



NEC3 Term Service Contract (TSC3)

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

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

for The provision of a Horticulture and Alien invasive plants Management at Service at Grootvlei Power Station and Panfontein farms (including residential properties and Vaaldam Pump station)

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

The provision of a Horticulture and Alien invasive plants Management at Service at Grootvlei Power Station and Panfontein farms (including residential properties and Vaaldam Pump station)

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 or C	The offered total of the Prices exclusive of VAT is	R [•]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [•]
	Sub total	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is ¹	R [•]
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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*.

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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.

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

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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 and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]

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

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10.1	The <i>Service Manager</i> is (name):	Nomasonto Nsibande
	Address	Private Bag X Grootvlei 2420
	Tel	0177798995
	Fax	[•]
	e-mail	NsibanN@eskom.co.za
11.2(2)	The Affected Property is	Grootvlei Power Station
11.2(13)	The <i>service</i> is	The provision of a Horticulture and Alien invasive plants Management at Service at Grootvlei Power Station and Panfontein farms (including residential properties and Vaaldam Pump station)
11.2(14)	The following matters will be included in the Risk Register	The submission of the proposed site maintenance schedule within two weeks of the contract award date. MSDS inventory to be submitted for approval within two weeks of the contract award date. Compliance management plan to be submitted within two weeks of the contract award date. Should the above not submitted within the stipulated time frames clause X17 shall apply.
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	3 weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[•] weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	[•]
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	between the 25th day of each successive

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		month..
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	between the 25th day of each successive month
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. [●]</p> <p>2. [●]</p> <p>3. [●]</p>
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	

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20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	[•] weeks.	
C	Target contract with price list		
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	4 weeks.	
50.6	The <i>exchange rates</i> are those published in	[•] on [•] (date)	
53.1	The <i>Contractor's</i> share percentages and the share ranges are	share range less than [•] % from [•]% to [•]% from [•]% to [•]% greater than [•]%	Contractor's share %-age [•]% [•]% [•]% [•]%
53.3	The <i>Contractor's</i> share is assessed on (dates)	[•]	
E	Cost reimbursable contract		
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	weeks /months	
	The <i>exchange rates</i> are those published in	[•] on [•] (date)	
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	

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	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	the Chairman for the time being or his nominee	
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.	
12	Data for secondary Option clauses		
X1	Price adjustment for inflation		
X1.1	The <i>base date</i> for indices is	[•].	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		[•]	non-adjustable
		1.00	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X3	Multiple currencies		
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities	Other currency
		[•]	Maximum payment in other currency
		[•]	
		[•]	
		[•]	
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)	
		The items & activities will be paid in the other currency	
		- to a foreign Bank account nominated by the Contractor	
		- to a valid SARB approved CFC account in	

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South Africa

- in accordance with an alternative payment method agreed with the *Employer* before the Contract Date.

(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)

Part 3 Scope of Work, section C3.[•]

X12.2(1)

The *Client's objective* is:

[•]

X17 Low service damages

X17.1 The service level table is in [•]

Progress completion on monthly planned work.	0-80%	81 - 85%	86 - 90%	91 - 95%	96 -100%
Schedule (Planned v/s actual)					
Amount penalized	10 % of the monthly assessment claimed.	7 % of the monthly assessment claimed.	5 % of the monthly assessment claimed.	2 % of the monthly assessment claimed.	0% of the total monthly assessment claimed.

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	the total of the Prices other than for the additional excluded matters.

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	in connection with this contract, other than the excluded matters, is limited to	<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"> • 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	[•] 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	3 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

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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

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- 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.

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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.

- 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.

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- 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

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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.

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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, ie. 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 Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.</i>
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

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exposures, i.e. 10-minute TWA.

- Z14.1** The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2** Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3** The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4** In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5** The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6** The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7** Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.
- Z15** Employer's right to review the contract

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Z15.1 The Employer will review the contract as and when required and reserve the right to reduce the number of people or to terminate the contract if the service is no longer required.

Z15.2 The Employer reserves the right to terminate the contract when Grootvlei Power station stop operating before the contract expires

Z15.3 The Employer reserves the right to terminate the contract when the contract value is exhausted or finished before the end of the contract period.

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C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
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:	

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

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Job

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data including CVs) are in _____.

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(19)	The tendered total of the Prices is R _____
C	Target contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(20)	The tendered total of the Prices is R _____
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in _____

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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>	[•]

THE PROVISION OF A HORTICULTURE AND ALIEN INVASIVE PLANTS MANAGEMENT SERVICE AT GROOTVLEI POWER STATION AND PANFONTEIN FARMS (INCLUDING RESIDENTIAL PROPERTIES AND VAALDAM PUMP STATION)

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 and 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.
		(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.

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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.

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C2.2 the *price list*

Item	Resource Description	Unit	Quantity	Hrs/ Month	Rate	Total	No.of month	Total
	Section 1							
	Preliminary and General							
	Site Establishment							
1	Site Establishment (Once off)	sum	1				1	
2	Site De-establishment	sum	1				1	
	Health and safety related costs :							
3	Safety file (Once off)	sum	1				1	
4	Personal Protective Equipment (Annually)	annually	34				5	
5	Induction and medicals	annually	34				5	
	Transportation							
5	Bakkie long wheel base for equipment	km	3000				60	
6	Staff transportation and site transport (minibus) at a radius 80/km	km	3000				60	
7	Heavy duty Gardening Hose 3/4 inch diameter with connection clamp and 3x sprinklers	once off	3x150				1	
	Sub- Total 3							
	Section 2							
	Labour							
	Normal time							

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1	Site Supervisor	ea	1	173			60	
2	Assistant Supervisor	ea	2	173			60	
3	Skilled Utility man	ea	20	173			60	
4	Tractor driver	ea	2	173			60	
5	Garden workers	ea	4	173			60	
6	Office plant workers	ea	2	173			60	
7	She Officer	ea	1	173			60	
8	Environmental control officer (ECO to be seconded to Eskom)	ea	1	173			60	
9	Horticulture Admin Clerk	ea	1	173			60	
	Weekly Overtime Including Saturdays							
1	Site Supervisor	ea	1	30			1	
2	Assistant Supervisor	ea	2	30			1	
3	Skilled Utility man	ea	20	30			1	
4	Tractor driver	ea	2	30			1	
5	Garden workers	ea	4	30			1	
6	Office plant workers	ea	2	30			1	
7	She Officer	ea	1	30			1	
8	Environmental control officer (ECO to be seconded to Eskom)	ea	1	30			1	
9	Horticulture Admin Clerk	ea	1	30			1	
	Public Holiday Overtime and sundays							
1	Site Supervisor	ea	1	30			1	
2	Assistant Supervisor	ea	2	30			1	
3	Skilled Utility man	ea	20	30			1	
4	Tractor driver	ea	2	30			1	
5	Garden workers	ea	4	30			1	
6	Office plant workers	ea	2	30			1	

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7	She Officer	ea	1	30			1	
8	Environmental control officer (ECO to be seconded to Eskom)	ea	1	30			1	
9	Horticulture Admin Clerk	ea	1	30			1	
	Sub - Total 2							
	Section 3							
	CONSUMABLES - (as an when required)							
	FERTILIZER TREATMENT							
1	Lawn, plant and Flower fertiliser	m2	65000				15	
	POISONING TREATMENT - (as an when required)							
2	Herbicides	m2	70000				20	
3	Pesticides	m2	70000				20	
	PLANTING OF LAWN, TREES AND FLOWERS - (as an when required)							
4	Indigenous tress (once a year)	No.	20				5	
5	Office pot plants flowers	No.	23				15	
6	Garden flowers beds	No.	20				10	
7	Garden flowers - roses	No.	20				15	
8	Removal and management of invasive plants	ha	400				10	
9	Fire breaks networks maintenance (scraping or grating) once a year	km	30				5	
10	Grass cutting consumables	m2	60000				60	
	Sub- Total 3							

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	Section 4							
	Mobile Equipment							
1	2xTractors with grass cutting machine and one waste removal trailer	m2	80000				60	
	Sub - Total							
	Total							

The total of the Prices

PART C3: SCOPE OF WORK	1	C3 TSC3 COVER PAGE
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THE PROVISION OF HORTICULTURE AND ALIEN INVASIVE PLANTS MANAGEMENT SERVICE AT GROOTVLEI POWER STATION AND PANFONTEIN FARMS (INCLUDING RESIDENTIAL PROPERTIES AND VAALDAM PUMP STATION)

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1 Description of the service

1.1 Executive overview

The provision of horticulture and alien invasive plants management service at Grootvlei power station and Panfontein farms (including residential properties and Vaaldam pump station)

1.2 Employer's requirements for the service

Area Ref	Area Description	Area Size m	NOTE
L1A	INTENSIVE GRASS	286714	
	Main security entrance (Outside)	21573	
	Main Security Entrance (Inside)	33171	
	From Inside security Offices	78000	
	Office and Mechanical Workshops	220	
	Office Area and Island Around Power Station	32600	
	Training Centre and Transformer Oil Plant	1150	
	Main RD to Power Station from Balfour RD	120000	
L1B	SEMI INTENSIVE GRASS	920098	
	Area in Front of 400kV relay house	56000	
	Area In Front of 88kV Yard relay house	12000	
	From oil filtration plant to main stores right hand side of tar road, to the South Power Station Security fence, up to the Coal Conveyors West Side and Coal Plant Drive Houses including Workshops. Thermal insulation workshops ruin scrap yard.	150898	
	Coal stockpile Yard Area	170000	
	Outside Area / Terminal Reservoirs	20000	
	Helipad	1200	
	Access Road to old Ash dam and asbestos Dumping site & 6 Million Dam (3m Both sides)	10000	
	<u>Vaaldam</u>		
	Pump-station	500000	
L2A	PERIODIC GRASS	2900	
	V Trench (2m both sides of trench	2400	
	Balfour Pump Station Switch room	500	
	Salvage yard		

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L2B	LAND MANAGEMENT AND FIRE		
	Fire Break Roads Maintenance (3m both sides)	30KM	
L3A	FERTILIZER INTENSIVE	286714	
	All intensive grass areas	286714	
L3B	HERBICIDES APPLICATION	473980	
	Security fence Inside	90000	
	Sewage Plant Transformers Area	3000	
	Effluent Plant Area around pump Station and switch room	2000	
	Pollution Plant and Oil Skimmer Area, area around clarifiers and pump-house switch room	1000	
	Outside Area / AWR pump-house Area Surrounding the Electrical Switch room cluster valve and 6.6kV/ 380 volt transformers within palisade fencing	1600	
	Boreholes	400	
	Car Ports	40000	
	Transformer Area	500	
	Stock Pile Terrance Dam	30000	
	Helipad	1200	
	South Terrace Dam	30000	
	East Terrace Dam	40000	
	<u>Ash Pipelines</u>		
	Lines 1+2+3+4	54000	
	AWR towards 6 Million Dams	1200	
	6 Million Dams to East security fence	600	
	Coal stock pipeline (Black running towards Ash dam, 3m both sides)	15000	
	East Terrace Dam to East Security fence and Ash Dam (Green)	21000	
	V Trench around Ash Dams (3m both sides)	50000	
	Access to AWR Pump-house from Main Gate(1) (3m both sides)	15000	
	Cobble stone Dirt Road (Ash dam surrounding, 3m both sides)	60000	
	Brick paved walkway in and around station	6000	

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	<u>Vaaldam</u>		
	Intake	1000	
	Servitude (Pipeline, road and sludge dams)	8000	
	Transformer area & Invader control	80	
	Vaaldam Pipeline to Grootvlei Power Station	2400	
L4A	FLOWERBEDS	525	
	All Flower beds	525	
L4B	ANNUALS	1020	
	Fountain	500	
	Main building	20	
	Other Areas	500	
	Office Plants	15	
L5A	Pest control (As and when required)		
	Invasive plant management	400ha	Shall be assessed quarterly and measured annually but it is a monthly activity
	Fire break network maintenance(grating or scrapping	30km	Once a year and as and when needed

1.3 General Requirements

- 1.3.1 All work will be performed in a professional and workmanlike manner by experienced and well trained, uniformed personnel, utilizing clean, well-maintained equipment.
- 1.3.2 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.
- 1.3.3 Work performance will comply with the Occupational Safety and Health Act.
- 1.3.4 All mechanized equipment (power mowers, trimmers, edges, etc.) must be turned off if you encounter staff and or public visitors (within 10 meters).
- 1.3.5 All mowing and trimming devices must be petrol/diesel powered (no electrical). The service provider will not be permitted to utilize any electrical feeds from Grootvlei Power Station offices.
- 1.3.6 The Contractor will train all employees concerning the provisions of this contract and the need to prevent damage to the Employer's property, staff vehicles etc.

1.4 Lawn Maintenance

1.4.1 Mowing

- 1.4.1.1 Paper, trash, branches, flowers not associated with the specific area including all other debris will be collected prior to each mowing.

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1.4.1.2. *Contractor* will mow turf areas [as needed according to seasonal growth/on the following schedule: Annexure A.

1.4.1.3 No more than 1/3 of the leaf blades will be removed per mowing – *Contractor* will be expected to adjust the mowing height as appropriate and, if necessary, for different sections of the site. Mowing height will be according to grass type and variety per the following table:

Veld Grass	6cm
Kukuyu	3cm

Table 1.4.1.3

1.4.1.4 During periods of excessive rain and tall grass growth, the mower cut height may be raised.

1.4.1.5 All mowing will be conducted with a [reel/rotary/] mower.

- a. Mower blades will be sharp at all times to provide a quality cut and prevent tearing of the grass blades.

1.4.1.6 Mowing equipment and patterns (alternate directions each cutting where possible) shall be employed to permit recycling of clippings where possible and present a neat appearance.

1.4.1.7 *Contractor* will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, *Contractor* will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, *Contractor* will collect clippings until the disease is undetectable.

1.4.1.8 All areas with coping surrounding grass will require special treatment and consideration.

1.4.1.9 No coping is to be damaged by turf maintenance or removed to make maintenance “easier.” Mowers may not be operating when passing over coping.

1.4.1.10 Mowing specifications:

- 7m radius cutting area around transformers at both Vaaldam and Grootvlei Power Station.
- 2m both sides of Vaaldam sludge pipelines including servitude raw water pipeline
- All paved, concrete and tarred surfaces
- 5m radius around all boreholes (x15)
- Areas between inner and outer electrical fence for both Grootvlei Power Station and Vaaldam areas.
- 2m around and entire inner area of scouwer puts/air releases on pipeline from Vaaldam pump station to Grootvlei Power Station terminal reservoirs.
- 3m both sides of the ash lines.
- 3m both sides of the road running towards AWR pump house from main gate.
- 3m both sides of fire brake.
- 3m outer side of fences, East, South and Stock Pile Terrace Dams.
- 3m outer side of asbestos dumping site fence. Including access road to dumping area.
- Left and right hand side of main access road (R51) from Balfour to Grootvlei Power Station, 15m both sides.
- Entire terminal reservoirs' surrounding area including embankment of reservoirs.
- Grootvlei - all areas within station perimeter security fence including a 5m area around outer security fence.
- Vaaldam - all areas within perimeter security fence including a 5m area around outer security fence.

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1.5 Edging and Trimming

- 1.5.1 Grass adjacent to fixed objects shall be trimmed to the same height as the general turf. Trimming is to be done so that turf areas are not scalped.
- 1.5.2 Contractor will edge tree rings and plant beds, and all buildings, sidewalks, fences, driveways, parking lots, and other surfaced areas bordered by grass will be edged every other mowing during the growing season.
- 1.5.3 When trimming near the Employer's property and or staff property i.e. vehicles, the Contractor is responsible for ensuring that the rotation of the string causes the grass to be thrown back towards the operator. This will assist in preventing any objects thrown by the trimmer, such as rocks, sticks, etc., from being thrown towards the Employer's or staff property, thereby minimizing the potential for accidental damage.
- 1.5.4 Isolated trees and shrubs growing in lawn areas will require mulched areas around them (minimum 1m diameter, maximum 1,2 diameter) to avoid bark injury from mowers and filament line trimmers and to reduce root competition from grass. Establishment and maintenance of such mulched areas will be for the account of the Contractor.
- 1.5.5 Contractor will clean all clippings from sidewalks, curbs, roadways and or markers immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in sewer drains.
- 1.5.6 Contractor will ensure that grass clippings do not build up in the corners of build areas – otherwise over time there is a build-up of unsightly dead grass in these areas.
- 1.5.7 Under no circumstance will herbicides be used in lieu of appropriate edging and trimming, especially adjacent to buildings, walkways, fences, V trenches etc.

1.6 Fertilization

- 1.6.1 Contractor will fertilize turf areas as per the maintenance specifications attached. Fertilizer and composting will be supplied by the Employer to the Contractor for application including bedding and office plants as-and-when required without sterilizing the soil.
- 1.6.2 Complete fertilizers shall be granular in composition and contain 30% to 50% or more of the nitrogen in a slow- or controlled-release form. The ratio of nitrogen to potash will approximate 1:1 or 2:1 for complete fertilizer formulations (Examples: 15-5-15, 16-4-8, 15-0-15, 12-2-14, 14-3-14). The exact composition of the fertilizer shall be determined on the basis of good industry practice. While nitrogen fertilization is based on the desired growth rate and type of turf grass being grown, the phosphorus fertilization rate should be based on the analysis of a lawn soil sample and the recommendations obtained from it. The fertilizer shall also contain magnesium and micro-nutrients (i.e., manganese, iron, zinc, copper, etc.). Iron shall be in the sulphate, sucrate or chelated form.
- 1.6.3 Fertilizer will be swept off of walkways and pavements onto lawns or beds.
- 1.6.4 Since Grootvlei Power Station has no means of watering in fertilizer, the Contractor will apply at the appropriate season and when rain is anticipated within 24 hours.

1.7 Aeration

- 1.7.1 Turf grass areas in regions of clay and highly compacted soils require regular aeration. Aeration should be accomplished in the early spring.

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1.8 Pest Control

- 1.8.1 The *Contractor* will inspect lawn areas each visit for indications of pest problems and advise the Employer's representative of such problems.
- 1.8.2 The *Contractor* will keep records on pests identified and treatment(s) rendered for control.

2 Herbicides

Herbicide to be applied in an environmentally friendly manner to prevent the sterilization of soil and pollution of a water resource. Specific applications include cutting of invader trees, pruning, treatment of all paved, concrete and tarred surfaces and V trenches. Including the areas next to and beneath the Vaaldam sludge pipelines and servitude raw water pipeline from water intake pumps to Clarifiers.

Specific applications:

- 1m around Clarifier to prevent growth into Clarifier.
- Transformer areas for Vaaldam and Grootvlei Power Station surrounding areas.
- Vaaldam sludge pipelines including servitude raw water pipeline.
- All paved concrete and tarred surfaces.
- 5m radius around all boreholes (x15).
- Areas between inner and outer electrical fence for both Grootvlei Power Station and Vaaldam areas.
- Scouwer puts/air releases (approximately 35/7) on pipeline from Vaaldam pump station to Grootvlei Power Station terminal reservoirs.
- Terminal reservoirs' spillway concreted areas including herbicide application to poplar trees on the north eastern side of the reservoir surrounding.
- Herbicide application when cutting trees to prevent regrowth.

3 Landscape Plant Maintenance: Trees, Shrubs, Ground Covers

3.1 Fertilization

- 3.1.1 Shrubs, trees and ground covers planted less than 3 years shall be fertilized 4 to 6 weeks after planting and then two to three times per year for the following 3 years. Two of the annual applications are normally scheduled around March and September. A third application may be made during the summer. Rate will be 1 kg of nitrogen per 1,000 square feet per application.
- 3.1.2 Fertilizers should contain equal amounts of nitrogen and potassium, and 30% or more of both elements should be available in slow-release form. The fertilizer should also contain magnesium and a complete micronutrient amendment. The fertilizer analysis shall be similar to 8-2-8, 15-5-15, 14-3-14, 12-2-14, etc.
- 3.1.3 Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Fertilizer must be punched shallowly into the soil.
- 3.1.4 Individual, established trees and shrubs will receive annual fertilization as appropriate. In general, evergreen trees should be given a high nitrogen fertilizer such as ammonium sulphate, 21-0-0; deciduous shrubs, especially flowering ones, require phosphorus; and broad leafed evergreens should be given a balanced fertilizer such as 10-10-10.

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- 3.1.5 Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to the local cooperative extension recommendations.

4 Pruning

- 4.1 Pruning should only be done to remove dead or diseased branches, reduce foliage density or crossing branches, to improve the beauty of the plant through selective removal of a few branches, or to ensure safety of the Employer's or staff's and property.
- 4.2 Shrubs will be pruned with hand shears as needed to provide an informal shape, fullness and blooms.
- 4.3 All trees should be trimmed so a mower can get under and around them.
- 4.4 No pruning will be done during or immediately following growth flushes, branches will be pruned just outside the branch collar, and pruning paint will not be applied.
- 4.5 Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.
- 4.6 The *Contractor* will remove all litter from the surrounding area.

5 Mulching

- 5.1 All mulched areas will be replenished once a year during the winter months (Nov. - Feb).
- 5.2 Mulch should be maintained at a depth of not less than 10cm and not more than 20cm.
- 5.3 Mulch will not be placed against the trunks of plants.
- 5.4 Mulch will not be allowed to cover valve boxes, meters etc.
- 5.5 All curb, roadway and bed edges will be trenched to help contain the applied mulch. The *Contractor* is required to define all edges and taper or roll away the mulch from the edges.
- 5.6 The *Contractor* is responsible for remixing mulch in areas that are starting to show mold or rot and to ensure that mulch or other landscape bed materials are not mixing or creeping into turf areas.

6 General Maintenance

- 6.1 Monthly the *Contractor* will be responsible for manually pulling of any and all weeds in landscape beds (barked, stoned, and flower beds, including family plots), around curbs and coping, sidewalks, parking areas, and around trees that are barked or landscaped, fence lines, retaining walls, property lines – anywhere that weeds are growing. To maintain and watering of all office flowers
- 6.2 Monthly the *Contractor* will be responsible for removing all trash from bed areas and other high visibility areas, including walkways and parking areas.
- 6.3 All turf areas and planting beds (including shrubbery and planting areas) will be cleaned of leaves, weeds, trash, and any other debris during each visit of service.
- 6.4 A water tanker will be supplied by the *Employer* for the purpose of irrigation as-and-when required. The *Contractor* must provide own tractor for moving of water tanker to irrigation points. Irrigation could be required for existing and future bedding and trees such as for specific events e.g. Arbour Day, and irrigation for all office flowers as per schedule.
- 6.5 The storm water trenches refer to the runoff rainwater from terraces inside the security perimeter to the south and east terrace dams. The cleaning of these trenches includes the removal of all domestic litter and soil on a monthly basis. Cleaning and maintenance of the storm water drain leading to the main security gate outside the security fence to prevent storm water from diverting to site.
- 6.6 The cleaning of the ash dam trenches includes the removal of all domestic litter, soil and ash on a quarterly basis and cutting 3m on both sides of the V trench.

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- 6.7 All storm water channels including channels outside the main security gate to be cleaned and cleared from soil, rubble and vegetation, thus to avoid any blockages.
- 6.8 The contractor shall once a year before the fire season starts do scrapping and grading of the fire breaks networks around the Grootvlei power station property. And shall do fire breaks maintenance on quarterly basis

7 Optional Service Issues

- 7.1 All optional services will be by means of written instruction, supplementary to this contract and that agreement will specify the extent and cost of the proposed work. All such work, however, will satisfy these general requirements.
- 7.2 Annual Flowers
- 7.3 This contract includes the planting of flowers as-and-when required by the Employer.
- 7.4 The *Employer's* representative will approve all spacing of annuals prior to their planting.
- 7.5 Replacement of existing annuals will be done as-and-when required by the *Employer*. Major renovation of annual beds shall be accomplished once per year during September.
- 7.6 Replacement of dead or injured plants (material that is 25% dead or more shall be considered dead) due to pests or *Contractor* negligence will be done without cost to client.
- 7.7 Annuals and perennial bedding plants shall be fertilized monthly, at a rate of ½ kg of nitrogen per 1,000 square feet of area every 3-4 weeks. An optional fertilizer schedule would use a slow-release fertilizer such as Osmocote or Nutricote incorporated in the bed at planting, and applied thereafter according to label directions.
- 7.8 The *Contractor* will be responsible for weed control during rainy season.
- 7.9 The *Employer* might from time to time require new flower beds or garden features to be established, this requirement will be determined on an as-and-when required basis. This activity includes the removing of grass and undesired vegetation, preparation of soil, applying of fertilizer and herbicide, to be followed by the planting instruction from the *Employer*. The *Employer* will be responsible for providing the necessary flora and fertilizer for planting purposes by the *Contractor* who would also be responsible for the irrigation.

8 Areas of work

- 8.1 All the services as listed above together constitute a single task per square meter. Therefore when a task order is issued to service a square meter, the *Employer* requires all services as listed in the scope of work (Annexure A) to be provided jointly unless otherwise stipulated.
- 8.2 Refer to **Annexure A** for Areas of Work.

9 Frequency

- 9.1 Refer to be determined on the site management plan.

10 Disposal of garden refuse and domestic waste

- 10.1 All garden refuse and domestic waste generated from the execution of this contract are to be disposed of at a registered waste dumping site on a daily basis. No satellite stores will be entertained by the *Employer*. Such disposal is subject to presentation of the necessary documentation to the Site Environmental Officer of Grootvlei Power Station.

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11 Inspection and Acceptance of Work

- 11.1 The *Contractor* shall be responsible for notifying the *Employer's* representative as soon as practical after all work for the month has been completed as per site management plan. The contractor shall also be responsible to report work delays and a recovery plan
- 11.2 An inspection will be made by the *Employer's* representative within 24 hours of notification by the *Contractor* that work has been performed.
- 11.3 The *Employer's* representative will notify the *Contractor*, in writing, of any work that is not deemed acceptable. The *Contractor* will have 72 hours to repair, replace, or redo the specified work. Any damage to *Employer* or staff property caused by the *Contractor* will be for the account of the *Contractor*.
- 11.4 All work must meet the specifications of this agreement. The *Employer's* representative will be the final authority on acceptance, as well as any damage to Eskom and or staff.

12 Machinery

- 12.1 All equipment and machinery must be petrol/diesel driven and well maintained thus to prevent any bodily injury, or damage to staff, Grootvlei Power Station or third party property including pollution to land and water.
- 12.2 All equipment and machinery must be clearly identifiable as the property of the *Contractor*.
- 12.3 All equipment and machinery use in the execution of this contract must be operated and equipped to such an extent that any gas inhalation and exposure to the *Contractor's* and *Employer's* staff are minimized.
- 12.4 All equipment and machinery use in the execution of this contract must be operated and equipped to such an extent that the *Contractor's* and *Employer's* staff will have no exposure to flying objects resulting from the use of equipment, vehicles and machinery.
- 12.5 All areas of work must be barricaded and indicated with warning/danger indicating signs.
- 12.6 Should the risk exist that flying objects could cause bodily injury or damage to property the *Contractor* need to advise the *Employer's* representative and only once approval is obtained, would the *Contractor* be authorized to commence work in the relevant working area

13 Insurance, Licenses, Permits, and Liability

- 13.1 The *Contractor* will carry liability amounts and worker's compensation coverage required by law on his/her operators and employees and provides proof thereof to the *Employer's* representative within 5 days from date of contract award.
- 13.2 The *Contractor* will carry general liability insurance equal to the risk profile of the scope of work as defined.
- 13.3 The *Contractor* is also responsible for obtaining any licenses and/or permits (not limited to business licenses, pesticide licenses, etc.) required by law for activities doing work at a National Key Point. Any associated cost will be for the *Contractor's* account.
- 13.4 All work will be performed in a workmanship-like manner.
- 13.5 Situations which the *Contractor* may deem are his/her responsibility:
 - a. Any damage due to the operation of his equipment in performing the contract, to include damage to buildings, fences, walkways, curbs, coping, plantings etc.
 - b. Failure to comply with all laws pertaining to protected plant species.

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- c. Damage to plant material due to improper horticultural practices.
- d. Injury to non-target organisms due to application of pesticides.
- e. Any pollution on Eskom premises or its groundwater caused by waste oil, herbicides, or pesticides used by the Contractor.

13.6 Situations which the *Contractor* may deem are not his/her responsibility:

Death or decline of plant materials due to improper selection, placement, planting or maintenance done before the time of this contract.

- a. Damage due to improper irrigation/components existing at the time of contract execution.
- b. Exposed cables/wires or sprinkler components/lines normally found below the lawn's surface.
- c. Flooding, storm, wind, fire or cold damages.
- d. Disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation/components provided he/she reported these to the Employer's representative, or irrigation restrictions imposed by state authorities.
- e. Damage caused by or to any item hidden in the landscape and not clearly guarded or marked, fences, walkways, curbs and or coping.
- f. Damage due to vandalism.
- g. The Contractor is responsible for own transport of staff to and from relevant working areas.
- h. The Contractor is responsible for supplying vehicles, tools and equipment to fulfil contract obligations.
- i. The Contractor is responsible for the disposal of all garden refuse.
- j. The Employer will provide a demarcated area for daily storage of chemicals during use.
- k. The Contractor to provide all personal protective clothing and equipment.

13.7 Charges

13.7.1 The *Contractor* will furnish all labour and equipment for the performance of this contract.

14 Program evaluation

The *Employer's* representative will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The *Contractor* shall take prompt action to correct all identified deficiencies.

15 Contractor Qualification and Experience

15.1 The Contractor must be in possession of a recognized qualification as per the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No. 36 of 1947, and must provide the Employer with a copy of the certificate of registration or renewal annually.

15.2 National Diploma in Horticulture, or Nature conservation or Botany

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- Experience:
Minimum of five (5) years' experience in rendering horticulture services.

16 Staffing, equipment and storage

- 16.1** All staff would be required to undergo the required Safety, Health and Environmental site specific Induction program including medical examinations before the commencement of any work. Only on presentation of proof for the above will a site entrance permit be issued. Any costs associated with these requirements will be for the contractor's account and as such need to consider these costs with tender response.
- 16.2** All servicing of vehicles/equipment must be done offsite at the *Contractor's* premises.
- 16.3** No bulk storing of fertilizer/compost will be entertained within the perimeter of Grootvlei Power Station as this will only be applied on special request. All fertilizer and or compost are to be removed from site on a daily basis unless otherwise agreed with the *Employer's* representative.
- 16.4** Access control to areas for work as per Annexure A are to be pre arrange with the relevant contract supervisor. Certain controlled and or secured areas will be subject to special conditions of access control. Such conditions will be agreed with the issue of a specific task order prior to commencement of any work.
- 16.5** The *Employer* requires a site supervisor to accompany the working teams and or individuals at all times. The *Contractor's* site supervisor will be the direct interface with the *Employer's* contract supervisor on site and to that extent must have the ability to read, write, understand English and possess reasonable communication skills.

17 Exclusions

- 17.1** The *Employer* will not provide any electrical feed for the purpose of operating machinery and equipment.
- 17.2** The *Employer* will provide water tank and water for irrigation purposes.
- 17.3** The *Employer* will make a domestic waste skip available to the *Contractor* for disposal of litter.
- 17.4** The *Employer* will not entertain any overnight storage of chemical substances and must be removed from site daily.
- 17.5** The *Employer* is not responsible for providing any personal protective clothing and equipment (PPE).
- 17.6** The *Employer* is not responsible for providing any tools, spares, cleaning material, lubricants or fuels to the *Contractor* in maintaining vehicles and equipment and the use thereof.
- 17.7** The *Employer* is not responsible for providing any washing bay facilities for the purpose of cleaning vehicles, tools and equipment.
- 17.8** The *Employer* does not accept responsibility for any damage to the *Contractor's* machinery, equipment or vehicles as a result of the execution of this contract.
- 17.9** The *Employer* does not accept any liability for damage or failure to the *Contractor's* vehicles, equipment and machinery as a result of the execution of the scope of work of this contract by the *Contractor*.

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18 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AIS	Alien Invasive Species
EMP	Environmental Management Programme
NEMBA	National Environmental Management: Biodiversity Act
NEMA	National Environmental Management Act
MSDS	A 16 points Material Safety Data Sheets

19 Management strategy and start up.

19.1 The Contractor's plan for the service

- All work stipulated in the task order schedules issued by the employer.
- Complying with the Employer's administration programme.
- Compliance with all legal safety aspects shall be ensured
- Programmed maintenance will be carried out during the contractor's working hours
- The contractor provides a program and a resource schedule for the works and for each task order, bar chart or other reporting formats as may be required by the Employer are provided for all task orders indicating start date, inspections and completion date, resources and costs.
- The Contractor provides a Quality check plan (QCP) with hold points for the Employer to check and monitor progress.
- In case of any major breakdowns, a repair plan of action must be submitted to the Employer within 24 hours. Repair work to commence on the exact time agreed between the Employer and Contractor on his plan of action.
- All works as stipulated in the plan maintenance activity (PM) schedule issued by the Employer.
- A computer aided planned maintenance activity program will be generated for each specific type of equipment.
- Planning and Scheduling meetings will be held when necessary and the Employer will inform the Contractor of the format and time of those meetings.

19.2 Management meetings

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Discussions to take place as soon as a risk is notified____	Grootvlei Power Station	Contractor, Service Manager, Co-ordinator and Contracts supervisor
Overall contract progress and feedback	Weekly basis during Outages (Time to be announced)	Grootvlei Power Station	Contractor, Service Manager, Co-ordinator and Contracts supervisor
Daily Outage Progress	Time to be announced	Grootvlei Power Station	Outage Execution

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			Manager, Planner, Co-ordinator and Contracts Supervisor
Technical meeting	Monday, Wednesdays and Friday.	Grootvlei Power Station	Contractor and his employees
Contractor weekly safety meetings	Thursday during Outages (Time to be announced)	Grootvlei Power Station	Safety Officers, Supervisors, Outage planners, and Co-ordinator
Plant Safety walk downs	Tuesdays (Time to be announced)	Grootvlei Power Station	Supervisors and Co-ordinator

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.

19.3 Contractor's management, supervision and key people

The *Contractor* submits to the *Service Manager* an organogram showing his people and their lines of authority / communication. All of the *Contractors* supervision and key people must be authorised as per Eskom's Plant Safety Regulations, this includes but not limited to:

- Project Leader
- Supervisor
- Safety Coach
- Operators

19.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

19.5 Documentation control

Feedback required must include the following information for works or task completed or to be carried out:

- Summary of work done
- Estimated time duration with regard to the future work required
- Budget cost price with regard to the future work required
- Bill of materials with regard to future work required
- Criticality of the work

Data books completion and submissions as per Eskom standard and requirements please refer to QM 58 section 3.5.10.1 for contractors responsibilities with regards to Data Books

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19.6 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.

INVOICES:

All invoices to be emailed to:
invoiceseskomlocal@eskom.co.za

The invoice shall be addressed to Eskom Holdings SOC Limited as follows:
Eskom Holdings SOC Limited
Accounts Payable Department
Grootvlei Power Station
Private Bag X
2420 Grootvlei

VAT NUMBER: 4740101508

Name and address of the Contractor and the Service Manager;
The contract number and title;
The task order number
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;
Copy of task assessment signed by both the Contractor and the Service Manager

19.7 Contract change management

Refer to the NEC Term Services Contract Core Clause 6, in the event any changes to the contract must be managed. Change management process shall be adhered to at all times when a change arises.

19.8 Records of Defined Cost to be kept by the Contractor

N/A

19.9 Insurance provided by the Employer

Refer to NEC3 Terms Services Contract, Eskom Insurance policies.

19.10 Training workshops and technology transfer

N/A

19.11 Design and supply of Equipment

N/A

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

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19.12.1 Equipment

None

19.12.2 Information and other things

- a. i Service reports at the end of Task order
- b. iv Safety file at the end of service
- c. v Access cards and all other badges at the end of Task order
- d. All other reports that may be requested by the Employer

19.13 Management of work done by Task Order

Task order starting with a 45# series no will be issued to the Contractor before the commencement of the works. Refer to the NEC Document: Data by Employer Secondary Clause x19

20 Health and safety, the environment and quality assurance

20.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained provided in this contract packages

The Contractor shall adhere to all OHS Legal requirements, OHS corporate policies, standards and procedures to which Eskom subscribes and as indicated on the issued SHE specification.

The Contractor shall, when coming on site (Grootvlei Power Station), abide by the Cardinal Rules. These will be provided by the Employer on the start of the contract.

The Contractor shall abide by the Grootvlei's Safety, Health and Environmental Specifications for Contractors Procedure, 240-30008949, which will be provided by the Employer.

The Contractor shall, when coming on site (Grootvlei Power Station), make use of approved personal protective clothing such as overalls, safety shoes, safety hat, safety goggles, dust mask and gloves when necessary.

The Employer follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The Contractor is expected to fully co-operate to achieve this objective. The Contractor will report any incident and accidents to Grootvlei Power Station within 24 hours. This report does not relieve the Consultant 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.

The Contractor implements a safety plan and maintains the safety system until the completion of the whole of the works. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the Employer's satisfaction and will be accepted prior to the commencement of any work.

The Contractor will be subject to periodic audits by the Employer in order to ensure compliance with the plan. 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, is un-safe. The Contractor may only continue with work activities when all safety deficiencies have been corrected to the Service Manager's satisfaction. The Contractor shall have no claim against the Employer in respect of delay due to the above.

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20.2 Environmental constraints and management

For any environmental impact or influence from the contract. The supplier is required to comply with the national environmental management Act (act 107 of 1998) and its regulations: EH&S Incident Management Procedure 32-96, Environmental policies, procedures, specification and guidelines. The supplier is also expected to conform the ISO14001:2015 system of Grootvlei Power Station (disposables). The Contractor shall comply with the environmental criteria and constraints stated in Annexure

The *Contractor* shall comply with the environmental criteria and constraints provide in this contract package

20.3 Quality assurance requirements

The supplier shall comply with ISO 9001 quality requirements as well as supplier quality management specification (QM 58) 240-105658000. Activities will be monitored and verified via QCP, and should be in compliance with the Eskom QCP requirements. Contractor should avail itself for periodic audits as deemed necessary at any given time. All work performed should be of high quality standards according to the technical scope given, re-work should be avoided and could be penalised as per contract agreement

21 Procurement

21.1 People

21.1.1 Minimum requirements of people employed

Local residents from Dipaleseng Local Municipality to be prioritised if they meet the requirements

21.1.2 BBBEE and preferencing scheme

The BBBEE requirement are specified in the Supplier Development Localisation and Industrialisation target setting document

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

N/A

21.2 Subcontracting

21.2.1 Preferred subcontractors

30% shall be subcontracted to EMEs in accordance with SDL&I requirements

21.2.2 Subcontract documentation, and assessment of subcontract tenders

Subcontracted contractor shall comply with all Eskom and legal requirements and standards but shall remain the responsibility of the main contractor.

21.2.3 Limitations on subcontracting

Where the *Contractor* encounters scenarios where specialised work is required, subcontracting of such services is to be obtained in agreement with the *Employer*. Refer to the Supplier Development and Localisation Target Setting document.

21.2.4 Attendance on subcontractors

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Subcontractors shall remain the responsibility of the main Contractor. They shall adhere to the Employers code of ethics and comply with all the Employers requirements.

21.3 Plant and Materials

21.3.1 Specifications

Number	Title	Issued by
Act 85 of 1993	Occupational Health and Safety Act and Regulations	<i>Contractor</i>
	Basic Condition of Employment Act, 1997	<i>Contractor</i>
240-28981069	Environmental Policy	<i>Employer</i>
240-29828394	Waste management	<i>Employer</i>
240-30008949	Safety, Health and Environmental Specifications for Contractors	<i>Employer</i>
240-30008949	Mechanical, Electrical & Personal Protection	<i>Employer</i>
240-29129309	Injury/Accident Reports & Investigation	<i>Employer</i>
32-93	Eskom's Standard for Vehicle safety specification	<i>Employer</i>
32-421	Eskom Vehicle and driver safety management	<i>Employer</i>
240-29091616	Life saving Rules	<i>Employer</i>
240-39405720	Non – smoking policy	<i>Employer</i>
CIDB 6ME	Contractor Registration Certificate	<i>Contractor</i>
004/4830	Grootvlei Power Station Health and Safety Specification Rev 01	<i>Employer</i>
240-105658000	Supplier Contract Quality Requirement Specification	<i>Employer</i>
39-60	Contract Quality Policy Requirements	<i>Employer</i>
PGZ – 45-24	HAZOP Guidelines	<i>Employer</i>
GVLIR005	Control of Quality Plans	<i>Employer</i>
ISO 14001	Environmental Management System	<i>Contractor</i>
ISO 45001	Occupational Health and Safety Management System	<i>Contractor</i>
ISO 9001	Quality Management System	

21.3.2 Correction of defects

The contractor will be notified about the defects, and they shall be attended in one week

21.3.3 Contractor's procurement of Plant and Materials

The contractor shall provide equipment's and tools to ensure the execution of the scope

21.3.4 Tests and inspections before delivery

Inspection sheet for all equipment's and tools shall be made available to employer updated and valid

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

Crane and scaffolding will be supplied by the employer on request

21.3.6 Cataloguing requirements by the Contractor

N/A

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22 Working on the Affected Property

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

- 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 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.
- 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 event of any suspected criminal acts e.g., theft etc.
- The Contractor is required to clean and remove any debris, shrubs 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.
- No CFCs containing herbicides or pesticides shall be used on 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 has been issued.
- Only parts that meet the original manufacturer's requirements shall be used.

22.2 People restrictions, hours of work, conduct and records

- People are restricted to the Affected area only
- Normal working hours will be determined by the parties
- A standby roster will be determined by parties
-

Conducts

- The Contractor and his employees are required to maintain professional and ethical conduct at all times, that upholds Eskom values to the highest standard.
- Should the Contractor's employees be found to contravene the Eskom Values, Life Saving Rules and / or any of the afore- mentioned regulations, the Contractor must institute disciplinary action, which may include removal from site., until the disciplinary process is concluded.

Records

- The Contractor is expected to keep appropriate and sufficient records (including but not limited to) of his employees.
- Attendance Register
- Employee performance
- Contractor's performance
- SHE statistics
- Any other required records as communicated by the Employer.

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22.3 Health and safety facilities on the Affected Property

- The Contractor must familiarise his employees, with the location of Medical and emergency Services Facilities on the Affected Property.
- All other requirements and/ or facilities will be communicated by the Employer to the Contractor

22.4 Environmental controls, fauna & flora

The Contractor shall comply with the environmental criteria and constraints stated in the Grootvlei power station Document SHE specification, Grootvlei power station Environmental Management Requirements for Suppliers and Contractor's, as well as all applicable policies relating to the conservation of the Grootvlei fauna and flora.

22.5 Cooperating with and obtaining acceptance of Others

- Contractor shall share the Programme with the Employer so that it can be integrated to the Outage baseline programme.
- Contractor shall co-operate with other contractors and provide access when required.
- Should the Contractor request any interface with Others it will be co-ordinated by the Employer, should the need arise

22.6 Records of *Contractor's* Equipment

- The Contractor shall keep a proper detailed list of all Equipment brought to site.
- A copy of the list will be submitted to Eskom.
- Revised and updated list must be provided

22.7 Equipment provided by the *Employer*

Crane and scaffolding will be supplied by the employer on request

22.8 Site services and facilities

22.8.1 Provided by the *Employer*

- site Induction

22.8.2 Provided by the *Contractor*

- Vehicles
- Medical Clearance certificates
- Home-work-home transport
- SHE file prior to site establishment

22.9 Control of noise, dust, water and waste

- The Contractor will be required to use appropriate PPE at all times to mitigate and minimise exposure to noise and dust.
- The Contractor must treat the water as a scarce resource and recycle where possible.

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- The Employer advocates the appropriate disposal of waste to enhance recycling and ensure compliance.

22.10 Hook ups to existing works

Hooking up on heights is a non- negotiable lifesaving rule of Eskom. Grootvlei Power station applies Zero Tolerance to non- compliance of this rule or any other lifesaving rule. The same disciplinary process and procedure will be followed when any of the lifesaving rules has been breached.

The Contractor shall get permission to hook up to existing works from the Employer before hooking up

22.11 Tests and inspections

22.11.1 Description of tests and inspections

N/A

22.11.2 Materials facilities and samples for tests and inspections

N/A

23 List of drawings

23.1 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.

N/A