NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC Ltd**

(Reg No. 2002/015527/30)

and **[Insert at award stage]**

(Reg No. _____)

for **MANAGEMENT AND ERADICATION OF INVASIVE ALIEN SPECIES AT DUVHA POWER STATION FOR A PERIOD OF SIXTY (60) MONTHS**

Contents: **No of pages**

Part C1 Agreements & Contract Data **[●]**

Part C2 Pricing Data **[●]**

Part C3 Scope of Work **[●]**

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents: **No of pages**

C1.1 Form of Offer and Acceptance **[●]**

[to be inserted from Returnable Documents at award stage]

C1.2a Contract Data provided by the *Employer* **[●]**

C1.2b Contract Data provided by the *Contractor* **[●]**

[to be inserted from Returnable Documents at award stage]

C1.3 Proforma Guarantees **[●]**

C1.1 Form of Offer & Acceptance

Offer

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

MANAGEMENT AND ERADICATION OF INVASIVE ALIEN SPECIES AT DUVHA POWER STATION FOR A PERIOD OF SIXTY (60) MONTHS

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)

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*.

Name &
signature of
witness

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

Part C2 – Pricing Data

Part C3 – Scope of Work: Service Information

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

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

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

agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)		
Name(s)	.....	.....
Capacity	.....	.....
for the Employer	.....	.....
	..... *(Insert name and address of organisation)*	.....
Name & signature of witness	.....	Date .....

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

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

Note:

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

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

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by

the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the tenderer:	*For the Employer*
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	*(Insert name and address of organisation)*
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	**X1: Price adjustment for inflation** **X2: Changes in the law** **X17: Low service damages** **X18: Limitation of liability** **X19: Task Order** **X20: Key Performance Indicators**
	of the NEC3 Term Service Contract April 2013 (TSC3)	
10.1	The *Employer* 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.	**011 800 2224**
	Fax No.	**086 539 2773**
10.1	The *Service Manager* is (name):	**[●]**
	Address	**[●]**
	Tel	**[●]**
	Fax	**[●]**
	e-mail	**[●]**
11.2(2)	The Affected Property is	**Duvha Power Station**
11.2(13)	The *service* is	**MANAGEMENT AND ERADICATION OF INVASIVE ALIEN SPECIES AT DUVHA POWER STATION FOR A PERIOD OF SIXTY (60) MONTHS**

11.2(14)	The following matters will be included in the Risk Register	1. **Reinfestation from neighbouring properties.** 2. **Failure to achieve planned AIS reduction targets.** 3. **Delays in follow-up treatment of regrowth.** 4. **Failure of indigenous revegetation efforts.** 5. **Extreme rainfall and flooding.** 6. **Wildfire damage to treated and rehabilitated areas.** 7. **Herbicide shortages or supply-chain disruptions.** 8. **Incorrect herbicide application resulting in environmental damage.** 9. **Restricted access to treatment areas due to operational requirements.** 10. **Changes in environmental legislation or AIS regulations.**
11.2(15)	The Service Information is in	**Part 3: Scope of Work including all documents and maps to which it makes reference.**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**5 weeks**

2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
21.1	The *Contractor* submits a first plan for acceptance within	**2 weeks of the Contract Date**
3	Time	
30.1	The *starting date* is.	**1 April 2027 – The contractor may not commence the service prior to the start date provided**
30.1	The *service period* is	**Five Years - 60 Months**

4	Testing and defects	The following activities may be subject to inspection and acceptance: 1. Baseline Survey and Mapping Verification 2. Treatment Activity Inspections 3. Herbicide Application Audits 4. Waste Management and Disposal Audits 5. Monitoring and Reporting Reviews 6. Biodiversity and Specialist Assessment Reviews 7. Rehabilitation and Revegetation Inspections Defects include, but are not limited to: Planning and Reporting AIS Treatment activities Mapping and Data Management Herbicide Management Waste Management Rehabilitation & Revegetation Environmental Legislative Compliance
5	Payment	
50.1	The *assessment interval* is	**between the 25th – 28th day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**As per the Eskom Invoice Payment Procedure**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and** **(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 *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange**

		department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	**Compensation events**	**Changes to the service made by an instruction of the Service Manager to change the Service Information are compensation events. The procedure for accepting a Defect is stated in clause 44.** **An instruction to change the Service Information following acceptance of a quotation submitted under clause 44.1 is not a compensation event.** **A change to the Contractor's plan made at the Contractor's own request is not a compensation event. The Contractor shall ensure that the Scope Implementation Plan submitted with the tender complies with the requirements of the Scope and is sufficient to deliver the services throughout the contract period.** **No compensation event may be notified, assessed or implemented after the Completion Date of the service period.** **Additional compensation events are those stated in clause X19.10.** **In addition to the compensation events provided for in the Conditions of Contract, the following shall apply:** **The following events may constitute Compensation Events** **Changes in environmental legislation, regulations, permit conditions or statutory requirements affecting the provision of the service.** **A Service Manager instruction requiring the inclusion of additional management units, treatment areas or rehabilitation areas not identified in the Scope.** **The discovery of previously unidentified major infestations outside the defined management units which materially increase the quantity of work required.** **Employer-imposed restrictions that prevent access to work areas for extended periods and materially affect the Contractor's ability to provide the service.** **Exceptional weather events, including flooding, wildfire, severe storm events or other abnormal climatic conditions that materially affect service delivery.**

		Emergency invasive species control measures directed by a regulatory authority which were not reasonably foreseeable at the Contract Date. **Additional specialist investigations, surveys, monitoring requirements or reporting requirements instructed by the Service Manager which are not included in the Scope.** **The following shall not constitute Compensation Events** **Failure to achieve contractual performance targets.** **Failure to achieve Key Performance Indicators.** **Resource shortages.** **Labour shortages.** **Plant or equipment failures.** **Vehicle breakdowns.** **Herbicide procurement delays.** **Failure of subcontractors.** **Reinfestation within the defined management units.** **Regrowth of treated infestations.** **Failure of indigenous revegetation resulting from inadequate implementation or maintenance.** **Annual updates to the AIS inventory, GIS mapping, monitoring records or reporting requirements that are already included in the Scope.** **Additional work arising from inaccurate planning, pricing, programming, resource allocation or performance by the Contractor.**

7	Use of Equipment Plant and Materials	The Contractor may use Equipment, Plant and Materials provided by the Employer only for the purpose of providing the service and only with the prior approval of the Service Manager. **The Contractor shall:** Use all Employer-provided Equipment, Plant and Materials in a safe, efficient and responsible manner and only for activities associated with this contract. Ensure that all operators are suitably trained, competent and authorised to use the relevant Equipment or Plant. Comply with all applicable safety requirements, operating procedures and manufacturer's instructions when using Employer-provided Equipment or Plant. Maintain Equipment and Plant in a clean and serviceable condition during use. Immediately report any loss, damage, malfunction, defect or unsafe condition to the Service Manager. Not modify, alter or repair any Employer-provided Equipment or Plant without the Service Manager's prior approval. Return all Equipment, Plant and Materials to the Employer in substantially the same condition as received, fair wear and tear excepted. The Contractor shall be responsible for any loss of or damage to Employer-provided Equipment, Plant and Materials arising from negligence, misuse, unauthorised use or failure to comply with the requirements of the contract. The Employer does not warrant the suitability of any Equipment, Plant or Materials provided for the service and the Contractor remains responsible for planning and executing the service in accordance with the Scope. No claim for additional cost or time shall be made arising from the Contractor's reliance on Employer-provided Equipment, Plant or Materials, except where specifically instructed by the Service Manager and accepted as a Compensation Event in terms of the contract.
8	Risks and insurance	
80.1	These are additional *Employer*'s risks	Changes in environmental legislation. Changes in regulatory authority requirements. Significant expansion of treatment areas instructed by the Employer. Discovery of major infestations outside the original management units. Extended Employer-imposed access restrictions. Budget availability constraints. Exceptional weather events. Wildfires originating outside the Contractor's control. Public unrest affecting access to site. Changes to station operational requirements affecting implementation.

		Delays in Employer approvals. Delays in Employer-issued permits or authorisations (where Employer is responsible)

9	Termination	Without limiting the provisions of clauses 90 and 91 of the Conditions of Contract, the Employer may terminate the Contractor's obligation to Provide the Service where the Contractor: • Fails to maintain the minimum key personnel, qualifications, registrations or competencies required by the Scope. • Fails to replace key personnel within the period stated in the Scope after being instructed by the Service Manager. • Loses, allows to lapse, or has suspended any licence, registration, certification or statutory approval required to provide the service. • Commits a material breach of environmental legislation, permit conditions, herbicide application requirements or Eskom environmental requirements. • Causes environmental pollution, habitat damage or other environmental harm through negligence, wilful misconduct or failure to comply with the Scope. • Repeatedly fails to undertake Alien Invasive Species control, follow-up treatment, rehabilitation or monitoring activities in accordance with the Scope. • Repeatedly fails to comply with instructions issued by the Service Manager. • Repeatedly fails to submit reports, GIS updates, biodiversity specialist assessments or other deliverables required by the Scope. • Repeatedly fails to correct Defects within the period stated by the Service Manager. • Submits false, misleading or fraudulent information, including treatment records, monitoring data, GIS information, disposal certificates or performance reports. • Commits repeated or serious violations of health, safety or environmental requirements applicable to the service. Prior to termination under this clause, the Service Manager may instruct the Contractor to submit and implement a corrective action plan within a specified period. Failure to satisfactorily implement the corrective action plan may constitute grounds for termination. Upon termination of the Contract, the Contractor shall submit and hand over the following to the Employer: • Updated Alien Invasive Species inventory and status of all infestations. • Updated GIS data, maps and spatial records. • Treatment, monitoring and inspection records. • Herbicide application and usage records. • Waste disposal records and disposal certificates. • Biodiversity specialist reports and assessments. • Rehabilitation and indigenous revegetation records. • Updated Alien Invasive Species Management Plan.

		• Final contract close-out report detailing work completed, remaining infestations, rehabilitation status and recommendations. • All Employer-owned documents, records, permits, access cards, keys, equipment and information in the Contractor's possession. The Contractor shall also conduct a formal handover to the Service Manager, outlining the status of the programme, outstanding risks, unresolved infestations and recommended future actions.

10	**Data for main Option clause**	
A **Priced contract with price list**		
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**Four (4) weeks.**
11 **Data for Option W1**		
W1.1	The *Adjudicator*	**Is 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 *Adjudicator nominating body* 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 *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* is	**From the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**

	The place where arbitration is to be held is	**Witbank, South Africa**
	The person or organisation who will choose an arbitrator • if the Parties cannot agree a choice or • if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

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Data for secondary Option clauses

X1	**Price adjustment for inflation**	
X1.1	The *base date* for indices is	**November 2026**
	The proportions used to calculate the Price Adjustment Factor are:	

proportion	linked to index for	Index prepared by
35%.	Table C3 -Labour	SEIFSA C3 – All hourly paid employees
5%	Table L2B - Transport	Relevant fuel/transport index
15%	Table P3 - PIPS	PPI Chemicals / relevant materials index
15%	Table D3 – CPI	N/A
15%	Non Adjustable	
100%		

	• Rates are fixed and firm for the first twelve months of the contract start date, thereafter prices are subject to escalation contract price adjustment – (CPA) based on agreed Price Adjustment formulae	

X2	**Changes in the law**	Any change to applicable environmental legislation, regulations, standards, permit conditions or regulatory requirements during the Contract Period may result in a change to the Scope where such changes materially affect the monitoring, control, eradication, rehabilitation, reporting or compliance obligations of the Contractor. Any such change shall be managed in accordance with the provisions of Secondary Option X2 (Changes in the Law).

X17
Low service damages

X17.1 The *service level table* is below:

The contractor is liable for compliance to ALL Environmental, Safety and Related. Regulations associated with the scope of work. Should the contractor contravene any of such Regulations resulting to penalties by a Regulatory Body, the contractor shall be liable for such penalties.

Risk	**Effect**	**Remedy**	**Low Service Damage**
Use of inexperienced or unqualified personnel	Reduced quality of eradication activities and non-compliance with the Scope	Replace personnel with suitably qualified personnel within 10 Working Days	R5,000 and NCR per occurrence
Ineffective eradication practices resulting in failure to treat identified infestations	Reduced effectiveness of AIS control programme and increased regrowth	Re-treat affected areas at Contractor's cost within 30 days	R5,000 per affected hectare NCR will also be issued after 5 repeat occurrences
Uncontrolled regrowth resulting from failure to undertake follow-up treatment	Increased infestation levels and reduced programme effectiveness	Undertake corrective treatment within 14 days	R5,000 per untreated infestation area NCR will also be issued after 5 repeat occurrences
Failure to identify and report new infestations during routine inspections	Spread of AIS and increased future eradication costs	Update inventory and treat infestation within 30 days	R5,000 per infestation NCR will also be issued after 5 repeat occurrences
Failure to update the AIS Management Plan	Outdated management	Submit updated plan within 14 days	R10 000 per occurrence

	and associated records	information and ineffective planning		
	Late submission of monthly reports	Delayed monitoring of contract performance	Submit outstanding report within 5 Working Days	R2,000 per late report NCR will also be issued after 5 repeat occurrences
	Failure to submit annual GIS updates and AIS inventory updates	Inaccurate infestation records and monitoring information	Submit outstanding records within 14 days	R5,000 per occurrence NCR will also be issued after 5 repeat occurrences
	Failure to submit bi-annual biodiversity specialist assessments	Reduced oversight of eradication effectiveness	Submit assessment within 14 days	R10,000 per missed assessment NCR will be issued per occurrence
	Unavailability of key specialists required by the Scope	Delays in specialist services and assessments	Replace specialist within 10 Working Days	R5,000 per occurrence
	Unavailability of resources, plant, equipment or vehicles resulting in delays	Delayed execution of planned activities	Provide suitable replacement resources immediately	R5,000 per occurrence NCR will be issued per occurrence
	Inaccurate baseline assessment, mapping or infestation inventory	Incorrect planning and treatment activities	Correct and resubmit information within 14 days	R5,000 per occurrence
	Failure to comply with Service Manager instructions	Delayed implementation of the service	Comply with instruction within specified timeframe	R2,500 per occurrence
	Failure to provide disposal certificates for waste removed from site	Inability to verify legal disposal of waste	Submit certificates within 5 Working Days	R2,500 per missing certificate NCR will be issued per occurrence
	Failure to implement required rehabilitation and	Increased risk of re-infestation and ecosystem degradation	Complete rehabilitation works within agreed timeframe	R5,000 per affected hectare

	revegetation activities Low Service Damages shall not relieve the Contractor of the obligation to correct the non-conformance, complete the required service, or remedy the defect. Multiple Low Service Damages may be applied where separate service failures occur. Repeated occurrence of the same service failure may result in the initiation of the corrective action and termination procedures specified in the Scope. The issue of a Non-Conformance Report (NCR) does not relieve the Contractor of any obligations under the Contract. Repeated issuance of NCRs for the same or similar non-conformance, failure to close NCRs within the agreed timeframe, or the accumulation of five (5) major NCRs or ten (10) NCRs of any category within a rolling twelve (12) month period may be considered persistent non-performance. In such instances, the Service Manager may initiate the corrective action and default procedures provided for in the Contract, which may ultimately result in termination in accordance with Clauses 90 and 91.

X18 **Limitation of liability**		
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**the amount of the deductibles relevant to the event**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **the total of the Prices at the Contract Date** **and** • **the amounts excluded and unrecoverable from the *Employer*'s insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**the total of the Prices other than for the additional excluded matters.** **The *Contractor's* total liability for the additional excluded matters is not limited.**

		The additional excluded matters are amounts for which the *Contractor* is liable under this contract for • **Defects in any survey, assessment, mapping, inventory, report, management plan, methodology, recommendation or specification prepared by the Contractor.** • **Inaccurate GIS mapping, infestation inventories or monitoring records.** • **Failure to identify, report or appropriately manage Alien Invasive Species where such failure results from negligence, omission or non-compliance with the Scope.** • **Environmental pollution, contamination, habitat degradation or environmental damage caused by the Contractor, its employees, agents or subcontractors.** • **The use, storage, handling or application of herbicides, chemicals or hazardous substances.** • **Failure to comply with environmental legislation, permit conditions, authorisations or regulatory requirements.** • **Loss of or damage to property (other than the Employer's property, Plant and Materials).** • **Death of or injury to any person.** • **Fraudulent, inaccurate or misleading records, reports, certificates, claims, monitoring data or disposal records.** • **Infringement of any intellectual property right.** • **Failure to legally transport, handle or dispose of waste generated through the execution of the service.** • **Costs arising from remediation, rehabilitation, regulatory directives, fines or enforcement action attributable to the Contractor's acts or omissions.**
X18.5	The *end of liability date* is	**12 months after the end of the *service period*.**
X19 **Task Order**		
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**2 days of receiving the Task Order**
X20	**From the starting date to end date of the contract the Contractor shall report their performance on a monthly basis against each KPI as stated below:**	

	KPI	Measure	Target	Frequency
	Completion of Planned Treatment Areas	% of planned treatment areas completed in accordance with the approved programme	≥ 95%	Monthly
	Follow-up Treatment of Regrowth	% of identified regrowth treated within 30 days of detection	100%	Monthly
	New Infestation Response	% of newly identified infestations treated within 30 days	100%	Monthly
	Reporting Compliance	Submission of monthly reports by the due date	100%	Monthly
	AIS Inventory and GIS Updates	Submission of updated AIS inventory and GIS records	100%	Annually
	Biodiversity Specialist Assessments	Submission of required biodiversity assessments	2 assessments per year	Bi-Annual
	Rehabilitation and Revegetation Success	Establishment of indigenous vegetation in rehabilitated areas	≥ 70% establishment/survival rate	Annual
	Waste Disposal Compliance	Disposal certificates submitted for all AIS waste removed from site	100%	Monthly
	Legislative Compliance	Number of environmental regulatory non-compliances attributable to the Contractor	Zero	Monthly
	Closure of Non-Conformances	% of NCRs closed within the prescribed timeframe	100%	Monthly

Z	**The *additional conditions of contract* are**	**Z1 to Z14 always apply.**

Z1	**Cession delegation and assignment**
Z1.1	The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
Z1.2	Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.
Z2	**Joint ventures**
Z2.1	If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these

	persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
Z2.2	Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
Z2.3	The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.
Z3	**Change of Broad Based Black Economic Empowerment (B-BBEE) status**
Z3.1	Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
Z3.2	The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
Z3.3	Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.
Z3.4	Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	**Confidentiality**
Z4.1	The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
Z4.3	In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
Z4.5	The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.
Z5	**Waiver and estoppel: Add to core clause 12.3:**
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	**Health, safety and the environment: Add to core clause 27.4**
Z6.1	The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*: • accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property; • warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and • undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
Z6.2	The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7	**Provision of a Tax Invoice and interest. Add to core clause 51**
Z7.1	Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3	The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.
Z8	**Notifying compensation events**
Z8.1	If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
Z9	***Employer's* limitation of liability**
Z9.1	The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The *Contractor*'s entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer*'s liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.
Z10	**Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**
Z10.1	or had a business rescue order granted against it.
Z11	**Ethics**
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a

	financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z11.2	The *Employer* may terminate the *Contractor*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor*'s obligation to Provide the Services for this reason.
Z11.3	If the *Employer* terminates the *Contractor*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
Z11.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z12.1 Replace core clause 83 with the following:

Insurance cover 83

83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the *Contractor* to the *Employer*'s property	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
The *Contractor*'s liability for loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service	Loss of or damage to property The replacement cost Bodily injury to or death of a person The amount required by the applicable law.
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the *Employer*

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the *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.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1.

Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *direct fee percentage* is The *subcontracted fee percentage* is	**%** **%**
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the *Contractor*'s plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job:	

Responsibilities:

Qualifications:

Experience:

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

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

A	**Priced contract with price list**	
11.2(12)	The *price list* is in	
11.2(19)	The tendered total of the Prices is	**R**

Part 2: Pricing Data

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	3
C2.2	The *price list*	**3**

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the *price list* unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		• the Price for each lump sum item in the Price List which the *Contractor* has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

Clause 54.1 in Option A states: “Information in the Price List is not Service Information”. This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, “The

Contractor Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor*'s plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item no	Description	Unit	Quantity for contract duration(5 Years)	Rate	Amount
1	**Preliminaries and Generals**				
1.0	**Fixed Charge Items**				
1.1.1	Site establishment	sum	1.00		-
1.1.2	Site de-establishment	sum	1.00		-
1.2	**Time Related Items**				
1.2.1	Provision of Responsible persons as per the scope of work for contract duration	Months	60.00		
1.2.2	Office and storage sheds	Months	60.00		
1.2.3	Ablution and latrine facilities	Months	60.00		
1.2.4	Employee Transportation	Months	60.00		
1.3	**Compliance with OHS Act and Regulations (including the Construction Regulations, 2003)**				
1.3.1	Safety officer	Months	60.00		
1.3.2	Health and Safety Requirements for duration of the contract	Months	60.00		
1.3.4	Personal Protective Equipment (PPE) for the duration of the contract	Months	60.00		

1.3.5	Compliance to Enviromental requirement, Acts and Regulation	Months	60.00		
	Sub-total				**-**
2	**Project Management and Documentation**				
2.1.1	Survey the extent of the alien species infestation and submit a report. Documented reports to include classification of the invasive species and quantities of species	L/Sum	1.00		-
2.1.2	Monitoring of wetland and tracking the site condition to determine the health condition, for the duration of the contract	Monthly	60.00		-
2.1.3	A Bi-Annual Specialist biodiversity report study on the condition assessment	Bi-Annual	120.00		-
2.1.5	Invasive species control measures of invasive fauna and flora(including any alien animals, serpents,aquatic animals and herbicides) for the duration of the contract	Sum	1.00		-
	Sub-total				**-**
3	**Certificate and Test**				
3.1.1	Herbicide Testing for suitability of long term use	EA	5.00		-
	Sub-total				**-**
4	**Eradication, disposal, removal and Tuff trimming**				
4.1.1	Site Clearance including & waste disposal including submission of safe disposal certificates.	Ha	1 254.34		-
4.1.2	Removal of Alien Grass/Veld & grass maintenance at the raw water area and surrounds, including rehabilitation	Ha	353.10		-
4.1.3	Removal of alien trees/exotic tress (B) – including rehabilitation	Ha	51.30		-

4.1.4	Intensive eradication of alien plants in rehabilitated areas (ash dams) and surrounds including rehabilitation	Ha	78.41		-
4.1.5	Eradication and removal in transformed areas including rehabilitation	Ha	700.65		-
4.1.6	Removal of alien species in wetland habitats, including rehabilitation	Ha	70.88		-
	Sub-total				**-**
	Grand Total				**-**

The total of the Prices

Part 3: Scope of Work

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Service Information	30
	Total number of pages	

C3.1: Employer's service Information

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5.8 Control of noise, dust, water and waste ... **Error! Bookmark not defined.**

Description of the *service*

Executive overview

A suitably qualified and experienced Service Provider is required to conduct Alien Invasive Species (plants and animals) monitoring, control, and eradication for Duvha Power Station. The Contractor is also required to provide reporting, continual assessing and other services associated with the alien invasive species.

It is also required that the Service Provider provide the Power Station with a resource who will be responsible for Waste Management Monitoring for the Station.

It should be noted that the detailed Scope of work is annexed to this document.

Employer's requirements for the *service*

INTRODUCTION

Duvha Power Station has identified and began to manage numerous Alien Invasive Species (plants and animals) on its property. The management of the species in being conducted in line with the following legislation requirement:

In accordance with Section 4(2)(a) of the NEM:BA, it is the landowner's duty to eliminate and manage designated Invasive Alien Plants (IAPs) along with any other undesirable animal species that encroach upon the property. Duvha Power Station is obligated to oversee and preserve biological diversity. This entails taking measures to manage and remove Invasive Species from the areas that they possess or oversee.

CARA, (Conservation of Agricultural Resources Act No. 43 of 1983), is another pertinent legislation that mandates Duvha to control stated alien invasive plants on the premises. The aims of clearing alien invasive species are to avert, contain, and decrease the density and spread of established invasive alien species, to lessen their adverse effects on the environment, and to alleviate the detrimental impact on the environment by restoring ecosystems and habitats for biodiversity among various other advantages.

As part environmental conservation and legislative compliance Duvha aims to appoint a service provider to continue eliminating, controlling, and monitoring the spread of alien Invasive Species. The aim of this appointment is to ensure complete elimination of alien invasive species within the 60 months duration of the contract.

Interpretation and terminology

Controlled disclosure: Controlled disclosure to external parties (either enforced by law, or discretionary).

The following abbreviations are used in this Service Information.

Alien Invasive Plant Species: a species that is present in a region outside its natural range as a result of human action that has enabled it to overcome biogeographic barriers.

Biological control: the use of specimens of one species for the purpose of preying on, parasitizing on, managing, killing, suppressing, or controlling a specimen of another species.

Category 1(a): Invasive species requiring compulsory control. Remove and destroy. Any specimens of Category 1(a) listed species need by law to be eradicated from the environment. No permits will be issued.

Category 1(b): Invasive species requiring compulsory control as part of invasive species control programme.

Category 2: Invasive species regulated area. A demarcation permit is required to import, possess, grow, breed, move, sell, buy or accept as gift any plants listed as Category 2 plants. No permits will be issues for plants to exist in riparian zones.

Category 3: the use of species regulated by activity. An individual plant permit is required to undertake any of the following redistricted activities (import, posses, grow, breed, move, sell, buy or accept as gift). No permits will be issued for Category 3 plants to exit in riparian zones.

Control: any action taken to prevent the recurrence, re-establishment, re-growth, multiplication, propagation, regeneration or spreading of an alien species

Flora: The plants of a particular region, habitat, or geological period.

Fauna: The Fauna is the whole of animal life present in a particular region or time. The corresponding terms for plants and fungi are flora and fungi, respectively. Flora, fauna, fungi, and other forms of life are collectively referred to as biota.

Abbreviations	**Meaning given to the abbreviation**
SM	Service Manager
SHEQ	Eskom Safety, Health, Environment and Quality
QA	Quality Assurance
EMS	Environmental Management System
AIS	Alien Invasive Species
AIP	Alien Invasive Plants
NEMBA	National Environmental Management Biodiversity Act

Management strategy and start up.

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

The Scope of Work provides the Contractor with an activity schedule which forms the basis for planning, resourcing and executing the service. The Contractor shall ensure that all activities are undertaken in accordance with the applicable legislative requirements, licence conditions and the requirements of the Scope.

Within fourteen (14) days of the Kick-Off Meeting, the Contractor shall submit a detailed Scope Implementation Plan (SIP) to the Service Manager for acceptance. The SIP shall include, as a minimum:

- Activity schedules and timelines;
- Resource allocation and deployment plans;
- Roles and responsibilities of key personnel;
- Equipment and vehicle schedules;
- Herbicide management plans;
- Monitoring, reporting and rehabilitation programmes; and
- Milestones and deliverables for the duration of the contract.

The Contractor shall regularly review and update the Scope Implementation Plan to reflect actual progress and any approved changes to the service.

The Contractor shall notify the Service Manager immediately upon becoming aware of any matter that may delay or adversely affect the provision of the service. Such notification shall include the cause of the delay, the potential impact on the service and proposed corrective actions.

Failure to notify the Service Manager of known delays, risks or constraints in a timely manner may result in the application of Low Service Damages and the issue of Non-Conformance Reports (NCRs) in accordance with the Contract.

Management meetings

Before commencement of the service, the Service Manager shall convene a Kick-Off Meeting with the Contractor. The purpose of the meeting is to confirm the contract requirements, mobilisation arrangements, Scope Implementation Plan submission, communication protocols, programme, reporting requirements, safety and environmental requirements, access arrangements and responsibilities of the Parties.

Regular management meetings shall be convened throughout the service period as follows:

Title and Purpose	**Approximate Interval**	**Location**	**Required Attendance**
Kick-Off Meeting to confirm mobilisation, contractual requirements, programme, reporting arrangements and commencement of the service	Once, before commencement of the service	Duvha Power Station	Service Manager, Contractor, Contractor's Site Manager and relevant Employer representatives
Site Progress Inspection and Verification to confirm reported progress, treatment effectiveness, rehabilitation activities and compliance with the Scope	Monthly, before or after the Progress Review Meeting	Duvha Power Station treatment areas	Service Manager, Contractor's Site Manager and relevant technical representatives
Contract and Risk Review, including the Risk Register, Early Warnings, Compensation Events, contractual matters and KPI performance	Monthly	Duvha Power Station or MS Teams, where approved	Service Manager, Contractor and Contractor's Site Manager
Progress Review Meeting, including presentation and review of monthly reports, work completed, treatment targets, regrowth, rehabilitation, resources, constraints and planned activities	Monthly	Duvha Power Station	Service Manager, Contractor and Contractor's Site Manager
Biodiversity Specialist Feedback Meeting to present assessment findings, progress, emerging risks and recommendations for adaptive management	Bi-annually	Duvha Power Station or MS Teams	Service Manager, Biodiversity Specialist, Contractor and relevant subject matter experts
Annual Performance and Programme Review to assess annual progress, AIS reduction, rehabilitation performance, resource requirements, programme revisions and priorities for the following year	Annually	Duvha Power Station or MS Teams	Service Manager, Contractor, Contractor's Site Manager and relevant subject matter experts
Early Warning or Risk Reduction Meeting to consider matters that may increase the Prices, delay the service, impair performance or affect achievement of the contract objectives	As required	Duvha Power Station or MS Teams	Service Manager, Contractor and other persons relevant to the matter
Specialist, Technical, Incident or Emergency Meeting to address technical matters, environmental incidents, regulatory inspections, significant infestation outbreaks,	As required	Location determined according to the matter	Relevant Parties, specialists and subject matter experts

rehabilitation failures or other urgent matters			

Monthly Meeting Agenda

As a minimum, monthly contract and progress meetings shall address:

- Progress against the accepted Scope Implementation Plan and approved programme;
- Progress against monthly and annual treatment targets;
- Performance against the KPIs;
- Status of the Risk Register, Early Warnings and risk-reduction actions;
- Status of Compensation Events;
- Health, safety, environmental and quality performance;
- AIS treatment completed within each management unit;
- Follow-up treatment and regrowth management;
- New or emerging infestations;
- Rehabilitation and indigenous revegetation activities;
- Herbicide use and compliance;
- Waste removal and disposal documentation;
- Resource, equipment, vehicle and specialist availability;
- Defects, NCRs and corrective actions;
- Outstanding actions from previous meetings;
- Planned activities for the next reporting period; and
- Matters requiring an instruction or decision from the Service Manager.

Attendance

The Contractor's Site Manager, or an authorised representative accepted by the Service Manager, shall attend all scheduled meetings applicable to the service. Relevant specialists and responsible personnel shall attend meetings where their technical input is required.

Failure to attend a scheduled meeting without prior notification and acceptance by the Service Manager may result in the issue of an NCR where the absence affects contract administration or delivery of the service.

Site Inspections and Verification

The Service Manager may conduct site inspections before, during or after any management meeting to verify reported progress, areas treated, treatment effectiveness, regrowth, rehabilitation work, indigenous revegetation, waste management and compliance with the Scope.

The Contractor shall provide reasonable access to treatment areas, personnel, equipment, records, GIS information, treatment registers, photographic evidence and other supporting information required for verification.

Meeting Records and Action Tracking

The Contractor shall be responsible for recording all meetings associated with the service and shall:

- Prepare and circulate draft minutes within five Working Days after each meeting;
- Record decisions, discussions, actions, responsible persons and target completion dates;
- Maintain a consolidated meeting register and action tracker;
- Update the status of outstanding actions before each subsequent meeting; and
- Retain accepted minutes and action registers as contract records.

Where an attendee disputes the accuracy of the draft minutes, the attendee shall notify the Contractor and Service Manager within the period stated for review. The final minutes shall record any unresolved disagreement.

Contractual Status of Meeting Minutes

Meeting minutes and action registers are records of discussions, decisions and agreed actions only. They do not constitute:

- An instruction to change the Scope;
- Acceptance of a Defect;
- Acceptance of work or a deliverable;
- Notification or acceptance of a Compensation Event;
- A change to the Prices, programme or Completion Date; or

- An amendment to the Contract.

Any instruction, acceptance, notification or other contractual communication shall be issued separately by the person authorised to do so under the Conditions of Contract.

Contractor's management, supervision and key people

Contract Management Structure

The Contractor shall provide a contract-specific organogram before commencement of the service. The organogram shall identify all key personnel involved in providing the service and shall include:

- Full names and surnames;
- Position and role under the contract;
- Qualifications and relevant experience;
- Professional registrations or statutory certifications, where applicable;
- Lines of authority and reporting relationships;
- Delegated responsibilities and decision-making authority; and
- Contact details.

The organogram shall clearly identify, as a minimum, the Contractor's Contract Manager, Site Manager, supervisors, safety personnel, Pest Control Operator, GIS or mapping personnel, Biodiversity Specialist, rehabilitation or revegetation specialist where required, and any other key personnel necessary to provide the service.

The Contractor shall ensure that responsibilities are clearly allocated and that there is no ambiguity regarding accountability for operational delivery, supervision, health and safety, environmental compliance, quality control, reporting, GIS information, specialist assessments, rehabilitation and contract administration.

2. Changes to Key Personnel and Management Structure

The Contractor shall not remove, replace or materially change the responsibilities of any key person identified in the accepted contract organogram without prior written acceptance by the Service Manager.

Where a change becomes necessary, the Contractor shall submit the following information to the Service Manager before the proposed replacement assumes responsibility:

- The reason for the proposed change;
- The name and position of the proposed replacement;

- The proposed replacement's curriculum vitae;
- Certified copies of relevant qualifications;
- Evidence of relevant experience;
- Proof of applicable professional or statutory registration; and
- An updated contract organogram.

Replacement personnel shall possess qualifications, competence and relevant experience that are equal to or greater than those of the person being replaced and shall meet the minimum requirements stated in the Scope.

In an emergency where prior acceptance is not reasonably possible, the Contractor shall notify the Service Manager immediately and submit the required information within seven Working Days. Interim arrangements shall not compromise the proper supervision, safety, quality or continuity of the service.

Acceptance of replacement personnel by the Service Manager does not relieve the Contractor of responsibility for the competence, conduct or performance of its personnel.

3. Management and Supervision

The Contractor shall provide continuous and effective management and supervision at all locations where work is being performed.

The Contractor's Site Manager or an accepted competent supervisor shall be present on site whenever operational work is undertaken. The level of supervision shall be appropriate to the number of employees, work areas, treatment methods, environmental sensitivities and risks associated with the activities.

Management and supervisory personnel shall:

- Ensure that work is performed in accordance with the Scope, accepted Scope Implementation Plan, applicable legislation and site requirements;
- Allocate and coordinate personnel, vehicles, equipment and materials;
- Confirm that personnel are competent, medically fit where required, appropriately trained and authorised to perform allocated activities;
- Conduct pre-work briefings and communicate the activities, hazards, environmental controls and required outcomes to the work team;
- Ensure that task-specific risk assessments, safe work procedures and environmental controls are completed before work starts;

- Verify that appropriate personal protective equipment is available, suitable and correctly used;
- Monitor the quality and effectiveness of AIS control methods;
- Ensure that existing indigenous vegetation and environmentally sensitive areas are protected;
- Ensure that herbicides are handled and applied in accordance with approved methods, product requirements and applicable legislation;
- Verify completed work before it is reported or submitted for payment;
- Maintain accurate daily work, treatment, resource and inspection records;
- Identify and report delays, constraints, incidents, Defects and non-conformances; and
- Implement corrective action within the period instructed by the Service Manager.

The Contractor shall ensure that suitably authorised management personnel remain contactable during working hours and are available to respond to urgent operational, environmental or safety matters.

4. Pre-Work Planning and Risk Assessment

Before starting any activity, the Contractor's Site Manager or supervisor shall ensure that the work team:

- Understands the work to be performed and the required outcomes;
- Has received the relevant task instruction and toolbox talk;
- Has completed or reviewed the applicable risk assessment;
- Understands the environmental sensitivities and control measures applicable to the work area;
- Has access to the required equipment, materials, herbicides and personal protective equipment;
- Is aware of emergency arrangements and communication requirements; and
- Can perform the work safely and without avoidable harm to indigenous vegetation, water resources, infrastructure, property or the environment.

Where conditions change or new hazards are identified, the Contractor shall stop the affected activity where necessary and review the risk assessment and work method before continuing.

5. Personnel Competence and Training

The Contractor shall provide personnel who possess the competence, qualifications, experience, training and registrations required for their assigned responsibilities.

The Contractor shall maintain a competence and training register containing, where applicable:

- Qualifications and certificates;
- Professional and statutory registrations;
- Site induction records;
- Medical fitness records;
- Herbicide handling and application training;
- Equipment and machinery operator authorisations;
- Health, safety and environmental training;
- Toolbox-talk records; and
- Refresher-training records.

Only appropriately trained, competent and authorised personnel may operate vehicles, machinery and equipment or handle and apply herbicides.

The Service Manager may require the Contractor to remove or replace any person who does not meet the requirements of the Scope, performs work unsafely, fails to comply with site requirements, or repeatedly performs work below the required standard. The Contractor shall provide an acceptable replacement without disrupting the service.

6. Labour and Resource Requirements

The Contractor shall identify and provide all labour, supervision, specialists, vehicles, equipment, machinery, materials, herbicides, consumables and other resources required to provide the service.

The Contractor’s labour and resource plan shall:

- Align with the Scope Implementation Plan and activity schedule;
- Identify each labour category and the number of personnel allocated;
- Identify the activities and management units to which resources will be assigned;
- Account for simultaneous work fronts where required;

- Provide for annual and seasonal changes in workload;
- Provide for initial treatment, follow-up treatment, monitoring, rehabilitation and indigenous revegetation;
- Include contingency arrangements for absenteeism, staff turnover, equipment breakdowns and specialist unavailability; and
- Demonstrate that sufficient resources will remain available throughout the service period.

The Contractor shall not reduce key personnel, operational teams, specialist resources, vehicles or equipment where the reduction could adversely affect treatment targets, monitoring, follow-up control, rehabilitation, reporting, legal compliance or achievement of the accepted programme.

Any proposed material reduction or redistribution of resources shall be submitted to the Service Manager for prior acceptance and shall be supported by evidence that the service requirements and performance targets will continue to be achieved.

The Contractor remains responsible for the sufficiency of its resources. Acceptance of a resource plan by the Service Manager does not transfer this responsibility to the Employer.

7. Vehicles, Plant and Equipment

Before vehicles, plant or equipment are brought onto the Affected Property, the Contractor shall provide, where applicable:

- Vehicle and equipment register;
- Valid licence-disc information;
- Proof of roadworthiness;
- Inspection and maintenance records;
- Service plans or service schedules;
- Operator licences, certificates or authorisations;
- Insurance information where required;
- Emergency and recovery arrangements; and
- Any other compliance information reasonably required by the Service Manager.

The Contractor shall ensure that all vehicles, plant and equipment:

- Are suitable for the intended activity and terrain;

- Are maintained in a safe and serviceable condition;
- Are inspected before use;
- Do not leak fuel, oil, chemicals or other pollutants;
- Are operated only by competent and authorised personnel;
- Carry the required emergency, spill-response and fire-control equipment; and
- Comply with applicable legal and Duvha Power Station requirements.

Defective, unsafe or non-compliant vehicles, plant or equipment shall not be used. The Contractor shall remove or replace such items when instructed by the Service Manager.

Unavailability or breakdown of Contractor-provided vehicles, plant or equipment shall not relieve the Contractor of its obligations and shall not constitute a Compensation Event.

8. Preparation and Approval of Reports

All reports and technical deliverables shall be prepared, reviewed and approved by personnel who possess the qualifications and relevant experience appropriate to the subject matter.

Specialist reports shall be compiled and signed by a suitably qualified and experienced specialist in the relevant field. This includes, where applicable:

- Biodiversity assessments;
- AIS baseline and status assessments;
- GIS and mapping deliverables;
- Rehabilitation and indigenous revegetation assessments;
- Herbicide-related technical recommendations; and
- Other specialist studies required by the Scope.

Each report shall identify:

- The name of the compiler;
- The compiler’s role;
- Relevant qualifications;
- Relevant experience;
- Professional or statutory registration, where applicable;
- The name and designation of the reviewer or approver; and

- The date of compilation and approval.

The Contractor shall submit the qualifications, experience and applicable registrations of each report compiler or specialist to the Service Manager before the first report prepared by that person is submitted.

The Contractor shall implement an internal quality-review process before submitting any report. Submission of a report by the Contractor constitutes confirmation that the information has been checked for technical accuracy, completeness, consistency and compliance with the Scope.

Acceptance of a report by the Service Manager does not relieve the Contractor or the report compiler of responsibility for errors, omissions, inaccurate data or non-compliance.

9. Records and Availability for Verification

The Contractor shall maintain current records relating to its management structure, personnel, qualifications, training, registrations, vehicles, equipment, supervision and specialist appointments.

These records shall be made available to the Service Manager for inspection or audit when reasonably requested.

The Contractor shall notify the Service Manager promptly of:

- Key-personnel vacancies;
- Lapsed, suspended or withdrawn registrations;
- Personnel changes affecting delivery of the service;
- Unavailability of specialists;
- Significant equipment or vehicle breakdowns;
- Resource shortages;
- Changes to reporting lines or delegated authority; and
- Any other matter that may affect the safe, compliant or timely provision of the service.
-

10. Non-Compliance

Failure to provide the required management, supervision, competent personnel, specialists, vehicles, equipment or supporting records may result in:

- Rejection of affected work or deliverables;

- Instruction to replace personnel or resources;
- Issue of an NCR;
- Correction of the Defect at the Contractor's cost;
- Application of Low Service Damages, where provided for in the Contract; and
- Escalation through the graduated notice, remedy and termination process for persistent or material non-performance.

Documentation control

All documents, records and information generated or maintained as part of the provision of the service shall be controlled, identifiable, traceable and maintained in accordance with the Contractor's Quality Management System.

The Contractor shall implement a document control system that ensures all documents are:

- Clearly titled and uniquely referenced;
- Dated and version controlled;
- Approved before issue;
- Protected against unauthorised alteration or deletion;
- Readily retrievable when required;
- Maintained in a legible and auditable format; and
- Retained for the duration of the Contract and any applicable statutory retention period.

The Contractor shall ensure that only the latest approved versions of documents are used during execution of the service.

Contractual Communications

All contractual communications shall be issued in writing in the form of formal correspondence, letters, notices, forms, reports or other approved documents attached to electronic mail. Contractual instructions, notifications, submissions and requests shall not be communicated solely through the body of an email, text message or verbal communication.

All communications that may affect the Scope, programme, Prices, Compensation Events, Defects, Early Warnings, instructions, approvals or contractual obligations shall be issued by the authorised persons identified in the Conditions of Contract.

Service Records

The Contractor shall establish and maintain, as a minimum, the following records:

- Scope Implementation Plan and revisions;
- Meeting minutes and action registers;
- Treatment records and inspection records;
- GIS mapping and AIS inventory updates;
- Monitoring records and photographic evidence;
- Herbicide usage and application records;
- Waste disposal records and disposal certificates;
- Biodiversity specialist reports and assessments;
- Rehabilitation and indigenous revegetation records;
- Health, Safety and Environmental records;
- NCRs, corrective actions and close-out records; and
- Training, competence and resource records.

Availability for Audit and Inspection

All documents and records relating to the service shall be readily available for review, inspection, verification and audit by the Service Manager, Employer representatives, internal auditors and regulatory authorities where applicable.

The Contractor shall provide requested records within two (2) Working Days of a request from the Service Manager unless otherwise agreed.

Electronic Records

Electronic records shall be stored in a secure manner and backed up regularly to prevent loss, corruption or unauthorised access. The Contractor shall ensure that all electronic data, including GIS information, photographs, reports and monitoring records, remains accessible throughout the service period.

Handover of Records

Upon completion or termination of the Contract, the Contractor shall provide the Employer with all records, reports, GIS data, inventories, monitoring information and other documentation generated during the provision of the service in both editable electronic format and PDF format where applicable.

Invoicing and payment

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

The Contractor supplies a tax invoice on the agreed format with details as above to financial accounting. Where CPA is applicable it must be shown separately on its own invoice. Any compensation events will be dealt with according to the NEC process and invoiced on its own Task Order reference, 4-5 number and invoice. To ensure prompt assessments, the assessment will be done on the information available on the actual cost spread sheets. The backup invoices must be available before the next assessment date for final corrections.

The assessment must show all the lines as loaded on the SAP system. The *Contractor* keeps record of all the original backup invoices and records and allows access to such, as required by clause 52.2 and 52.3 of the conditions of Contract. The Contractor supplies copies with each assessment.

For any outsourced scope of work, the Contractor provides motivation to the Service Manager for acceptance prior to commencement of work.

All Invoices must be submitted to the Services Manager electronically (via email).

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

The *Contractor* shall address the tax invoice to

Invoices Eskom local: Invoiceseskomlocal@eskom.co.za

and include on each invoice the following information:

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

Payment will only be made for work done any services noted in the Task Order which have not been concluded will not be paid.

Insurance provided by the *Employer*

Refer to the Core Clauses for details on Insurance.

Training workshops and Skills transfer

The Contractor shall ensure that all personnel engaged in the provision of the service attend and successfully complete all mandatory training required by Duvha Power Station, Eskom requirements and applicable legislation.

As a minimum, Contractor personnel shall attend the following training programmes, or any revised equivalent programmes implemented during the contract period:

- Duvha Power Station Safety, Health and Environmental (SHE) Induction;
- Annual Environmental Awareness Training;
- Annual Waste Management Training; and
- Any additional training required due to changes in legislation, site requirements, identified risks, incidents or operational requirements.

The Contractor shall maintain training records for all personnel and shall make such records available to the Service Manager upon request. No employee shall be permitted to perform work on site unless the required training and inductions have been successfully completed and remain valid.

Skills Transfer

As part of the service, the Contractor shall facilitate the transfer of knowledge and practical skills to the Duvha Power Station Environmental Department and relevant stakeholders. The purpose of the skills transfer programme is to enhance understanding of Alien Invasive Species (AIS) management and promote continuous improvement in the management of biodiversity and rehabilitation activities at the Power Station.

The skills transfer programme shall include, but not be limited to:

- Identification and classification of Alien Invasive Species;
- Applicable legislative and regulatory requirements;

- AIS survey and monitoring techniques;
- GIS mapping and inventory management;
- Mechanical, chemical and biological control methods;
- Herbicide selection, application and compliance requirements;
- Follow-up treatment and regrowth management;
- Rehabilitation and indigenous revegetation techniques;
- Biodiversity monitoring and assessment methodologies;
- Environmental reporting and record management; and
- Emerging trends, risks and best practices in AIS management.

The Contractor shall conduct a minimum of **one skills transfer workshop annually**, unless otherwise instructed by the Service Manager. Workshops may consist of formal presentations, practical demonstrations, field-based training, or a combination thereof.

The Contractor shall provide workshop material, attendance registers and presentation records to the Service Manager within five (5) Working Days of each workshop.

The cost of all training, workshops, materials and skills transfer activities required in terms of this Contract shall be deemed included in the Prices unless otherwise stated in the Pricing Schedule.

Design and supply of Equipment

The Contractor shall provide, maintain and operate all plant, equipment, tools, vehicles, machinery, instruments and materials necessary to execute the services in a safe, effective and efficient manner. All equipment proposed in the accepted Scope Implementation Plan shall remain available throughout the contract period unless otherwise approved by the Service Manager.

The Contractor shall ensure that all equipment supplied for the service is fit for purpose, appropriately sized for the intended activities, environmentally suitable for the work area and maintained in a safe and serviceable condition at all times.

The unavailability of equipment, vehicles, machinery or tools identified in the accepted Scope Implementation Plan shall not relieve the Contractor of its obligations under the Contract. Failure to provide the required equipment may result in the issue of an NCR and the application of Low Service Damages where applicable.

Equipment Register

The Contractor shall maintain a comprehensive Equipment Register on site throughout the contract period. The register shall be available for inspection by the Service Manager at any reasonable time and shall include, as a minimum:

- Equipment description and unique identification number;
- Ownership status (owned, leased or hired);
- Make, model and serial number where applicable;
- Date introduced onto site;
- Location of equipment;
- Inspection and maintenance records;
- Service schedules and history;
- Safety certification and testing records;
- Calibration certificates where applicable;
- Load-testing certificates where applicable;
- Operator competency records; and
- Date removed from site.

The Equipment Register shall be updated whenever equipment is added, removed, replaced or undergoes maintenance affecting its operational status.

Equipment Storage and Security

The Contractor shall provide suitable, secure and lockable storage facilities for all equipment, tools, herbicides, materials and consumables used during the provision of the service.

The Contractor shall implement a controlled issuing and return system for equipment and tools and shall maintain records of:

- Equipment issued;
- Person receiving the equipment;
- Date and time of issue and return;
- Condition of equipment upon return; and
- Losses, damages or defects identified.

All equipment shall be stored in a manner that prevents loss, theft, unauthorised use, deterioration, environmental contamination or damage.

Inspection, Maintenance and Compliance

The Contractor shall ensure that all equipment, vehicles and machinery:

- Are regularly inspected and maintained;
- Comply with applicable legal requirements and manufacturer specifications;
- Are operated only by competent and authorised personnel;
- Do not present an environmental, safety or operational risk;
- Are free from defects that may affect the quality of the service; and
- Are immediately removed from service when found to be unsafe or unfit for use.

Inspection, maintenance, testing, calibration and certification records shall be made available to the Service Manager upon request.

Contractor's Responsibility

The Contractor shall remain solely responsible for all tools, equipment, vehicles, machinery and materials brought onto the site for the purpose of providing the service.

The Employer shall not be liable for any loss, theft, damage, deterioration or destruction of the Contractor's equipment, tools, materials or vehicles, irrespective of cause.

The Contractor shall take all reasonable measures to safeguard its equipment and shall maintain appropriate insurance cover for all plant, vehicles, tools and equipment used in the provision of the service.

Environmental Requirements

The Contractor shall ensure that all equipment and vehicles used on site are maintained in a manner that prevents leaks, spills, emissions or any other form of environmental pollution. Any pollution caused by the Contractor's equipment or vehicles shall be immediately cleaned up and remedied by the Contractor at its own cost and in accordance with applicable legal and site requirements.

Equipment Replacement

Where equipment becomes unavailable due to breakdown, theft, damage or any other reason, the Contractor shall replace the equipment within a reasonable period and ensure that service delivery is not adversely affected. Such replacement shall be at no additional cost to the Employer and shall not constitute a Compensation Event.

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

Information and other things

At the completion or termination of the service, the Contractor shall submit all outstanding information, records and deliverables required under the Contract and shall hand over all documents necessary for the continued management of Alien Invasive Species (AIS) at Duvha Power Station.

As a minimum, the Contractor shall provide:

- A final AIS inventory and infestation status report;
- Updated GIS data, maps and associated spatial information;
- All biodiversity specialist reports and assessments completed during the contract period;
- Records of treatment activities, monitoring, inspections and follow-up treatments;
- Waste disposal records and Safe Disposal Certificates;
- Rehabilitation and indigenous revegetation records;
- An updated Alien Invasive Species Management Plan;
- A final close-out report summarising work completed, treatment effectiveness, rehabilitation progress, remaining infestations, outstanding risks and recommendations for future management.

The final specialist report shall provide a clear assessment of the status of Alien Invasive Species at the end of the contract period, including progress made towards eradication objectives, areas requiring ongoing management, rehabilitation outcomes and recommendations for future control measures.

All information shall be submitted in both editable electronic format and PDF format where applicable and shall become the property of the Employer upon acceptance by the Service Manager.

Management of work done by Task Order

All services required under this Contract shall be initiated by means of a Task Order issued by the Service Manager to the Contractor. The Contractor shall not commence any work unless instructed to do so through an authorised Task Order, except where required to respond to an emergency situation or where otherwise instructed by the Service Manager in accordance with the Conditions of Contract.

Task Orders shall be issued for:

- Planned activities included in the accepted Scope Implementation Plan;
- Routine monitoring and reporting activities;
- Follow-up treatment and regrowth management activities;
- Rehabilitation and indigenous revegetation activities;
- Specialist assessments and surveys;
- Emergency or reactive works;
- Newly identified infestations requiring treatment; and
- Any additional services required from time to time during the contract period.

Task Orders may be transmitted electronically and shall be deemed valid when issued by email from the Service Manager or an authorised representative.

Each Task Order shall, where applicable, specify:

- A unique Task Order number;
- The location and management unit(s) where work is to be undertaken;
- The scope and nature of the required activities;
- Deliverables and reporting requirements;
- Any applicable programme dates or completion requirements;
- Relevant constraints, environmental controls or access requirements; and
- Any other information necessary for the execution of the work.

The Contractor shall acknowledge receipt of a Task Order within two (2) Working Days and shall notify the Service Manager immediately of any matter that may affect the execution of the work.

The Contractor shall maintain a Task Order Register recording all Task Orders issued, the status of each Task Order, associated deliverables, completion dates and any outstanding actions. The register shall be updated monthly and made available to the Service Manager upon request.

Completion of work instructed through a Task Order shall be supported by appropriate records, reports, inspection findings, GIS information, photographs and other evidence required by the Service Manager to verify that the services have been satisfactorily completed.

No additional payment or Compensation Event shall arise solely from the issuance of a Task Order for activities already included within the Scope and Prices of this Contract. Additional compensation shall only be considered where the Task Order constitutes a change to the Scope in accordance with the Conditions of Contract.

Health and safety, the environment and quality assurance

Health and safety risk management

The Contractor shall establish, implement and maintain an effective Health, Safety, Environmental and Quality (HSEQ) Management System for the duration of the Contract. The Contractor shall ensure that all activities are undertaken in a manner that protects personnel, property, the environment and the reputation of Eskom and Duvha Power Station.

The Contractor shall comply with all applicable legislation, standards, policies and procedures, including but not limited to:

- Duvha Power Station SHE Requirements for Contractors;
- Occupational Health and Safety Act, 1993 (Act 85 of 1993), including all applicable regulations;
- Compensation for Occupational Injuries and Diseases Act, 1993 (COIDA);
- Mine Health and Safety Act, 1996 (Act 29 of 1996), where applicable;
- National Environmental Management Act and associated legislation;
- Eskom Group Policies, Procedures and Standards;
- Duvha Power Station environmental, safety and security requirements; and
- Any other legislation applicable to the services.

The Contractor shall operate in accordance with Eskom's Zero Harm philosophy and shall ensure compliance with Eskom's Zero Tolerance approach to violations of safety, health and environmental requirements.

Eskom Lifesaving Rules

The Contractor shall ensure compliance with all Eskom Lifesaving Rules, including:

- Open, Isolate, Test, Earth, Bond and/or Insulate Before Touch;
- Hook Up at Heights;
- Buckle Up;
- Be Sober;
- Ensure You Have a Permit to Work;
- Wear the Correct Personal Protective Equipment.

The Contractor shall ensure that all personnel are trained on, understand and comply with these requirements at all times.

Induction, Training and Competency

All personnel shall undergo the required Duvha Power Station safety, environmental and site-specific inductions before commencing work and at the prescribed intervals thereafter.

The Contractor shall ensure that:

- Personnel are competent, trained and medically fit where required;
- Training records are maintained and available for inspection;
- Toolbox talks are conducted regularly;
- Personnel understand the hazards associated with herbicide use, manual clearing, equipment operation, vehicle operation, rehabilitation activities and environmental protection requirements.

Risk Assessments and Safe Work Execution

Before commencing any activity, the Contractor shall:

- Conduct and document task-specific risk assessments;
- Identify environmental aspects and impacts associated with the activity;
- Implement appropriate control measures;
- Communicate hazards and controls to all personnel;
- Ensure that all permits and authorisations are in place; and

- Verify that the work can be executed safely.

Risk assessments shall be reviewed and updated whenever work conditions change or when new hazards are identified.

Monitoring, Inspections and Observations

The Contractor shall implement a programme of:

- Workplace inspections;
- Supervisor inspections;
- Job observations;
- Behavioural safety observations;
- Environmental inspections;
- Equipment inspections; and
- Compliance audits.

Particular attention shall be given to critical risk activities such as herbicide application, operation of machinery and vehicles, work within environmentally sensitive areas, waste handling and rehabilitation activities.

Evidence of inspections, job observations and corrective actions shall be submitted to the Service Manager upon request.

Incident and Near-Miss Management

The Contractor shall immediately notify the Service Manager of:

- Any injury or illness;
- Environmental incident;
- Near miss;
- Vehicle accident;
- Damage to property, infrastructure or equipment;
- Chemical spill or pollution incident; or
- Any event that could adversely affect the safety of personnel or the environment.

An initial flash report shall be submitted as soon as possible and no later than the end of the shift during which the event occurred.

A detailed incident investigation report, including root cause analysis, corrective actions and preventive measures, shall be submitted within the timeframe agreed with the Service Manager.

Stop Work Authority

The Service Manager may instruct the Contractor to immediately stop any activity that:

- Presents an unacceptable health, safety or environmental risk;
- Is being undertaken in an unsafe manner;
- Contravenes legal requirements;
- Contravenes Eskom or Duvha Power Station requirements; or
- May result in environmental damage or pollution.

Any instruction to stop work shall not relieve the Contractor of its contractual obligations and shall not constitute a Compensation Event where the stop work instruction results from the Contractor's non-compliance.

Work may only recommence once the Contractor has implemented corrective actions to the satisfaction of the Service Manager.

Quality Assurance

The Contractor shall implement and maintain a Quality Management System appropriate to the services being provided.

The Contractor shall ensure that:

- All work undertaken complies with the Scope and accepted methodologies;
- Personnel are competent to perform assigned tasks;
- Inspection and verification activities are undertaken before submission of deliverables;
- Reports and specialist assessments are reviewed before submission;
- Monitoring and field data are accurate and traceable;
- GIS information and mapping records are verified before issue; and
- Defects and non-conformances are identified, recorded, investigated and corrected.

The Contractor shall maintain records of inspections, audits, quality checks, non-conformances and corrective actions and shall make these available to the Service Manager for review.

Non-Compliance

Failure to comply with health, safety, environmental or quality requirements may result in:

- The issuance of a Non-Conformance Report (NCR);
- Application of Low Service Damages where applicable;
- Removal of personnel from site;
- Suspension of affected activities;
- Correction of Defects at the Contractor's cost; and
- Escalation through the Contract's corrective action and termination procedures where non-compliance is repeated or material.

Environmental constraints and management

The Contractor shall conduct all activities in a manner that prevents environmental harm, minimises disturbance to the surrounding environment and ensures compliance with all applicable environmental legislation, licence conditions, Eskom requirements and Duvha Power Station procedures.

The Contractor shall comply with, as a minimum:

- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004), including the Alien and Invasive Species Regulations;
- Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983), where applicable;
- National Environmental Management: Waste Act, 2008 (Act 59 of 2008), where applicable;
- Eskom Environmental Policies, Standards and Procedures;
- Duvha Power Station Environmental Procedures and Specifications;
- Duvha Waste Management Procedure; and

- Any other environmental legislation, licences, permits, authorisations or site requirements applicable to the service.

Protection of the Environment

The Contractor shall take all reasonable precautions to prevent environmental pollution, degradation and nuisance resulting from its activities.

The Contractor shall ensure that:

- Existing indigenous vegetation is protected as far as reasonably practicable;
- Activities are limited to approved work areas;
- Disturbance to wetlands, drainage lines, watercourses and environmentally sensitive areas is minimised;
- Soil erosion is prevented and controlled;
- Waste is managed and disposed of in accordance with legal and site requirements;
- Fuel, herbicides and hazardous substances are stored, handled and used in a manner that prevents contamination of soil, water and vegetation;
- Spill prevention and emergency response measures are implemented and maintained; and
- Any environmental damage resulting from the Contractor's activities is immediately reported and remedied at the Contractor's cost.

Dust Control

The Contractor shall implement appropriate dust suppression and dust control measures whenever activities have the potential to generate dust.

Dust control measures shall include, where applicable:

- Water spraying of work areas and access roads;
- Limiting vehicle speeds;
- Preventing unnecessary disturbance of exposed soil surfaces;
- Covering materials being transported where required; and
- Any other measure necessary to minimise dust emissions.

The Contractor shall ensure that dust generated by its activities does not create a nuisance, safety hazard or adverse environmental impact on Duvha Power Station, neighbouring properties or surrounding communities.

Herbicide and Chemical Management

All herbicides and chemicals shall be applied, stored and transported in accordance with:

- Manufacturer specifications;
- Applicable legislation;
- Safety Data Sheet requirements;
- Pest Control Operator requirements; and
- Duvha Power Station environmental requirements.

The Contractor shall ensure that herbicide applications do not unnecessarily impact indigenous vegetation, water resources, wildlife, rehabilitation areas or environmentally sensitive habitats.

Environmental Incidents

Any environmental incident, spill, pollution event, unauthorised vegetation disturbance or non-compliance shall be reported immediately to the Service Manager.

An initial notification shall be provided as soon as reasonably practicable, followed by a written incident report detailing:

- The nature and cause of the incident;
- The actual or potential environmental impact;
- Immediate containment actions taken;
- Corrective actions implemented; and
- Measures to prevent recurrence.

Environmental Monitoring and Compliance

The Contractor shall carry out regular environmental inspections of its work areas and maintain records of:

- Environmental inspections;
- Environmental incidents;
- Corrective actions;
- Waste disposal records;

- Herbicide usage records; and
- Rehabilitation and revegetation activities.

These records shall be made available to the Service Manager upon request and during audits or inspections.

Rehabilitation

The Contractor shall rehabilitate and restore any area disturbed through its activities and shall promote the establishment and growth of indigenous vegetation in accordance with the requirements of the Scope.

Any environmental damage caused by the Contractor shall be rehabilitated at the Contractor's cost and to the satisfaction of the Service Manager.

Quality assurance requirements

The Contractor shall establish, implement and maintain an effective Quality Management System for the duration of the Contract to ensure that all services are performed in accordance with the Scope, legislative requirements, accepted methodologies and the requirements of Duvha Power Station.

The Contractor shall ensure that all quality assurance and quality control activities are aligned with the principles and requirements of **ISO 9001 Quality Management Systems** and any other applicable quality standards relevant to the service.

The Contractor shall:

- Implement documented quality assurance and quality control procedures for all activities undertaken in terms of the Contract.
- Ensure that all work is executed by competent and suitably qualified personnel.
- Establish internal review and approval processes for all reports, assessments, maps, inventories, records and specialist deliverables before submission to the Service Manager.
- Verify the accuracy, completeness and traceability of monitoring data, GIS information, infestation inventories, treatment records and specialist assessments.
- Conduct routine quality inspections and audits of field activities, reporting processes and record management systems.

- Maintain records of inspections, audits, findings, corrective actions and close-out actions.
- Ensure that all Defects, non-conformances and quality concerns are identified, investigated and corrected within an appropriate timeframe.
- Implement corrective and preventative actions to prevent recurrence of identified quality issues.
- Cooperate with any quality audits, inspections or assessments conducted by the Employer or its representatives.

Verification and Acceptance

The Contractor shall verify that all deliverables comply with the requirements of the Scope before submission to the Service Manager. Submission of any report, assessment, map, inventory, treatment record or other deliverable shall constitute confirmation by the Contractor that the information has undergone internal quality review and is technically accurate.

Acceptance of any deliverable by the Service Manager shall not relieve the Contractor of responsibility for errors, omissions, inaccuracies or non-compliance with the Contract.

Continuous Improvement

The Contractor shall promote continual improvement throughout the contract period by:

- Monitoring service performance against KPIs;
- Reviewing treatment effectiveness and eradication methodologies;
- Identifying opportunities for improved efficiency and effectiveness;
- Incorporating lessons learned into operational practices; and
- Updating procedures and management approaches where necessary to improve service delivery.

Quality Records

The Contractor shall maintain and make available for inspection all quality-related records, including:

- Quality management procedures;

- Inspection and audit reports;
- NCRs and corrective action records;
- Internal review and approval records;
- Calibration and testing records where applicable; and
- Quality performance reviews.

Failure to implement and maintain an effective Quality Management System or failure to address identified quality deficiencies may result in the issuance of NCRs, corrective action requirements, Low Service Damages where applicable, and other contractual remedies available to the Employer

Procurement

People

Minimum Requirements for Personnel Employed

The Contractor shall employ and maintain sufficient competent personnel throughout the contract period to ensure the successful execution of all services required under the Scope.

Where unskilled labour is required, such labour shall be sourced through the recognised Duvha Power Station community structures and forums in accordance with Duvha Power Station requirements and applicable Eskom policies.

The Contractor shall ensure that:

- All personnel are suitably qualified, trained, experienced and competent for the duties assigned to them.
- Specialist services are undertaken by suitably qualified and experienced specialists in the relevant field.
- Personnel possess all statutory registrations, certifications and authorisations required to perform their duties.
- Adequate supervisory personnel are maintained throughout the contract period to ensure effective control of all work activities.
- Personnel resources remain sufficient to achieve the approved programme, contractual deliverables and performance targets.
- All personnel comply with Duvha Power Station security, safety, environmental and operational requirements.

The Contractor shall not employ any person who does not possess the competence, training, experience or authorisation necessary to perform the allocated work safely and effectively.

Local Labour

Where reasonably practicable and where suitable skills are available, preference should be given to local labour sourced through recognised Duvha Power Station forums and structures. The Contractor shall maintain records of local labour utilised and make such records available to the Service Manager upon request.

Labour Plan

The Contractor shall identify the labour requirements for the contract as part of the Scope Implementation Plan and shall provide, as a minimum:

- Labour categories and positions;
- Number of personnel per category;
- Key personnel and supervisory personnel;
- Specialist resources;
- Roles and responsibilities;
- Resource deployment strategy; and
- Contingency arrangements for absenteeism, labour turnover and resource shortages.

Any significant reduction in labour resources that may impact service delivery shall be communicated to the Service Manager immediately and shall be subject to review.

Employment Compliance

The Contractor shall comply with all applicable labour legislation and employment requirements, including but not limited to:

- Labour Relations Act;
- Basic Conditions of Employment Act;
- Employment Equity Act;
- Compensation for Occupational Injuries and Diseases Act (COIDA); and
- Any other legislation applicable to the employment of personnel engaged in the service.

The Contractor remains solely responsible for the management, conduct, remuneration, welfare and performance of its employees and subcontractors throughout the contract period.

Non-Compliance

Failure to maintain adequate labour resources, employ suitably qualified personnel, provide required specialist resources, or comply with labour-related obligations may result in the issuance of an NCR, application of Low Service Damages where applicable, and other contractual remedies available to the Employer.

BBBEE and preferencing scheme

The Contractor shall comply with all applicable legislation, regulations, policies and Eskom requirements relating to Broad-Based Black Economic Empowerment (BBBEE), transformation and preferential procurement for the duration of the Contract.

BBBEE preference and preferential procurement shall be applied in accordance with Eskom's procurement policies, transformation objectives and any applicable legislative requirements in force at the time of contract award and throughout the contract period.

The Contractor shall:

- Maintain the BBBEE status declared at tender stage for the duration of the Contract or notify the Service Manager of any changes thereto.
- Submit updated BBBEE certification or verification documentation upon request by the Service Manager.
- Support Eskom's transformation objectives through the utilisation of qualifying suppliers and service providers where reasonably practicable.
- Maintain records of subcontracting, supplier utilisation and other transformation initiatives associated with the Contract.
- Comply with any Eskom reporting requirements relating to BBBEE, localisation, supplier development, skills development and socio-economic commitments applicable to the Contract.

Where subcontracting is proposed, the Contractor shall obtain the Service Manager's acceptance and shall ensure that all subcontracting arrangements comply with the applicable BBBEE and procurement requirements.

Failure to comply with legislative, contractual or Eskom-specific BBBEE and preferential procurement requirements may result in the issue of an NCR, application of contractual remedies, withholding of acceptance of deliverables, or other measures available to the Employer under the Contract.

Supplier Localisation and Development (SD&L)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Supplier Development Matrix stated below:

a. The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SD& L obligations described above.
b. Eskom shall review the quarterly reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SD&L obligations have not been met.
c. Upon notification by Eskom that the suppliers have not met their SD&L obligations, the suppliers shall be required to implement corrective measures to meet those SD&L obligations before the commencement of the following quarter, failing which Retention clauses shall be invoked.

The *Contractor*'s failure to comply with his Contractor Development and Localisation constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

Subcontracting

Subcontract documentation, and assessment of subcontract tenders

The Contractor shall declare all proposed subcontractors, joint ventures and specialist service providers at tender stage. No subcontractor may be appointed, replaced or removed without the prior written acceptance of the Service Manager.

The Contractor remains fully responsible and accountable for the performance of all subcontractors and suppliers engaged in the execution of the service. The appointment of a subcontractor shall not relieve the Contractor of any responsibility, obligation or liability under the Contract.

Where subcontracting is proposed after award of the Contract, the Contractor shall submit the following information to the Service Manager for acceptance:

- Name and registration details of the subcontractor;
- Scope of work to be performed;
- Relevant qualifications, experience and certifications;
- BBBEE information where applicable;
- Details of key personnel and specialist resources;
- Applicable SHEQ information; and
- Proposed subcontract value.

Subcontract Conditions

All subcontracts entered into by the Contractor shall be back-to-back with the requirements of this Contract and shall incorporate the relevant NEC conditions, obligations, standards and performance requirements applicable to the subcontracted work.

The Contractor shall ensure that all subcontractors comply with:

The Scope of Work;

NEC Contract requirements;

Health, Safety, Environmental and Quality (SHEQ) requirements;

Duvha Power Station requirements;

Eskom policies and procedures; and

Applicable statutory and regulatory requirements.

Subcontract documentation, and assessment of subcontract tenders

The Service Manager may request copies of subcontract agreements, purchase orders and supporting documentation for audit, verification and assessment purposes.

The Contractor shall submit copies of subcontract orders, supplier orders and related documentation when reasonably requested by the Service Manager. Such documentation shall accurately reflect the services, quantities, rates and values applicable to the subcontracted work.

Prices shall not be artificially inflated or escalated and shall comply with:

- Eskom Procurement Policies;
- Applicable National Treasury requirements; and
- Any other procurement requirements applicable to the Contract.

Approved handling fees, mark-ups or management fees shall be limited to those agreed during contract negotiations and reflected in the Contract Data.

1 Limitations on subcontracting

The Employer reserves the right to:

- Require that certain specialist activities be subcontracted to suitably qualified specialists;
- Reject proposed subcontractors that do not meet the requirements of the Contract;
- Limit the extent of subcontracting where this may adversely affect service delivery, quality, safety, environmental compliance or contract management.

No subcontracting arrangement shall reduce the Contractor's responsibility for providing the service in accordance with the Contract.

Management of Subcontractors

The Contractor shall actively manage, monitor and supervise all subcontractors throughout the contract period and shall ensure that subcontracted work is coordinated with the overall service programme.

The Contractor shall:

- Ensure continuous supervision of subcontractor activities;
- Verify subcontractor competence and compliance;
- Monitor performance and quality of work;
- Maintain records of subcontractor activities;
- Ensure subcontractors attend required meetings, inductions and training; and
- Implement corrective actions where non-conformances are identified.

Attendance on subcontractors

All subcontractors shall comply with the Health, Safety, Environmental and Quality (SHEQ) requirements of this Contract and any site-specific requirements applicable to Duvha Power Station.

The Contractor shall be regarded as the Principal Contractor and shall be responsible for ensuring that all subcontractors:

- Comply with legal requirements;
- Attend required inductions and training;

- Implement risk assessments and safe work procedures;
- Comply with environmental requirements;
- Adhere to reporting requirements; and
- Cooperate during audits, inspections and investigations.

Any non-compliance, incident, Defect or performance failure by a subcontractor shall be deemed to be a failure of the Contractor and shall be managed accordingly under the Contract.

Records

The Contractor shall maintain a Subcontractor Register containing:

- Details of all approved subcontractors;
- Scope of work performed;
- Contract values;
- Key personnel;
- Compliance documentation;
- SHEQ records; and
- Performance evaluations.

The register shall be made available to the Service Manager upon request.

Working on the Affected Property

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

Employer's Site Entry, Security Control, Permits and Site Regulations

The Contractor shall comply with all Duvha Power Station security, access control, safety and operational requirements for the duration of the Contract. Access to and occupation of the site shall be subject to the rules, procedures and conditions determined by Duvha Power Station and Eskom from time to time.

The Contractor shall ensure that all personnel, vehicles, equipment and visitors comply with the site access and security requirements applicable to the service.

Site Access and Permits

The Contractor shall ensure that all personnel:

- Attend the required site inductions before commencing work;
- Obtain and maintain valid site access permits;
- Renew permits and authorisations as required by Duvha Power Station;
- Carry valid identification and access permits at all times while on site; and
- Comply with all site access restrictions and security requirements.

The Contractor shall be responsible for obtaining all permits, authorisations and approvals necessary for the execution of the service.

Personnel Screening and Security Requirements

All Contractor employees shall be required to submit the necessary security documentation, including police clearance certificates where required by the Employer, prior to receiving site access approval.

At least seventy-two (72) hours before personnel enter the Security Area, the Contractor shall submit a personnel list to Protection Services containing:

- Employee name and surname;
- Identity number;
- Position or role;
- Service Manager approval where required;

- Relevant supporting documentation; and
- Copies of identity documents where required by Duvha Power Station.

The Contractor shall promptly update and resubmit personnel information whenever changes occur.

Security Searches and Compliance

The Employer reserves the right to conduct security checks, searches, alcohol testing and any other security screening considered necessary for the protection of personnel, property and infrastructure.

The Contractor shall ensure that all personnel cooperate with security personnel and comply with all lawful security requirements.

Access Restrictions

The Employer may refuse, suspend or revoke access to the site for reasons including, but not limited to:

- Security concerns;
- Criminal activity or criminal records where applicable;
- Misconduct or disorderly behaviour;
- Failure to comply with site requirements;
- Possession or use of alcohol, illegal substances or prohibited items;
- Failure to obtain or maintain the required permits; and
- Any behaviour considered a safety, security or operational risk.

Where access is denied due to acts or omissions of the Contractor, its employees or subcontractors, the Contractor shall not be entitled to additional payment, extension of time or compensation.

Control of Tools, Equipment and Materials

Before bringing tools, equipment, vehicles or materials onto site, the Contractor shall compile and maintain an inventory containing, where applicable:

- Description of the item;

- Asset number or serial number;
- Quantity;
- Owner of the item; and
- Date brought onto site.

The inventory shall be available for verification by Protection Services and the Service Manager.

Any additions, removals or changes to the inventory shall be reported to Protection Services and the records updated accordingly.

The Contractor shall obtain a Gate Release Permit from the Service Manager before removing any equipment, materials or assets from site. Items not reflected on the approved inventory may be denied removal from the site.

Visitors

The Contractor shall ensure that all visitors comply with site security requirements.

Visitor applications shall be submitted to Protection Services through the prescribed process and within the required notice period. Visitors may be denied access where the required approvals and documentation have not been obtained.

The Contractor shall remain responsible for visitors under its control while they are on site.

Vehicles

Only authorised vehicles displaying valid Contractor Vehicle Permits shall be permitted on site.

The Contractor shall ensure that all vehicles:

- Possess valid licences and roadworthy certification where applicable;
- Comply with Duvha Power Station requirements;
- Are operated by authorised personnel; and
- Are used only for purposes associated with the service.

Vehicle permit applications shall be submitted through the Service Manager.

Working Area Restrictions

The Contractor shall restrict its activities to approved work areas associated with the service.

Personnel shall not enter operational areas, restricted zones, offices, workshops, storage areas or any other location outside the approved work area without prior authorisation.

The Contractor shall ensure that all employees, subcontractors and visitors comply with these restrictions at all times.

Return of Access Permits

Upon completion of the service, termination of employment, removal from site or termination of the Contract, the Contractor shall ensure that all access permits, access cards, keys and other security-related items are returned to Protection Services.

Contractor Responsibility

The Contractor shall be responsible for ensuring that all employees, subcontractors, suppliers and visitors under its control comply with site access, security, permit and operational requirements.

Any breach of site security requirements may result in:

- Removal of personnel from site;
- Withdrawal of access privileges;
- Issuing of NCRs;
- Suspension of affected activities;
- Application of Low Service Damages where applicable; and
- Further contractual action in accordance with the Contract.
-

People restrictions, hours of work, conduct and records

The Contractor shall provide and maintain sufficient competent personnel to execute the services throughout the contract period. All services shall be performed by suitably qualified, trained and experienced personnel. Specialist services and specialist reports shall be prepared, reviewed and approved by persons who possess the relevant qualifications, experience and professional registrations applicable to the field of expertise.

The Contractor shall ensure that all personnel:

- Comply with Duvha Power Station rules, procedures and site requirements;
- Conduct themselves in a professional manner at all times;
- Comply with all health, safety, environmental and security requirements;
- Remain within authorised work areas;
- Follow lawful instructions issued by the Service Manager and authorised Employer representatives; and
- Avoid any conduct that may adversely affect safety, security, the environment, Eskom's reputation or the execution of the service.

The Service Manager may instruct the Contractor to remove any employee from site whose conduct, competence or behaviour is considered unacceptable or who poses a safety, environmental or security risk.

Hours of Work

Unless otherwise instructed by the Service Manager, normal working hours shall be:

Day	Working Hours
Monday to Thursday	07:00 to 16:15
Friday	07:00 to 12:15
Lunch Break	12:00 to 12:30

The Contractor shall ensure that adequate supervision is maintained throughout working hours.

Where work outside normal working hours is required, prior approval shall be obtained from the Service Manager, and all relevant site requirements shall be complied with.

Attendance and Personnel Records

The Contractor shall maintain accurate and up-to-date records of all personnel working on site, including subcontractor personnel.

These records shall include, as a minimum:

- Full names and surnames;
- Identification numbers;
- Employer details;

- Job title or role;
- Date of entry onto site;
- Attendance records;
- Training and induction records;
- Medical fitness information where required;
- Site permit information; and
- Date of departure from site.

The Contractor shall maintain current timesheets and attendance registers, which shall be available to the Service Manager or authorised representatives at any reasonable time for inspection, audit, verification and assessment purposes.

Call-Out Records

Where emergency or call-out work is required, the Contractor shall complete the required call-out documentation at the Duvha Power Station EOD Desk upon arrival and shall sign out before leaving the site.

Call-out records shall include:

- Date and time of call-out;
- Personnel attending;
- Nature of work performed;
- Arrival and departure times;
- Equipment utilised; and
- Confirmation of completion of the required work.

These records shall form part of the Contractor's supporting documentation and may be used for performance verification, contract administration, assessment of compensation events and certification of payment.

Availability of Records

All personnel, attendance and call-out records shall be maintained in a controlled and auditable format and shall be readily available for inspection by the Service Manager, auditors or authorised Employer representatives throughout the contract period. Failure to maintain

accurate records may result in the rejection of claims, issuance of NCRs or the application of contractual remedies where applicable.

Health and safety facilities on the Affected Property

1. General Health and Safety Obligations

The Contractor shall provide sufficient competent personnel and appoint all persons required by applicable legislation and Duvha Power Station requirements to ensure that the service is performed safely.

The Contractor shall establish, implement and maintain a site-specific Health and Safety Plan appropriate to the activities and risks associated with the service. The plan shall include, where applicable:

- Health and safety appointments;
- Task-specific risk assessments;
- Safe work procedures;
- Emergency preparedness and response arrangements;
- First-aid arrangements;
- Personal protective equipment requirements;
- Herbicide and chemical handling procedures;
- Vehicle, plant and equipment controls;
- Fire prevention and response measures;
- Incident and near-miss management;
- Inspection and audit arrangements; and
- Training, competency and medical fitness requirements.

Where construction work, excavation, scaffolding, lifting, work at height or other specialised activities are required, the Contractor shall comply with the applicable legal requirements and make the necessary competency appointments before the activity commences.

2. Health and Safety Facilities

The Contractor may use Employer-provided ablution facilities and may access the Employer's medical facility in an emergency, subject to availability and Duvha Power Station requirements.

Use of Employer-provided facilities does not relieve the Contractor of its obligation to provide all facilities, equipment and arrangements necessary to comply with health and safety legislation and the Scope.

The Contractor shall provide and maintain, as applicable:

- First-aid equipment and trained first aiders;
- Drinking water for its personnel where Employer-provided potable water is unavailable;
- Suitable eating and rest areas;
- Sanitary facilities where fixed facilities are unavailable or inadequate;
- Emergency and spill-response equipment;
- Fire extinguishers appropriate to the work activities;
- Secure storage for tools, equipment, herbicides and chemicals; and
- Suitable welfare arrangements for all personnel.

The Contractor's site establishment shall be kept clean, hygienic, secure and compliant with applicable legal and Duvha Power Station requirements.

3. Induction, Competency and Personal Protective Equipment

All Contractor and subcontractor personnel shall complete the required Duvha Power Station health, safety and environmental induction before starting work. Refresher or renewed induction shall be completed at the intervals prescribed by the Employer.

The Contractor shall ensure that personnel are appropriately trained, competent, authorised and medically fit, where required, for their assigned activities.

The Contractor shall provide, maintain and replace all required personal protective equipment at its own cost. PPE shall be selected according to the relevant risk assessment and may include:

- Safety footwear;
- Protective clothing;
- Gloves appropriate to the activity;

- Eye and face protection;
- Hearing protection;
- Respiratory protection;
- High-visibility clothing;
- Chemical-resistant PPE;
- Head protection; and
- Fall-arrest equipment where work at height is authorised.

Full prescribed PPE shall be worn in designated plant and operational areas.

4. Risk Assessments and Work Briefings

Before commencing any activity, the Contractor shall complete and communicate the applicable:

- Task-specific risk assessment;
- Environmental aspect and impact assessment;
- Pre-job briefing or toolbox talk;
- Safe work procedure; and
- Permit-to-work requirements, where applicable.

Post-job briefings and job observations shall be conducted for identified critical or high-risk activities. Risk assessments shall be reviewed when site conditions, activities, equipment, personnel or control measures change.

5. Excavations and Underground Services

Excavation is not anticipated as a routine AIS control activity. Where excavation is required, the Contractor shall obtain written authorisation and an excavation permit before work commences.

Before any excavation, regardless of depth, the Contractor shall:

- Confirm the location of underground services;
- Arrange the required scanning or service detection;
- Assess soil stability, water ingress and collapse risks;

- Provide appropriate barricading and warning signage;
- Provide safe access and egress;
- Control surface water and groundwater;
- Prevent entry by unauthorised persons; and
- Appoint competent persons as required by applicable legislation.

No excavation may commence until the required permits and approvals have been obtained. Excavation and water-control activities undertaken without the prescribed authorisation shall constitute a non-conformance.

6. Fire Prevention and Response

The Contractor shall implement fire-prevention measures appropriate to vegetation clearing, machinery use, fuel storage, herbicide handling and prevailing site conditions.

The Contractor shall:

- Keep fire escape routes, walkways, stairways, access routes and emergency equipment unobstructed;
- Not interfere with, relocate or use Employer fire equipment without authorisation, except during an emergency;
- Maintain suitable firefighting equipment at work areas and on vehicles where required;
- Control ignition sources;
- Comply with any fire restrictions applicable during high fire-risk periods;
- Keep cleared vegetation and combustible material away from ignition sources; and
- Ensure personnel understand the applicable emergency and evacuation procedures.

In the event of a fire, the Contractor shall immediately report the location and extent of the fire through the approved Duvha Power Station emergency communication process, including the Electrical Operating Desk where applicable. The Contractor shall take only those immediate actions that can be undertaken safely to protect people, property and the environment and prevent the fire from spreading.

Elevators shall not be used during a fire emergency.

7. Reporting and Investigation of Incidents

The Contractor shall immediately notify the Service Manager of any:

- Injury or occupational illness;
- Near miss;
- Fire;
- Vehicle accident;
- Herbicide or chemical spill;
- Environmental incident;
- Damage to Employer property or equipment;
- Security incident; or
- Unsafe condition with the potential to cause significant harm.

An initial flash report shall be submitted as soon as reasonably practicable and no later than the end of the shift in which the event occurred.

The Contractor shall cooperate fully with investigations and shall submit a detailed investigation report within the period instructed by the Service Manager. The report shall include:

- A description of the event;
- Immediate actions taken;
- Actual and potential consequences;
- Root and contributing causes;
- Corrective and preventive actions;
- Responsible persons; and
- Target completion dates.

Notification to the Employer does not relieve the Contractor of any statutory obligation to report incidents to the relevant authority or to retain records under applicable legislation.

8. Inspections and Stop-Work Authority

The Service Manager, Employer’s Safety Risk Management personnel and authorised representatives may inspect the Contractor’s work areas, site establishment, vehicles, tools, machinery, equipment, chemical storage and health and safety records.

The Service Manager may instruct the Contractor to stop any activity that:

- Presents an unacceptable safety, health or environmental risk;
- Is performed without the required permit or authorisation;
- Is performed by an incompetent or unauthorised person;
- Contravenes legislation or Duvha Power Station requirements;
- Uses unsafe, defective or uncertified equipment; or
- May cause environmental harm.

Where work is stopped due to the Contractor's non-compliance, the Contractor shall not be entitled to additional payment or an extension to the service period. Work may recommence only after the required corrective actions have been implemented and accepted by the Service Manager.

The Contractor shall manage disciplinary matters relating to its personnel. The Employer may require the removal of personnel who pose a safety, environmental, operational or security risk.

9. Environmental Controls, Indigenous Flora and Fauna

The Contractor shall protect indigenous vegetation, fauna, wetlands, drainage lines, water resources and other environmentally sensitive areas during execution of the service.

The Contractor shall:

- Limit activities to authorised work areas;
- Distinguish target AIS from indigenous vegetation before clearing;
- Avoid unnecessary disturbance of indigenous vegetation;
- Protect retained trees and vegetation from mechanical and chemical damage;
- Prevent herbicide drift, runoff and contamination;
- Report encounters with protected, injured or hazardous fauna;
- Not capture, disturb, injure or remove fauna unless lawfully authorised;
- Implement erosion and soil-stabilisation controls where vegetation removal exposes soil; and
- Rehabilitate areas disturbed through its activities.

No indigenous tree or protected plant may be removed, damaged or treated without prior written authorisation from the Service Manager and any legally required permit.

The Contractor's role is to control the AIS specified in the Scope and promote the recovery of indigenous vegetation. The phrase "removal of unwanted fauna" should not be used unless alien invasive fauna is expressly included, legally authorised and supported by a defined species list and approved methodology.

Chemical control shall be conducted only by appropriately registered and authorised personnel using registered products for the intended application. The current AIS scope specifically requires valid Pest Control Operator registration and registered herbicides applied in accordance with the approved use.

10. Cooperation with Others and Regulatory Authorities

The Contractor shall cooperate with the Employer, other contractors, statutory authorities and authorised stakeholders where such cooperation is necessary to provide the service.

The Contractor shall:

- Coordinate activities that may affect other work on the Affected Property;
- Provide relevant information reasonably required by Others;
- Avoid interfering with station operations and other contractors;
- Attend liaison meetings when required;
- Support regulatory inspections and audits; and
- Provide records, technical information and competent representatives when requested.

Communication with a statutory or regulatory authority concerning the Employer's licences, permits or compliance position shall be coordinated through the Service Manager unless the Contractor has a separate legal duty to report directly.

11. Records of Contractor's Equipment

The Contractor shall maintain an updated register of all equipment, vehicles, tools and machinery brought onto the Affected Property, whether owned, leased or hired.

The register shall include, where applicable:

- Description and unique identification;

- Make, model and serial number;
- Ownership status;
- Date brought onto and removed from site;
- Inspection and maintenance status;
- Calibration or test certificates;
- Operator authorisation; and
- Current location.

The register and supporting records shall be made available to the Service Manager for inspection, audit, security clearance and site close-out purposes.

Site Services and Facilities

12. Facilities Provided by the Employer

Facilities provided by the Employer are subject to availability, applicable site requirements and prior approval. The Employer does not guarantee continuous availability or fitness for the Contractor's particular purpose.

12.1 Potable Water

The Contractor may use approved water points made available by the Employer. Where such water points are unavailable, insufficient or inaccessible, the Contractor shall provide its own potable water supply.

Water shall be used responsibly and shall not be wasted.

12.2 Electrical Power

Existing 380 V three-phase or 220 V single-phase electrical supplies may be used only with prior engineering approval and at designated connection points.

The Contractor shall not alter, extend or connect to an Employer electrical installation without authorisation. Where an approved supply is unavailable, the Contractor shall provide a safe and compliant alternative power source.

The Employer does not guarantee an uninterrupted electricity supply. Interruptions to Employer-provided power shall not relieve the Contractor of its obligations where a reasonable alternative can be provided.

12.3 Sanitary Facilities

The Contractor may use designated Employer-provided sanitary facilities. Where existing facilities are unavailable or insufficient, the Contractor shall provide and maintain adequate sanitary facilities for its personnel in accordance with applicable legal requirements.

12.4 Medical Facilities

The Employer's medical facility may be accessed in an emergency, subject to station procedures. Use of the facility does not replace the Contractor's obligation to provide first-aid arrangements, trained first aiders and emergency preparedness appropriate to the service.

12.5 Waste Facilities

The Contractor may use designated Employer-provided bins for ordinary domestic-type waste, subject to the Duvha Waste Management Procedure.

The Contractor shall:

- Provide suitable bins at its own site establishment;
- Separate waste according to site requirements;
- Use colour-coded bins correctly;
- Keep work areas free from litter, debris and waste;
- Prevent overfilling, windblown waste and illegal disposal; and
- Maintain disposal and transfer records where required.

Employer-provided waste facilities shall not be used for herbicide containers, contaminated materials, AIS biomass or hazardous waste unless expressly authorised.

13. Facilities and Resources Provided by the Contractor

The Contractor shall provide everything necessary to execute the service that is not expressly stated as being provided by the Employer, including:

- Reliable transport for personnel, equipment and materials;
- Standby or replacement transport where required;
- Plant, vehicles, tools and machinery;
- Standard and task-specific PPE;

- Herbicide application equipment;
- Spill kits and emergency equipment;
- Communication equipment;
- Secure storage facilities;
- Office and administrative facilities where required;
- Cleaning of its offices, stores, change rooms and site establishment;
- Cleaning and laundering of protective clothing;
- Accommodation and catering for its personnel; and
- All consumables and specialist equipment required by the Scope.

The availability of a site tuck shop does not create any obligation on the Employer to provide catering.

14. AIS Biomass and Waste Removal

The Contractor shall collect, contain, transport and dispose of AIS biomass and other waste generated through the service in accordance with the approved methodology, Duvha Waste Management Procedure and applicable legislation.

AIS biomass shall not automatically be classified as material requiring disposal at a landfill in every instance. The treatment and disposal route shall be based on:

- Species characteristics;
- Risk of regrowth or seed dispersal;
- Approved control method;
- Environmental sensitivity;
- Waste classification, where applicable; and
- Service Manager acceptance.

Where removal from site is required, the Contractor shall use an appropriately authorised facility and submit the required disposal evidence. Herbicide containers and contaminated materials shall be managed separately and in accordance with legal and manufacturer requirements.

15. Control of Noise, Dust, Water and Waste

The Contractor shall control noise, dust, water use, runoff, spills and waste arising from its activities in accordance with Duvha Power Station procedures and applicable legislation.

The Contractor shall:

- Suppress dust where work creates unacceptable emissions or nuisance;
- Avoid unnecessary idling and excessive noise from vehicles and equipment;
- Prevent contaminated runoff from entering soil, stormwater systems or water resources;
- Use water responsibly;
- Maintain clean and orderly work areas;
- Prevent leaks and spills from vehicles, machinery and chemical containers; and
- immediately contain and clean up pollution caused by its activities.

Duvha environmental awareness material confirms that dust suppression and environmental duty-of-care controls form part of station environmental management.

16. Connections to Existing Services and Work at Height

The Contractor shall not connect to, isolate, modify or interfere with existing electrical, water, drainage, mechanical or other station services without prior written approval and the required permit.

All applicable Eskom Lifesaving Rules shall be observed.

Where work at height is required, the Contractor shall:

- Complete a task-specific risk assessment;
- Prepare a fall-protection plan where legally required;
- Use certified access and fall-arrest equipment;
- Appoint competent persons;
- Inspect equipment before use; and
- Ensure that rescue arrangements are in place.

References to scaffolding, conveying-line repair or installation alignment tools should be removed unless those activities form part of this AIS contract. Internal health and safety readiness documentation confirms that fall-protection, rescue, scaffolding and lifting

controls are activity-specific requirements rather than universal requirements for every service.

Tests, Inspections and NCR Management

17. Tests and Inspections

Before use, the Contractor shall inspect and, where applicable, test or calibrate:

- Herbicide application equipment;
- Measuring instruments;
- Safety equipment;
- Fire extinguishers;
- Electrical tools;
- Lifting equipment;
- Fall-arrest equipment;
- Vehicles, machinery and powered tools; and
- Any other equipment subject to legal or manufacturer inspection requirements.

The Contractor shall maintain valid inspection registers, certificates, calibration records and maintenance records. Records shall be available to the Service Manager upon request.

Equipment found to be unsafe, defective, uncertified or out of calibration shall be removed from service until corrected or replaced.

18. Non-Conformance Reports

An NCR may be issued where the Contractor fails to comply with the Scope, legislation, an accepted method, Duvha Power Station requirements, an instruction issued under the Contract, or an applicable quality, safety, health or environmental control.

Upon receipt of an NCR, the Contractor shall:

1. Take immediate action to control any continuing risk or impact.
2. Investigate the non-conformance and identify its root cause.
3. Submit a corrective action plan within the period stated in the NCR.
4. Correct the non-conformance at its own cost.

5. Implement preventive action to avoid recurrence.
6. Submit objective close-out evidence.
7. Obtain confirmation from the Service Manager that the NCR has been closed.

Issuing or closing an NCR does not relieve the Contractor of its contractual obligations and does not prevent the Employer from applying Low Service Damages, requiring correction of a Defect, stopping unsafe work, or initiating the graduated default and termination process.

Repeated NCRs relating to the same or substantially similar failure, failure to close NCRs within the required period, or material non-compliance may be treated as persistent non-performance in accordance with the Contract.