites.
- Make sure vehicles, workshop and terrain are neat and clean.
- Assist Land Management Office where needed in day to day management and other duties and projects.
- Reporting of SHE incidents.

###### **Weekly & monthly duties:**

- Weekly meeting with Officer: Land Management.

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

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

The labourer, utilitymen, senior utilitymen and assistant conservation officer must have a minimum of one (1) year experience at the site.

- **Company Health and Safety**

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

- **Functionality (Technical Evaluation)**

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

## **4.2 Subcontracting**

Subcontracting will not be allowed for these Services. Subcontracting may however be allowed for infrastructure development projects and other works outside of this scope when required, based on the Employer's requirements.

## **4.3 Plant and Materials**

### **4.3.1 Specifications**

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

## **5 Working on the Affected Property**

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

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

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

All work will be performed during normal working hours, i.e. Monday to Friday from 07h00 to 17h00, with a lunch break of 1 hour. Additional hours may be required if emergencies occur (such as veld fires, poaching incidents, etc.). This requirement should be catered for. It will be the responsibility of the *Contractor* to ensure that his employees are on time for work.

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

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

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

The *Contractor* will ensure that his *site* supervisor takes full responsibility of this requirement.

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

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

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

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

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

### **5.3.4 Medical aid facility**

Casualty facilities are available at hospitals within a 25km radius.

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

The *Contractor* ensures that all plant and materials, *services* and *work* supplied in terms of this contract conform to all applicable environmental legislation and to the *Employer's* environmental specifications.

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

Storage and stockpiling of materials will not be permitted without the written consent of the *Officer: Land Management*.

The *Contractor* shall take every possible action and all reasonable effort to prevent or curb poaching and illegal hunting on the property.

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

Specific laws to be complied with:

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

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

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

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

## **5.6 Co-operating with and obtaining acceptance of Others**

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

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

## **5.7 Records of Contractor's Equipment**

All equipment and tools of the *Contractor* are allowed on the Site provided they are listed and specified before being brought on Site. This list serves as evidence for removal permits upon Completion of the *works*.

## **5.8 Equipment provided by the Employer**

Equipment and tools as per asset register are provided by the *Employer* for the execution of the works. These may or may not be sufficient for the provision of the service. The *Contractor* is responsible for maintaining all equipment and tools in a good working condition including servicing and maintenance. Monthly asset check to be done including all equipment and tools. Any equipment or tools damaged, stolen, lost or broken will be replaced by the *Contractor* at the *Contractor's* cost.

## **5.8 Site services and facilities**

### **5.8.1 Provided by the *Employer***

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

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

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

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

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