

**CAMDEN POWER STATION:
Provision of Horticultural
Maintenance Services
at Camden Power Station
(Bills of Quantities)**

CONTRACT NUMBER :

CONTRACTOR :

CONTRACT AMOUNT :
(Excluding VAT)

CONTRACT AMOUNT :
(Excluding VAT)

NOTES TO TENDERERS

Provision of Horticultural Maintenance Services at Camden Power Station

NOTES TO TENDERERS

1. BILLS OF QUANTITIES

This document comprises Notes to Tenderers and Bills of Quantities and is hereafter referred to as "the Bills of Quantities".

The Tenderers are to note that this is a Contract with a Bills of Quantities.

2.1 CONTRACT DOCUMENTS

The contract documents will consist of:

2.1.1 The NEC3 Engineering and Terms Services Contract 2013 together with all amendments.

2.1.2 These Bills of Quantities, including all annexures and supplementary documentation referred to therein.

2.1.3 Documents to be provided by the Contractor in terms of the requirements of these Bills of Quantities.

2.1.4 Construction Regulations 2014

2.1.5 Occupational Health and Safety Act of 1993

2.1.6 The Contractor shall comply with the environmental criteria and constraints stated in the following:

2.1.6.1 The monitoring, control and eradication plan for invasive plant species at Camden Power Station Ref No 240-144088199

2.1.6.2 Camden Waste Management Plan Ref no 229/12295

2.7 The Contractor shall comply with the Health and Safety requirements contained in Camden Safety, Health and Environmental Specification as updated

2.8 The Contractor shall comply with the quality requirements as stated in QM-58 as updated

3. DRAWINGS

DRAWING NO 0,36 - 215560 SH 01 REV 02 GENERAL ARRANGEMENTS OVERALL

DRAWING NO 036 - 215560 SH 02 REV 02 GENERAL ARRANGEMENTS OVERALL

DRAWINGS NO 36:36 2132 REV 0

4. VALUE ADDED TAX

Tenderers should compute their rates from the net costs (excluding Value Added Tax). Value Added Tax at the current rate of 15% is to be added to the net sub-total on the final summary page by means of a single sum calculation to establish the tender price.

5. SCOPE OF WORK

As a guide only, the work comprises as follows:-

The *works* to be performed by the Contractor is a 5 year (60 months) all-inclusive maintenance contract of all horticultural services at Camden Power Station.

The Contractor shall perform routine and planned Horticultural Maintenance as directed by the Employer as follows:

Maintenance of Gardens and Lawn areas

Edging

Maintenance of Trees, Shrubs and Creepers

Designing, Preparation and Maintenances of Flower Beds

Security Fence Area

Vegetation and Alien vegetation Control

Weed Control

Planting of Trees

Landscaping

Maintenance of Fire Breaks

Irrigation and pruning

Thinning and removal of flowers

Raking and sweeping
Netting
Management of Litter
Top Dressing and Levelling
Replacement of plants
Garden Furniture and Water Furniture
Inhouse plant area
Helipad
Bush Clearing
Supply and Maintenance of Equipment and Machinery

6.ADDRESS WHERE DOCUMENTS CAN BE OBTAINED

Tender documents will be made available Electronically on an online portal to be provided by Eskom

7.POSSESSION OF SITE

The date of which possession of the Site shall be given to the Contractor shall be within 7 **working days** of the acceptance of this tender.

8 TENDERS

Tenderers are required to visit the site of the Works before tendering and must obtain a signature from the Employer or his duly authorised representative to the effect that they have done so. Failure to visit the site and to submit the Certificate of Acquaintance with the tender will result in the rejection of the tender.

A Non compulsory site inspection will be conducted.

No tender will be considered unless the Non Compulsory Site Inspection Certificate is signed by the Tenderer confirming that he has acquainted himself with the contract documentation and that he fully understands the extent of the Works to be executed as specified and implied for the execution of this contract.

The Employer will not be liable for any costs incurred in the preparation of the tender nor will he be bound to accept the lowest or any portion of any tender.

No telegraphic or facsimile tenders will be accepted.

When a Tenderer has been advised by letter of acceptance of his tender, the office of the SA Post Office Limited shall be regarded as the agent of the Tenderer and delivery of such notice of acceptance to the SA Post Office Limited shall be considered as delivery to the Tenderer.

Where a Tenderer has been informed per email message of the acceptance of his tender, the acknowledgement of receipt transmitted to his email shall be regarded as proof of delivery to the Tenderer.

9 COMMON LAW OR BY-LAW REQUIREMENTS

No liability for not specifically mentioning any normal contractual, Common Law or By-Law requirements will be accepted by the Employer, or Service Manager.

10 AREA OF WORKS

The Tenderer shall ascertain by personal viewing of the site any restrictions to the area that may be occupied by the contractor including any restrictions imposed by any buildings, etc. and any limitations or restrictions that may be imposed by Service Manager.

Access to the site shall be logically planned and enclosed to ensure minimum disruption to existing user operations.

The contractor is deemed to have allowed for all necessary temporary fencing, screening, hoardings, etc.

Space for the storage of Materials must be arranged with the Service Manager

The Contractor shall make all necessary provisions in all rates to take into account these requirements as no claims for extras arising from these matters will be subsequently entertained as admitted. Tenderers will be held responsible for any misunderstanding of incorrect information, however obtained, except information which may have been given in writing over the signature of the Service Manager.

11 MANAGEMENT OF WORKS

The Contractor shall, to the satisfaction of the Service Manager, provide, in addition to the Contractor's Site Manager, the services of an experienced 3 No competent Supervisors and a SHE Officer

The names and CV's of the Contractor's proposed Management Team shall be submitted to the Service Manager prior to commencement on site and, after the Service Manager's agreement on the composition and competence thereof has been obtained, no changes shall be made nor shall any member of the said team be removed from the project while remaining in the employ of the Contractor without the Service Manager's prior written approval.

The Contractor shall make necessary provisions in all rates to take into account these requirements as no claims for extras arising from these matters will be subsequently entertained or admitted.

12 INSPECTION OF WORK

The Contractor shall obtain all local authority approvals if required and shall ensure that all work is also approved by the Service Manager prior to covering up. The fact that the work will be inspected periodically in no way absolves the Contractor from total responsibility for the quality of his workmanship and for compliance with the specification. He shall timeously notify the Service Manager so that inspections can be arranged.

13 SITE CLEANLINESS

The Contractor shall clear away all dirt, rubbish and superfluous material as they accumulate and leave the whole of the site clean and tidy on completion to the satisfaction of the Service Manager. The Contractor is advised that the adjacent site is functional at all times and that the incumbents should not be unduly inconvenienced.

14 ORDERING OF MATERIALS

No claims will be entertained due to non-availability of materials or labour. The Tenderer is therefore required to investigate and ensure that the specific materials and components required for the works will be available at the relevant estimated construction times, at the time of tendering.

15 PROGRAMME

The Contractor will be required to submit an outline programme of work to completion of the contract with the issue of the Form of Offer and Acceptance.

16 CONTRACT PRICE ADJUSTMENT

The Contract Sum will be subject to CPAP.

17. PRICED BILLS OF QUANTITIES:

Tenderers must submit to the Service Manager a copy of the Bills of Quantities fully priced and extended, with his tender. After the Bills have been checked, and when called upon, each page of the Bills of Quantities shall be initialled and the Index page and the Final Summary page signed in full by the Tenderer.

18 PAYMENT OF PRELIMINARIES:

Tenderers are to note that the Payment of Preliminaries & Generals shall be on the NEC3 Terms Service Contract and as per agreement on a monthly basis for the duration of the contract.

19 DIFFERENCE AND DISCREPANCIES:

Should there be any difference or discrepancy between the prices or particulars contained in the official Tender Form and those contained in any covering letter from the Tenderer, the prices contained in the official Tender Form shall prevail.

Every Tenderer shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by him for the purpose of or in connection with the submission of his Tender, which are in conflict with the Conditions of Tender or Special and General Conditions of Contract.

Tenderers are warned that any material divergence from the official conditions or specifications may render their Tenders liable to disqualification.

The Tenderers are to note that if there are any arithmetical errors in the Tenderers' form of tender in calculation of the Tender Sum, the Service Manager will correct the calculation accordingly.

20 COMMUNICATION WITH MEMBERS OF THE CLIENT COMPANY OR PROFESSIONAL TEAM

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A Tenderer shall not in any way communicate with a member of the Client Company or Professional Team or with any officer on a question affecting any contract or the supply of goods or for any work, undertaking or service which is the subject of a Tender during the period between the closing date for receipt of Tenders and the despatch of the written notification of the Employer's decision on the award of the contract; provided that a Tenderer shall not hereby be precluded from obtaining from the Employer or his authorised representative information as to the date upon which the award of the contract is likely to be made or, after the decision upon the award has been made by the Service Manager to which the Employer had delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of Tenders.

21 IMPORT PERMITS:

Tenderers must apply direct for any import permit and/or currency required, however the Service Manager will furnish successful Tenderers with a supporting statement if required.

22 BILLS OF QUANTITIES:

No alteration, erasure, omission or addition is to be made to the text and conditions of these Bills of Quantities and should any such alteration, amendment, note or addition be made, the same will not be recognised, but the reading of the Bills of Quantities as prepared by the Service Manager will be adhered to.

It should be understood that the system of measurement herein adopted is the only system of measurement which will be recognised in connection with this contract. Before the signing of the contract, the Service Manager will be entitled to call for adjustments of individual rates and rectify discrepancies, as he considers necessary without alterations to the Tender amount.

23 TRAFFIC AUTHORITIES AND REGULATIONS (N/A)

The Contractor shall comply with all requirements of the Authorities in connection with traffic control, gaining access to the site, prevention or disruption of the flow of traffic, transporting of materials and equipment to and from the site and he shall make all necessary arrangements, pay all deposits, fees and charges in connection therewith.

24 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall adopt all safety measures in compliance with all statutes, regulations, etc., and shall take all measures to protect all property and to secure the safety and freedom from injury of all persons.

The Contractor shall in addition take all necessary steps to prevent nuisance from dust and the like and shall use every endeavour to minimise noise emanating from the Contract Works. The Contractor is referred to the various forms that require his attention prior to commencing work on site - All forms duly completed and signed must be forwarded to the Service Manager.

Tenderers are to note that the building will remain occupied for the duration of the Works.

25 EXISTING AND ADJOINING PROPERTIES, PAVINGS ETC.

The Contractor shall execute the whole of the Contract Works with the minimum of disturbance to the existing and adjoining premises and occupants thereof. He shall keep the Site dust free and clean, and shall keep pavements, surrounding roads etc., free of builder's rubble and clean to the entire satisfaction of the Service Manager and the Authorities.

The Contractor shall leave such buildings, structures, fences, pavings, roadways, kerbs, gardens, municipal pavements, streets, etc., in the same condition at completion as they were at the commencement of the Contract. Before commencing work, the Contractor shall arrange with the owners of the existing and adjoining buildings and/or the Authorities for an inspection to be made jointly with themselves, the Contractor and the Service Manager in order to make written notes of any defects, etc. which may later be claimed to have been caused by the operations under this Contract. Should defects be disclosed, the Contractor shall submit same in writing to the Service Manager before commencing the Contract, failing which it shall be understood that no such defects existed and the Contractor shall be liable for all claims in this connection.

26 PROCEDURE OF WORKS

The Contractor shall be solely responsible for ensuring that the procedure of works is kept to and no deviations will be entertained.

Should this, however not be possible then the Contractor shall timeously notify the Service Manager

The Contractor shall make any and all necessary allowances in his pricing for the disruption and costs that will be required to comply with any such restrictions.

27 WITHDRAWAL OF TENDERS

Tenders must hold good for a period of 90 calendar days from the date of opening.

Any action taken by the Employer in terms of this Clause shall not affect any other rights whether by way of a claim for loss or damage suffered by the Employer arising out of such breach.

SPECIAL CLAUSES

28 CONTRACTOR'S RESPONSIBILITY

The Service Manager and the other Professional Consultants shall not be responsible for any act or omission on the part of the Contractor, which may result in any patent or latent defects, in materials or workmanship, breach or neglect of any local regulations. The Contractor shall at all times be responsible for any such neglect, deviation or wrong act, whether the same is discovered before or after the final certificate, or any other Certificate, has been approved.

29 DAILY RECORDS

The Contractor shall supply and have available at the site of the works at all times, the following site books:-

a) Daily Record Book

The Contractor shall record in a suitable A4 size triplicate book kept at the site, a daily record of work done, all site visits by the Service Manager and other professional personnel and all events affecting the Works, such as progress, issue of plans, breakdown of machinery, etc. The labour, plant and material on site shall be recorded as well as work performed. Entries must be made by the Contractor and must be signed and forwarded to the Service Manager for his counter signature on a daily basis. Copies of these records shall be for the Service Manager, Employer and Contractor.

30 LOCATION OF TEMPORARY BUILDING AND TEMPORARY SERVICES

The Contractor shall provide all necessary temporary works, including temporary roads, tracks, crossings, hard standing and services, etc. required for his own and Sub-Contractor's use during the construction and maintenance period.

There is no guarantee given or implied that Site Conditions will be such that the Contractor will be able to erect such offices, stores and temporary accommodation within the site boundaries and it shall be the Contractor's responsibility to adopt whatever measures he deems necessary in this regard and to obtain permission and pay all cost in connection therewith.

By the submission of a tender, any Tenderer will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderer will be deemed to be the " Contractor" and an Employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly.

The Contractor (mandatory) will be required to:-

- 1 Provide the Employer with a Health and Safety programme and plan specifically related to the Works and ensure that the programme and plan are implemented and maintained, with the programme being subject to audit, at least once a month, by the Contracts Manager;
- 2 Exercise discretion and appoint a Full-time Safety Officer (in writing) to assist in the control of all safety related aspects, and to give input into the health and safety plan;
- 3 Appoint (in writing) a full time competent Supervisor (as defined in the Regulation in terms of the Act) to supervise the project;
- 4 Provide the Employer and any Sub-Contractors that may be engaged by the Contractor and/or Nominated Sub-Contractors with a programme of construction for the Works as well as a method statement with the necessary details and procedures for execution;
- 5 Provide the Employer both before commencing and during construction work with a copy of a risk assessment performed by a competent person who has been appointed in writing by the Contractor, and the risk assessment must form part of the health and safety plan;
- 6 Ensure that every employee or person (including visitors) who enters the site of the Works undergoes health and safety induction training pertaining to hazards identified on the site of the Works and upon such training having been successfully completed, the Contractor must issue written confirmation by a competent person to the trained employees or persons who shall be further instructed to carry such confirmation with them at all times whilst on the site of the Works;
- 7 Issue, on loan, the necessary personal protective equipment to visitors to the site of the Works; and
- 8 Be in good standing with the Compensation Commissioner at all times during the duration of the Contract.
- 9 The Contractor is to sign a Non-Disclosure Agreement prior to collecting or receiving any proprietary information from Eskom, drawings, documentation, reports and photographs
10. The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.

31 CONTRACTORS TO VISIT SITE PRIOR TO SUBMISSION OF TENDER

The contractors are urged to visit the site that has been identified to get an overview of the nature of works and the location of the building prior to pricing this document.

32 DURATION OF CONTRACT

Tenderers are advised that the contract is for a **60 Months** period.

Tenderers are to note that the Contract will be delivered as a whole and NOT to be phased.

33 PRICING OF THESE GENERAL NOTES

The Contractor must allow in his pricing for any additional costs arising from these "General Notes" as no later claims for additional costs will be considered.

34 TAX COMPLIANCE

Failure to provide mandatory information required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive. An Electronic Tax Compliance Status (TCS) System will be used to verify the bidder's tax compliance status so bidders must request a unique security personal identification number (PIN) from SARS which must be submitted with the bid

No alternative tender offers will be considered.

These Bills are not to be used for the purpose of ordering materials.

All Bill rates are to include for material, labour, plant, wastage, transport and profit.

LANDSCAPING SPECIFICATIONS

Provision of Horticultural Maintenance Services at Camden Power Station

SUPPLEMENTARY PREAMBLES

General Preambles

The Tenderer is referred to the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors (2008 Edition), which are to be read in conjunction with and shall apply to all items in these Bills of Quantities and supplemented by the following Supplementary Preambles as well as all supplementary documentation referred to in the Bills of Quantities and all annexures appended thereto.

Where Model Preambles for Trades and Supplementary Preambles are in conflict, the Supplementary Preamble shall take precedence.

Supplementary Preambles

The following amplifications, additions and amendments to the Model Preambles for Trades shall constitute the Supplementary Preambles.

1 Material and Workship Generally

The standard of workmanship and the quality of materials to be utilised throughout this Contract shall be the best of their respective kinds and shall comply in all respects with the latest South African Bureau of Standards Specifications, Codes of Practice, co-ordinating Specifications and Standard methods or where not available, with the latest relevant British Standards.

NOTE: All references to Standards are to signify the latest amendments or issue thereof. No substitutes whatsoever shall be permitted from those materials specified and any work which is not of the highest standard shall be rejected and required to be re-done at the Contractor's expense. Furthermore, references to "SANS No" shall mean the "South African National Standard No".

2 Rates

All rates inserted in the Bills of Quantities shall cover all costs, charges and profit that may be considered necessary for the carrying out and observance for the provisions of these "Preambles to all Trades".

The Tenderer shall insert the amount required against each item which he wishes to price and not insert a lump sum covering a series of items. Only such priced items shall be considered in respect of any adjustment to the Contract Sum. Items left unpriced will be understood to be covered in the rates for other items throughout these Bills of Quantities.

3, Approved

"Approved" means approved by the Service Manager in writing.

4, Net Measurements

Unless otherwise stated herein, all work is measured net as fixed in position, in accordance with the "Standard System of Measuring Builder's Work in South Africa" - **Seventh Edition as amended 2015**, no allowance being made for cutting and waste. The term "measured net" means the finished surface or quantity; i.e. with all wants deducted and no allowance made for passings and laps except where otherwise described.

To assist the Contractor certain items may have the words "Measured Net" after the respective descriptions, but it is to be clearly understood that this practice does not establish a precedent.

5, Ditto

"Ditto..." shall mean as the foregoing item plus the new qualification.

"Ditto, but..." or "Ditto...ditto" shall mean as the foregoing item but a substitute of the new qualification for the relevant clause in the foregoing item.

6, Maintenance of Gardens and Lawn areas

The maintenance of gardens and lawns include, weeding, trimming and pruning of grass by mowing of grass with cutting machines, top dressing, checking of grass, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides, sweeping and watering etc. throughout the year and other scope related to horticulture as per needs from time to time.

Mowing, trimming, brush cutting and cleaning tasks must be performed as a unity at all times to ensure a uniform length and aesthetic acceptable appearance. Although the service schedule details the number of times a given area needs to be maintained, these numbers may vary due to climatic conditions. All road corners must be kept free from any obstructive overgrown grass.

Weather permitting, the contractor will schedule mowing and trimming activities in accordance with the service schedule in order to achieve an acceptable clean cut, groomed and finished off look. The length of the cut grass may differ from place to place and the method of mowing and trimming may vary according to the type of grass and the standard of the finish required. The result must comply with the Employer's aesthetics requirements as detailed in the scope of work.

Where mowing has taken place in wet conditions, ride-on and push mowers may leave tyre tread marks and windrows of half or uncut grass. These conditions may necessitate extra mowing care that the Contractor must undertake as soon as the soil had dried out sufficiently for him to do so successfully.

7. Edging

All lawns should be edged at the same time as the mowing operations where such grass areas adjoining buildings, paving, manholes, trees, beds, sidewalks, fences, poles or any obstacles in lawn areas. Edging should be done by mechanical means and no chemicals should be used except at fences where no other plants except weed or grass are growing.

8, Maintenance of Trees, Shrubs and Creepers

The maintenance of trees, shrubs and creepers, by their manuring, watering, hoeing, pruning and trimming, provision of frost covers, replacement of old dead by new ones and to ensure enough supply of air and water. This also includes the indigenous trees that are currently on site.

Trees at Camden Power Station premises to be maintained continuously (clean ring around young trees, no ring barking) and fertilized twice a year (beginning and middle of growing season). The Contractor will provide fertilizer and compost as per scope of work or as and when required by the Employer.

9, Designing, Preparation and Maintenances of Flower Beds

The Contractor shall ensure that the existing flower beds of seasonal annual flowering plants at different locations in the lawns of Camden Power Station site are maintained. In between these flower beds perennials or shrubs are to be maintained. The Contractor is also to design and prepare flower beds of seasonal annual flowering plants as and when instructed by the Employer.

Flower beds differ in character and in the quantity of plant material they carry. Different bed cleaning methods are to be used to achieve and end result of conformance to standards (i.e. neatness, and cleanliness and having a pleasing appearance).

10, Security Fence Area

The Contractor shall maintain the areas between the two parallel permanent security fences free from weeds, plants or any growth. Maintenance will be done through spraying of herbicides, weedicides, in compliance with the Handling and Control of Dangerous Materials Act.

The fence surrounding should be cleared 3 meters in width, both inside and outside the fence. Erosion should be reported to the Employee in writing at the end of every inspection.

11, Vegetation and Alien vegetation Control

Control of vegetation includes but is not limited to all open areas, storage areas and embankments. Maintenance will be done by bush cutting equipment not higher than 10cm from the ground. Vegetation control and maintenance shall include mowing, fertilizing, watering, tree trimming, re-seeding or re-vegetation, and other maintenance as directed by the Employer.

Maintenance will be done according to "The monitoring, control and eradication plan for invasive plant species at Camden Power Station – documentation identifier 240-1440858199.

12, Weed Control

The Contractor shall apply weed control on roads, trenches, walkways, paving, apron slabs around all buildings, parking areas, and as required by the Employer. Weed control shall be applied through the application of approved organic and environmental friendly herbicides and weedicides in compliance with the Handling and Control of Dangerous Materials Act.

13.Planting of Trees

The Contractor shall prepare holes for planting of trees including composting, fertilizer and watering as instructed by the Employer.

14. Landscaping

The Contractor shall do and provide maintenance to the existing landscapes as instructed by the Employer.

15. Maintenance of Fire Breaks

The Contractor shall provide maintenance of the all existing firebreaks in accordance with the National Veld and Forest Fire Act, Act 101 of 1998 or as directed by the Employer. The fire breaks must be 6m wide and cleared off all vegetation.

Emergency Services Fire officer will specify the areas to be included into the fire break management plan annually. Details of what may be required will be negotiated on an annual basis. The Contractor will supply all the necessary machinery and equipment required to complete the fire break maintenance task.

Preparing fire breaks may include chemical control. All firebreaks will be conducted under the supervision Camden Fire department according to Camden Fire Management Plant Doc No 004/8876.

16.Irrigation

Watering is an initial growth requirement for new trees and plants and a further requirement during severe climate strain. Water will be performed manually with the aid of a portable water tank or hose

(e.g. I-DV with a water bowser).

17.Pruning

Trees, shrubs and plants may require annual or periodic pruning during their lifetime. The Contractor will identify which plants require pruning and determine when this is to be done to the best advantage of the plant. This ensures aesthetic appeal and realizes the long-term growth potential, development and ultimate shape of the plant.

18.Thinning out and removal of dead flowers

This activity will be undertaken timeously to check unfavorable growth and maintain correct fullness and appearance of the area while avoiding any adverse effects on the recovery of the remaining plants and their long term ability to mature.

19, Raking and sweeping

Debris in the form of leaves, grass cuttings, twigs and other garden waste will either be swept or raked into a pile, bagged if necessary (in biodegradable packaging) and removed by the Contractor before such debris becomes unsightly. The Contractor will all garden waste the local municipality dump site on the Ermelo / Hendrina road outside Ermelo.

20, Netting

When cutting grass around the cooling towers and cooling tower ponds, screens with netting must be placed between the area being cut and the cooling towers and ponds. NO grass is allowed to enter any of the cooling towers or ponds. This can cause a unit trip.

During winter months frost nets must be placed on all delicate plants or shrubs that will die when coming in contact with frost at the security offices, canteen, training centre and Administration Building (Blue Building).

21, Management of Litter

Ground litter needs to be picked up at all times when working in designated areas. Litter to be placed in a plastic refuse bag or designated bins for transportation to an onsite waste storage yard.

Litter picking will include but not limited to the following areas:

Perimeter fence in and around Camden site (include areas within and around the fence). All roads including Oak Road, road verges and areas within the site including the outside of contractor's yard.

22, Top dressing and levelling

Suitable weed free topsoil will be provided by the Contractor for loading, transport and delivery to the areas where filling in and levelling may be necessary as part of an upgrading / rehabilitation / erosion control program. Topsoil will be available on request from the Employee. A quotation must be submitted to the employee for approval before commencement of the work.

23, Upgrading

Areas to be upgraded / landscaped will be identified by the Employee. A quotation must be submitted to the Employee for the approval before commencement of the work.

24. Replacement of plants

Where plants have died within the landscape due to neglect, the Contractor will replace plants free of charge except in those circumstances beyond the control of the Contractor. In such situations the replacement cost will be negotiated between the Employee and Contractor.

De-barking while brush cutting is unacceptable and the Contractor will replace the plants.

Uncontrolled application of herbicides that might cause decay in plants is unacceptable and the Contractor will replace the plants. Unprofessional handling / conveying of plants is unacceptable and plants will be replaced by the Contractor.

25. Garden furniture and water features

The Contractor to provide and maintain garden furniture and water features on request by the Employee. A quotation must be submitted to the Employee for approval before commencement of the work.

26. In-house plant care

The Contractor will provide a continuous service water, attending and maintaining of all in-house plants. The Contractor will advise the Employee of necessary replacements or planned changes to ensure stimulation.

27. Helipad

Lights should be kept free of plant growth and any weeds. Paved and tarred areas should be sterilized and a 100 meter area all round. Care must be taken that all loose debris and stones that cause a risk to the helicopter landing or taking off be removed at all times.

28. Bush Clearing

This means clearing of trees by mechanical or chemical means. The cut or cleared indigenous trees or bushes will be chipped and transported to local municipality dumping site by the Contractor.

Alien and invasive species that are removed will be managed as per the legislative requirements for alien vegetation.

Bush clearing will include but not limited to the following areas:

- Perimeter fence in and around Camden site (include areas within and around the fence)
- Old and new ash dam area
- All roads including Oak Road, road verges and areas within the site excluding Contractor's lay down areas
- Areas around cooling towers
- Are in front of relay house 275 kv & 88 kv yard
- MH Oil traps
- Coal staith
- Around the outside of the contractors yard
- Ash lines
- Coal haulage gravel road
- Sewage plant
- Reclamation dam
- De Jager's pan
- V-drains along the coal reserves
- In all common areas in and around Camden Site.

29. Supply and maintenance of equipment and machinery

All equipment and machinery must be supplied by the Contractor and will comply with the general requirements for professional gardening service in an industrial area. It must be able to cater for the vast area and activities stipulated in the contract. Examples may include, but are not restricted to:

The following tools will be required as a guide only:

- Industrial walk behind lawnmower (Minimum 2 No)
- Ride on lawn mower (Minimum 1No)
- Tractor and slasher (Minimum 1No)
- Road brooms (Minimum 10 No)
- Pole pruners / chainsaws (Minimum 1N0)
- Hedge and edge trimmers (Minimum 1 N0)
- Brush cutters (Minimum 20 No working daily)
- Fire break equipment (Minimum 1 N0)
- Portable water tank house pipes (Minimum 1 N0)
- Petrol driver chipper / shredder(Minimum 1N0)
- Garden vacuum / leaf blower (Minimum 1 N0)
- Hand hoe (Minimum 20No)
- Hand trowels (Minimum 20 No)
- Weeding trowels(Minimum 5No)
- Shrub shears(Minimum 1 No)
- Vehicles to transport equipment on site (Minimum 2 N0) one 4x4 Bakkie and one 4x2 Bakkie
- Vehicle to transport staff on site (Minimum 1 No) must be a 22 Seater.

Vehicles must be roadworthy at all times. Monthly maintenance and safety inspections must be done by the Contractor on all vehicles, machinery, tools and equipment to ensure continuation of service as per the safety file requirement. Inspection sheets must be available in the safety file for verification on monthly assessment dates.

30. Special events

Special events, arbour day is an annual once off event with a once off amount to be communicated to the Contractor by the end of June to ensure financial provision and commitment. Guidance must sought from the Environmental Department during each planning phase

31. The Contractor's Plan for the Service

31.1 Contractor's Office / Lay down area

During the execution of the Works at Camden Power Station, the Contractor shall maintain a suitable office at the Contractors area allocated for that purpose by the Employer, which shall be the headquarters of the Contractor's Representative and authorised to receive drawings, instructions or other communications or notices under the Contract.

The Contractor shall maintain, at the Contractor's allocated area the following: one complete, up-to-date copy of the Contract and all Contract related documents (including Contractor's Documents, drawings and documents issued by and to the Contractor, Compensation Events, Progress Reports, correspondence, non-conformance reports etc.). These documents shall be available to the Employer at all times.

31.2 Kick off meeting

The Contractor shall attend a Contract kick off meeting no later than thirty (30) days prior to the Contractor's access to site date (unless the period from the Contract Date to the site access date is less than 30 days in which event the plan will be provided not later than 14 days after the Contract Date). The purpose of this meeting is to review the Scope of Work. At the discretion of the Employer, additional Kick off meetings may be required to confirm Contractor's readiness to mobilize prior to the Contractor's access to Site date. The Contractor's Representative, as well the Contractor's assigned site manager, site supervisor, health & safety officer shall be in attendance at all kick off meetings.

Management Meetings

The Contractor shall attend the follow meetings when deemed required by the Employer:

Title and Purpose	Approximate Time & Interval	Location	Attendance by:
Progress feedback meeting	Once a week	Parkhome 8	Employer and Contractor Site Representative
Safety management meeting	Monthly	Teams	Contractor's Management and Safety Officer
Quality Meeting	Monthly	Teams	Contractor's Management

31.3 Contractor's Management, Supervision and Key People

The Contractor shall provide the Employer with a detailed organogram of all staff and management on the contract. This must be revised quarterly and must reflect any changes to the staff and management structure.

The Employer reserves the right to audit and verify the structure.

31.4 Documentation Control

The Contractor will submit the following documents to the Employer for review, the Employer will review the documents for acceptance and inform the Contractor if the documents have been accepted or if it is not accepted and stating the reasons of not the accepting the documentation. The Employer will give the Contractor reasonable time which will be agreed to between the Contractor and the Employer to respond or re-submit the documents. The documents are as follows:

Title and purpose	Frequency
Weekly plan	Every Monday of the week
Weekly progress report, reporting on actual work completed.	Every Monday of the week, reporting on the previous week's progress

All correspondence of either commercial or technical nature, whether hard copy or email, either to Contractor or from Contractor shall clearly include the following information; file number, package number, contract number and subject matter.

Documents shall be delivered in electronic format (Microsoft Office 2003 compatible or Adobe Acrobat (pdf) files).

31,5 Contract Change Management

The Employer may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the Contractor in writing to be valid.

31,6 Records of Defined Cost to be kept by the Contractor

The Contractor must keep all documentation related to the compensation events, quotes and instructions from the Employer for the period of 5 years after contract completion for audit purposes.

31,7 Insurance Provided by the Employer

The insurance policy provided by the Employer will be dealt with as specified in Clause 86.1 TSC.

31,8 Items provided at the end of the service period for the Employer's use

31, Information and other items

At the end of the service period the Contractor will be required to provide the Employer with the following:

- The Contractor's Safety file
- The specifications and data of the plants, trees, and any other installations or plantation that was made by the Contractor during the service period.

31,10 Management of work done by Task Order

A task order will be issued by the Employer on a monthly basis with the task set out for the month on the task order.

32 Health and Safety, the Environment and Quality Assurance

32,1 Health and Safety Risk Management

The Contractor shall comply with the health and safety requirements contained in Camden Safety, Health and Environmental Specification as updated.

The Employer's Safety Officers shall inspect the Contractor Working Areas and Facilities for compliance to Eskom's standards.

32.2 Environmental Constraints and Management

The Contractor shall comply with the environmental criteria and constraints stated in the following:

240-144088199: The monitoring, control and eradication plan for invasive plant species at Camden Power Station

229/12295: Camden Waste Management Plan

32.3 Quality Assurance Requirements

The *Contractor* shall comply with the quality requirements as stated in QM-58 as updated.

33 Employee requirements

33,1 do not retain, encumber or reserve title to such items.

34 Working on the Affected Property

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

34.1.1 Security and Access

The Employer will provide perimeter security and access control for Camden Power Station. Strict access control shall be implemented 24 hours a day at all entrances to Camden Power Station. All persons and vehicles entering or exiting Camden Power Station may be subjected to searches and the Employer reserves the right to refuse entrance to Camden Power Station to any person not meeting security and/or access requirements.

From time to time, and as required, the Employer will issue policies and procedures regarding Camden Power Station security and access control. These policies and procedures shall be strictly adhered to by the Contractor.

Any breach of security must be reported to the Employer immediately.

34.1.2 Access Control for Persons

The Contractor's Personnel and any visitors on Camden Power Station site must be in possession of a valid identification card supplied by the Employer. Applications for identification cards shall be made in the form prescribed by the Employer. The identification cards and finger print identification shall be used to gain access to Camden Power Station site and only persons with legitimate business on Camden Power Station site and in possession of such identification cards will be allowed access.

Applications for identification cards and finger print imaging shall be made in good time prior to access being required. Lost, stolen or damaged cards shall be reported to the Employer immediately. A fee shall be charged for replacement cards.

Identification card holders will be required to produce their identification cards for a photo to face and finger print check at the security check points. Where a card holder's right of access to Camden Power Station Site is withdrawn, his identification card will be electronically cancelled. It is the responsibility of the Contractor to ensure the card is returned to the Employer.

34.1.3 Removal of Persons from Camden Power Station Site and other places, if any, as may be specified under the Contract as forming part of the Site

The Employer may remove from Camden Power Station Site (or from any other places, if any, as may be specified under the Contract as forming part of the Site) any person who poses a risk to the execution of the work or to the progress thereof, or who poses a risk to security or to the health and safety of persons at Camden Power Station (or at such other places, if any, as may be specified under the Contract as forming part of the Site).

The Employer furthermore remove from Camden Power Station Site (or from any other places, if any, as may be specified under the Contract as forming part of the Site) any person who ceases, for any reason, to have legitimate business thereon.

If any such person was permitted access as Contractor's Personnel or as a visitor of the Contractor, the Contractor shall, at the request of the Employer, take all steps necessary to ensure his removal from Camden Power Station Site (or from such other places forming part of the Site, as the case may be).

34.1.4 Removal of Goods from the Camden Power Station Site

All persons removing inter alia materials, equipment, toolboxes, temporary facilities etc. from the Camden Power Station Site must be in possession of a valid gate release permit. Applications for general or specific gate release permits shall be made in the form prescribed by the Employer.

34.1.5 Access Control for Vehicles

Only a limited number of Contractor and Subcontractor non-construction vehicles will be allowed onto Camden Power Station Site.

Vehicle access will be issued at the discretion of the Employer on receipt of an application signed by the Contractor. Applications for vehicle access shall be made in a form prescribed by the Employer.

34.1.6 Visitors

Before entering Camden Power Station Site, visitors (meaning any person other than the Contractor's Personnel) must be in possession of a valid identification card supplied by the Employer.

Applications shall be made in a form prescribed by the Employer prior to access being required and visitors must be in possession of positive identification.

The Contractor's visitors shall be subject to all Camden Power Station Site rules and regulations including those related to Health & Safety and discipline. As a minimum requirement, visitors must wear safety shoes, hard hats and any other personal protective equipment as required by the Employer and must be accompanied by their hosts at all times whilst on Camden Power Station Site.

34.1.7 Fire-arms

Fire-arms will not be permitted on Camden Power Station Site (nor at other places, if any, as may be specified under the Contract as forming part of the Site). This restriction does not, however, apply to the South African Police Services (SAPS) in the pursuance of official duties.

34.1.8 Contractor Site Fences

The modification or removal of Camden Power Station Site fences is strictly prohibited unless otherwise instructed by the Employer.

34.1.9 Contractor's Security

The Contractor is solely responsible for the protection and security of the Works and all areas allocated to him, including his allocated lay-down areas and areas outside Camden Power Station Site, if any, which are specified under the Contract as forming part of the Site.

For areas outside Camden Power Station Site which are specified under the Contract as forming part of the Site, the Contractor shall also be responsible for implementing access control for persons (including Contractor's Personnel and visitors) and vehicles. Such access control shall be to the satisfaction of the Employer and shall be subject to the direction and control of the Employer.

34.1.10 Cleanliness and Housekeeping

The Contractor shall maintain a high standard of cleanliness during the conduct of his activities on the Project Site (and at other places, if any, as may be specified under the Contract as forming part of the Site). The Contractor shall, at all times maintain, clean and attend to the upkeep of the Site and such other areas as may be allocated for storage of materials, site offices, etc. to the satisfaction of the Employer. The Contractor shall at all times keep these areas, clean and free from accumulation of waste materials and refuse regardless of the source.

During sweeping and dusting, the Contractor shall ensure that a minimum amount of dust is liberated into the atmosphere. Cleaning by vacuum cleaners is preferred and the use of compressed air for cleaning is prohibited.

34.1.11 Waste Removal and Disposal

The Contractor is responsible for the prompt removal of all waste to a designated disposal area. The disposal area will be on or in the vicinity of Camden Power Station Site and will be designated by the Employer. Waste must only be disposed of at a designated area.

For the purpose hereof, "waste" means any matter, whether liquid or solid or any combination thereof, which is a by-product, emission, residue or remainder of any process or activity carried out in connection with the Works and which is not reused on the Site in the ordinary course of carrying out the Works within 7 (seven) days of maintenance.

The Contractor shall provide an adequate number of marked bins and containers at offices, in yards, at workshops and on the Site for the temporary storage of waste. These bins and containers shall be to the satisfaction of the Employer.

The Contractor shall be required to segregate certain items of waste by type as designated by the Employer. Bins and containers shall be emptied and waste removed to the designated area at least once a week. All the temporary storage areas for bins and containers must be kept tidy and shall not constitute a nuisance to others. The Contractor shall take all steps required to avoid the spillage of waste alongside the bins and containers and during removal and disposal.

All waste that cannot be contained in either a bin or container must be placed on a temporary waste site the position of which shall be to the satisfaction of the Employer. The waste shall be removed as soon as possible but in any event at least once a week. No burning of waste shall be allowed on Camden Power Station Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) unless otherwise approved by the Employer.

Hazardous waste shall be dealt with in accordance with the safety, health and/or environmental requirements of the Contract, as applicable, and the Contractor is solely responsible for the proper disposal thereof in accordance therewith.

34.1.12 Signage

No signage shall be erected by the Contractor at Camden Power Station Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) without the prior specific or general approval of the Employer. The positioning and content of signage, whether required by applicable Law and/or otherwise required to be displayed by the Contractor under the Contract, shall be subject to applicable policies and procedures issued by the Employer from time to time.

No Contractor notice boards will be allowed on the main road, other than signs necessary to facilitate deliveries, but the Contractor will be permitted to erect his own notice board on the Project Site, in the vicinity of the Site, or at other places, if any, as may be specified under the Contract as forming part of the Site, the positioning of which, must have the prior approval of the Employer.

34.1.13 Works Area Limits

The Employer will designate the working area boundary limits and assign for the Contractor's use access roads, parking areas, storage areas, existing facilities areas and construction areas. The Contractor shall not trespass in or on areas not so designated. The Contractor shall be responsible for keeping Contractor's Personnel out of areas not designated for Contractor's use, except, in the case of isolated work located within such areas for which the Contractor shall have been authorised under the Work Co-ordination Process.

34.1.14 Project Site Traffic

The Contractor shall comply with the Employer's directions for the movement of traffic, vehicular or pedestrian, at Camden Power Station Site. The Contractor shall interfere as little as possible with Camden Power Station Site traffic, vehicular or pedestrian, during the performance of the Works. When necessary to cross, obstruct or close roadways or walks, the Contractor shall provide advance notice to the Employer, obtain the permission from the Employer and maintain suitable detours or other expedients for the accommodation of other Camden Power Station Site traffic. In making open cuts across traffic paths, the Contractor, unless otherwise approved by the Employer, shall cut only one-half of the traffic paths at a time.

These Project Site traffic provisions shall likewise apply to places, if any, outside Camden Power Station Site as may be specified under the Contract as forming part of the Site.

35 People restrictions, hours of work, conduct and records

35.1 Hours of Work

Working hours on Camden Power Station site is from 7:15 till 16:30, Monday to Thursday with an hour lunch break and Friday 07:15 till 12:30 with no lunch break. The Contractor might be required to work on weekends as and when requested by the Employer.

35.2 Competence Testing of Contractor's Personnel

Contractor's Personnel to be employed at the Project Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) for any semi-skilled or skilled operation may be tested by the Employer at any time at Camden Power Station Site. This may include, at the Employer's discretion, the actual performance of the operation and/or training and testing related to performance of the operation. The Employer reserves the right to prevent any person from carrying out any operation that such person is not fit or qualified to perform. The satisfactory passing of the induction operation test requirements will result in the certification of the Contractor's Personnel to perform that specific operation on the Project Site (and/or at such other places, if any, as may be specified under the Contract as forming part of the Site). This certification shall not reduce in any way the Contractor's responsibilities to perform the Works as per the Contract requirements, including in a safe manner.

35.3 Transportation of Contractor's Personnel

Due to the remoteness of Camden Power Station Site, the Contractor is required to provide suitable mass transportation facilities to and from Camden Power Station Site (and/or to and from other places, if any, as may be specified under the Contract as forming part of the Site) for Contractor's Personnel, particularly for unskilled and semi-skilled workers.

Without limiting the Contractor's other obligations under the Contract relating to transport of persons, the Contractor shall ensure that Contractor's Personnel are transported only in licensed and roadworthy vehicles, driven by licensed drivers, which are fit for purpose, properly maintained and which comply with applicable Law as a minimum. Transport of Contractor's Personnel in the back of trucks, tractors or light delivery vehicles is strictly prohibited.

The Contractor to ensure that no employee will be transported in the back of open vehicles. No person may be transported in the back of vehicles closed by means of canopies, unless provided with proper seating and safety belts.

35.4 Canteen

A canteen is provided on site by the Employer. The canteen is available for meals during the established break period at the cost of the Contractor.

No other food or beverage services will be allowed on Camden Power Station site.

35.5 Camden Power Station Site Induction Programme

The Employer will provide a generic Camden Power Station Site induction program for personnel and visitors to Camden Power Station Site. This program will include, as appropriate, information regarding identification and access, work rules, environmental protection, industrial relations, health & safety, Project information, and miscellaneous Camden Power Station Site-specific requirements. All persons entering Camden Power Station Site will be required to attend induction training and to attend repeat induction training as appropriate. The induction training is expected to take up one full day. Contractor's Personnel must be in possession of a valid identification card in order to undergo induction training.

The provision of a Camden Power Station Site induction program by the Employer does not, however, relieve the Contractor of his obligation to ensure that Contractor's Personnel and visitors receive appropriate induction training and the Employer assumes no liability by providing induction training.

35.6 Substance Abuse Testing

There shall be zero tolerance for substance abuse at Camden Power Station Site (and at other places, if any, as may be specified under the Contract as forming part of the Site).

Any person who is, or appears to the Employer to be, under the influence and/or has failed or refused to submit to a substance abuse test may be refused access to Camden Power Station Site. If such person is Contractor's Personnel, the Contractor shall take necessary steps against such person (including disciplinary action, where appropriate, and the removal of the person from Camden Power Station Site or from other places, if any, as may be specified under the Contract as forming part of the Site).

Being “under the influence” includes the presence of drugs or alcohol in a person’s system (whether detectable through behaviour and/or testing) to the extent the person’s faculties are in any way impaired and/or to the extent the person is unable to perform work in a safe and productive manner. Insofar as the consumption of alcohol is concerned, alcohol levels in the blood in excess of 0.02 percent shall be considered as being under the influence. Without limitation, persons shall likewise be considered to be under the influence where the presence of drugs or alcohol corresponds to or exceeds accepted medical standards or those prescribed under applicable Laws.

The Employer shall be entitled to conduct random testing of any person at Camden Power Station Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) and/or require the Contractor to test any Contractor’s Personnel suspected of being under the influence of any substance or suspected of being in possession of alcohol or drugs.

The Contractor shall, at his cost, put in place measures (including all required testing capabilities) necessary to ensure compliance herewith. The measures to be employed by the Contractor will include a drug detection and prevention program which will include, but not be limited to, the following:

35.6.1 Pre- Assignment Testing

Contractor's Personnel at the Project Site must pass a pre-assignment drug screening / alcohol test. This pre-assignment test must be undertaken within ten days prior to reporting for work to Camden Power Station. Contractor's Personnel will only be permitted initial access to Camden Power Station Site against evidence of this test having been passed and such person having been certified drug / alcohol free to the Employer’s satisfaction. Contractor’s Personnel who visit Camden Power Station Site on a short-term basis (being not longer than 14 days unless otherwise approved by the Employer) are not subject to this pre-assignment drug testing requirement.

35.6.2 Continuing Random Drug Testing

The Contractor shall conduct periodic unannounced (random) testing at Camden Power Station Site (and at other places, if any, as may be specified under the Contract as forming part of the Site) at least once each month. The date of such testing shall be selected using a means that, to the Employer’s satisfaction, randomly selects the date within the time frame specified, so that the date is unpredictable to the potential subject of the testing.

Contractor’s supervisory personnel at Camden Power Station Site (and at other places, if any, as may be specified under the Contract as forming part of the Site) will not be informed of the date of testing and the selected Contractor’s Personnel will not be notified until the morning of the selected day.

Contractor's Personnel to be tested shall be selected using a means which, to the Employer's satisfaction, randomly selects the number of subjects (10% minimum) from among the pool of all Contractor's Personnel actually at Camden Power Station Site (and at other places, if any, as may be specified under the Contract as forming part of the Site). Possible subjects shall include all Contractor's Personnel present at Camden Power Station Site (and at other places, if any, as may be specified under the Contract as forming part of the Site) on the day selected for random testing, including those who have been selected for testing on previous occasions. The subjects shall be identified by a unique and individual identification number. It is therefore conceivable that an individual could be selected to undergo testing more than one time in any given period.

Testing shall, as a minimum:

35.6.2.1 Comprise onsite enzyme immunoassay screening and/or colorimetric alcohol saliva screening; and

35.6.2.2 The Contractor shall be required to confirm all positive tests by gas chromatography / mass spectrometry laboratory analysis (or by other means acceptable to the Employer).

35.6.2.3 The Contractor shall provide regular updates of these random tests to the Employer. All positive tests shall be reported to the Employer immediately and in writing. Evidence that Contractor's Personnel has passed a substance test shall be provided to Employer within three days of completion of the test.

35.6.2.4 Accommodation Policy

No accommodation will be provided by the Employer. The Contractor will be required to recruit within the Msukaligwa Municipality area.

35.7 Industrial Action Policy

The Contractor shall comply with the Partnership Agreement (PA) conditions as applicable.

36 Health and Safety Facilities on the Affected Property

36.1 Medical Facilities

The Employer will provide a trauma and rescue medical facility at Camden Power Station Site to provide initial medical treatment to Camden Power Station Site personnel. The facility will be staffed with professional medical personnel.

36.2 Environmental Controls, Fauna and Flora

The Contractor shall comply with the environmental criteria and constraints stated in, The monitoring, control and eradication plan for invasive plant species at Camden Power Station 240-144088199.

36.3 Cooperating with and Obtaining Acceptance of Others

Except as directed by the Employer, the Contractor shall in no way interfere with, remove, adjust or operate plant, materials and/or equipment of or being supplied or operated by Other Contractors. Without derogating from the foregoing, the Contractor shall not cut reinforcing steel, remove concrete, drill holes into concrete or structural steel, weld on to reinforcing bars or structural steel without the approval of the Employer. The Contractor shall, at all times, keep the work of Other Contractors free from dropping, dripping and spattering of materials used in the Works.

36.4 Records of Contractor's Equipment

The Contractor is responsible for replacement and replenishment of equipment and vehicle. Asset registers of such equipment shall be maintained by the Contractor and shall be audited by the Employer from time to time.

36.5 Areas for Contractor's Yards and Offices

The Employer has indicated on the drawings the areas assigned to the Contractor for offices and laydown yard. The Contractor may erect temporary offices, stores and other similar structures necessary to carry out the Works on the area at Camden Power Station Site allocated to him for this purpose by the Employer.

Any such temporary offices, stores and other similar structures shall be erected to the satisfaction of the Employer. The Contractor shall not be permitted to occupy any other areas on Camden Power Station Site.

The Employer shall provide roads from the terrace to the boundary of the Contractor's yard. The Contractor shall provide all roads within his area and shall, at his own cost, maintain the whole of this area including buildings, offices and other structures. Should the Contractor require additional areas he shall request same, in the form prescribed by the Employer, indicating the additional area/s required. The Employer reserves the right to not provide any additional areas. The Employer shall not, however, be obliged to clear or roll any additional areas allocated to the Contractor.

36.6 Communication Services

The Contractor shall be responsible for his own internet connectivity. The Employer will provide DECT mobile telephone lines for internal calls. The Employer will provide 2 Way radio's for employees working in areas with no signal.

The Contractor's application for telephone services shall be made in the form required by the Employer. There is cellular network coverage in Camden Power Station area. The Contractor shall make his own arrangement for cellular connectivity and shall pay all service charges for his use of the cellular communication network.

36.7 Fire Fighting and Fire Protection

The Contractor shall comply with all applicable Laws and Camden Power Station fire protection requirements, as amended from time to time, in respect of fire protection requirements during the contract. The Contractor alone shall be responsible for providing adequate fire protection.

Without limitation, the Contractor shall provide adequate fire protection equipment in each warehouse, office, and other temporary structures, and in each work area being occupied to the satisfaction of the Employer. Access to sources of fire water shall be identified and kept open at all times. Suitable fire extinguishers shall be provided in enclosed areas, in areas which are not accessible to fire water, or in areas which may be exposed to fire that cannot be safely extinguished with water. Each fire extinguisher shall be of a type suitable for extinguishing fires that might occur in the area in which it is located. In areas where more than one type of fire might occur, the type of fire extinguisher required in each case shall be provided. Each extinguisher shall be securely placed and maintained in a convenient, clearly identified location for accessibility in the event of fire. The Contractor shall check and service fire extinguishers as required by the applicable Law and standards.

Combustible debris and waste materials shall be collected and removed from Camden Power Station Site each day. Fuels, solvents, and other volatile or flammable materials shall be stored away from the construction and storage areas in correctly marked, safe containers.

Unless specified in the Contract for a particular application, untreated canvas, paper, plastic, and other flammable flexible materials shall not be used on Camden Power Station site for any purpose. Corrugated paper and other flammable packing materials will not be permitted for the storage or handling of materials in any areas where they present a fire hazard. If such flammable materials are on Plant or Materials that arrive at Camden Power Station Site, they shall be removed and replaced with an acceptable covering before the Plant or Materials are moved from the Contractor's yard into working areas.

Acceptable flexible materials for covering in the working areas shall be waterproof and flame resistant.

38, Personal Protective Equipment (PPE)

The Contractor to provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are worn at all times. Provide all personnel working under this contract with uniforms, which state

the name of the company and that can be clearly identified from other Contractors, Camden Power Station personnel, etc. The Employer reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement.

Inspection will be conducted as per the PPE procedure (e.g. hand gloves, dust masks, hearing protection, safety shoes, face shields and goggles etc.)

39, B-BBEE and Preferred Scheme

The Contract shall:

- Maintain the Required B-BBEE Recognition Level for the duration of the Agreement;
- Provide Eskom with a valid Verification Certificate and such other information as Eskom may reasonably request, in respect of which the Contractor claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For the purpose of this clause “verification Certificate” means a verification certificate and the accompanying documentary proof confirming the B-BBEE Status of a particular entity as issued by an accredited verification agency;

40, Supplier Development and Localisation

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative – South Africa in accordance with the *Contractor's* SD&L Compliance Schedule.

The *Contractor* shall keep accurate records and provide the Employer with reports on the *Contractor's* actual delivery against the SD&L criteria stated in the contract. The reporting templates will be provided on contract award. The *Contractor's* failure to comply with his SD&L obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under the contract.

41, Subcontracting

This Contract does not constitute an agreement of employment, partnership, joint venture or agency between Eskom and the Contractor and shall not give rise to any relationship of employer and employee, master and servant or principal and agent between Eskom and the Contractor or between Eskom and any employee, agent or sub-Contractor of the Contractor. Accordingly, neither the Contractor nor Eskom shall have the power, nor purport to make a contract in the name of the other, to grant or pledge credit of the other, to incur liability on behalf of the other, or to employ any person on behalf of the other.

The Contractor shall not be entitled to sub-contract the whole of the services but shall, subject to Eskom's consent (which consent shall only be valid if given in writing and signed by the Eskom Representative), be entitled to sub-contract selected parts of its obligations in terms of this Agreement to any other person/s, provided that such sub-contracting shall not relieve the Contractor of its obligations and the Contractor shall remain liable for all and any acts or omissions of such person/s as though they were acts or omissions of the Contractor.

The Contractor shall not be entitled to cede, delegate, assign or otherwise transfer any of its rights and/or obligations without the prior written consent of Eskom, which consent shall not be unreasonably withheld.

42, Plant and Materials

42,1 Specifications

The Contractor is responsible for providing plant and material necessary to provide the services.

42.2 Correction of Defects

The Contractor shall provide maintenance and repair of all the plant necessary to provide the services. All defects to the works shall be rectified as specified in the document QM 58.

42.3 Contractor's Procurement of Plant and Materials

The Contractor may be required to provide the Employer with a technical data sheet of the plant or material supplied to the Employer. A guarantees and warranties certificate may also be required for any plant and material supplied by the Contractor to the Employer.

PRELIMINARIES AND GENERAL

Provision of Horticultural Maintenance Services at Camden Power Station

Description	Unit	Activity	Rate	Amount
<u>Bills of Quantities</u>				
<u>Preliminaries for the Term Service Contract</u>				
<u>NOTES</u>				
<p>1.The Section of The Works information headed Part 1 : Preliminaries shall be taken to be incorporated herein.</p> <p>The Agreement shall be the NEC 3 Term Service Contract (referred to elsewhere in this tender document) April 2013 edition together with the following additional conditions Z1 to Z14 which always will apply</p> <p>Contractors are referred to the abovementioned documents for the full intent and meaning of each clause thereof. These clauses are hereinafter referred to by clause number and heading only (for which such allowance must be made as may be considered necessary). Where standard clauses or options are not applicable to the contract such modification/ corrections or supplements as are necessary are given under each relevant clause heading. Contractors shall allow opposite each clause for any costs involved in complying with such clause. Only priced items will be considered in respect of any adjustment to this Section.</p> <p>Any items left unpriced will be understood to be provided free of charge and no claim for any extras arising out of the Contractor's omission to price any item will be entertained.</p>				
<u>SECTION A</u>				
<u>PART 1 : CORE CLAUSES</u>				
<u>General</u>				
Actions Clause 10	Months	60		
Identified and defined terms. Clause 11	Months	60		

Law	Clause 12	Months	60	
Communications	Clause 13	Months	60	
The Service manager	Clause 14	Months	60	
Employer provides right of access and things	clause 15	Months	60	
Early warning	Clause 16	Months	60	
Ambiguities and inconsistencies	Clause 17	Months	60	
Illegal and Impossible requirements	Clause 18	Months	60	
<u>The Contractor's main responsibilities</u>				
Providing the services	Clause 20	Months	60	
The Contractor's Plan	Clause 21	Months	60	
Revising the Contractor's plan	Clause 22	Months	60	
People	Clause 24	Months	60	
Working with the Employer and Others	Clause 25	Months	60	
Subcontracting	clause 26	Months	60	
Other Responsibilities	Clause 27	Months	60	
TOTAL CARRIED TO COLLECTION				R

<u>Time</u>					
Starting and Completion	Clause 30	Months	60		
Access	Clause 31	Months	60		
Instructions to stop or not to start work	Clause 32	Months	60		
<u>Defects</u>					
Test and Inspections	Clause 40	Months	60		
Testing and Inspection before delivery	Clause 41	Months	60		
Notifying and correcting defects	Clause 42	Months	60		
Accepting defects	Clause 43	Months	60		
<u>Payment</u>					
Assessing the amount due	Clause 50	Months	60		
Payment	Clause 51	Months	60		
Defined cost	Clause 52	Months	60		
<u>Compensation events</u>					
Compensation events	Clause 60	Months	60		
Notifying compensation events	Clause 61	Months	60		
Quotations for compensation events	Clause 62	Months	60		
Assessing compensation events	Clause 63	Months	60		
The Service manager's assessments	Clause 64	Months	60		
Implementing Compensation events	Clause 65	Months	60		
TOTAL CARRIED TO COLLECTION			34		R

<u>Title</u>				
The Parties' use of equipment, Plant and Materials	Months	60		
Clause 70				
<u>Limitation of Liability, Indemnities and Insurance</u>				
Employer's risks	Months	60		
Clause 80				
The Contractor's risk	Months	60		
Clause 81				
Indemnities	Months	60		
Clause 82				
Insurance Cover	Months	60		
Clause 83				
Insurance policies	Months	60		
Clause 84				
If the contractor does not insure	Months	60		
Clause 85				
Insurance by the employer	Months	60		
Clause 86				
<u>Termination and Disputes</u>				
Termination and reasons for termination	Months	60		
Clause 90				
Reasons on Termination	Months	60		
Clause 91				
Procedures on Termination	Months	60		
Clause 92				
Payment on Termination	Months	60		
Clause 93				
Dispute resolution	Months	60		
Clause W1				
TOTAL CARRIED TO COLLECTION				
				R

SECTION B : PRELIMINARIES

SUPPLEMENTARY DOCUMENTATION

Bills of Quantities

The pages of the Bills of Quantities are numbered consecutively.

The Contractor shall check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent and meaning of any description, or these Bills of Quantities contain any obvious errors, the Contractor shall notify the Service manager at once who shall promptly give a written directive. No liability whatsoever will be admitted in respect of errors in any tender due to the abovementioned causes.

Items in these Bills of Quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Works Information and no claim arising from brevity of description of items fully described in the Trade Preambles will be entertained.

TOTAL CARRIED TO COLLECTION

Prime Cost and Provisional Amounts, etc., contained herein may be omitted or reduced at the Service Manager's sole discretion and the Contractor shall not be entitled to claim for any loss by way of reduction or omission of any discount, or percentage relating to Prime Cost and Provisional Amounts, etc., or loss of profit related thereto.

Months 60

Interest of Agents

Should any Service manager have any interest other than a professional interest or involvement with the project, such interest shall be disclosed under this heading.

Months 60

Priced Bills of Quantities

All Contractors shall deposit the priced documents with their tenders. Such documents shall have all items properly priced, extended and cast.

Months 60

TOTAL CARRIED TO COLLECTION

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<p><u>Protection of trees</u></p> <p>Trees and shrubs shall not be removed, cut back or disturbed in any way without the consent of the Service manager. Specific requirements of the Employer are described in detail in the Works Information.</p>	Months	60		
<p><u>MANAGEMENT OF CONTRACT</u></p>				
<p><u>Programme for the Works</u></p> <p>The Contractor shall provide with his bid full construction methodology and approved programme, per the programme dates listed in the Contract Data, outlining in detail how the Works will be handled:-</p>	Months	60		
<p>TOTAL CARRIED TO COLLECTION</p> <ul style="list-style-type: none"> a) Personnel b) Equipment c) Plant and materials d) Inspection and handover procedures e) Security f) Safety g) Quality control and reporting plan h) Targeted procurement plan - 40% minimum level 				
<p>The Contractor shall prepare and be responsible for a programme for the Works in sufficient detail as to represent the units of work to enable the Service manager to assess the progress of the Works. The Contractor, who shall co-ordinate Sub-Contractor's programmes with his own, shall programme the Works. Where required by the Contractor, the Sub-Contractor shall prepare and update his programme for the Works in sufficient detail to meet the needs of the programme. The Contractor shall implement and modify the programme should any significant deviations take place. The Contractor shall provide copies of the programme and its supporting documents with all updates for the Service manager and/ or the Sub-Contractor where relevant.</p>	Months	60		
<p>TOTAL CARRIED TO COLLECTION</p>				R

Progress Meetings

Months

60

The Service manager, Contractor's representative and other Agents as required shall hold meetings related to the progress of the Works at regular intervals and at such other times as may be necessary.

Sub-Contractors shall not be present at progress meetings unless specifically requested by the Contractor or Service manager. The Service Manager shall record and distribute the Minutes of the Meetings.

The Contractor shall report on his own and all Sub-Contractors' progress and on all matters affecting progress and execution of the Works.

The Contractor shall convene additional regular meetings with his Sub-Contractors and Suppliers in order to monitor their progress and to discuss and co-ordinate all aspects of the Contract.

Technical Meetings

Months

60

The Contractor shall arrange regular separate meetings to review technical matters with Sub-Contractors prior to the Progress Meetings for consideration as necessary at such Progress Meetings. Minutes of these meetings are to be distributed to the Professional Team prior to Progress Meetings.

TOTAL CARRIED TO COLLECTION

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TEMPORARY WORKS AND PLANT

Deposits and fees

Months

60

The Contractor shall pay all deposits, fees and charges according to any Act of Parliament, Regulation or By-Law of any Local Authority which relate to hoardings, the use of pavements, street encroachment or crossings, permission for the suspension of parking facilities and the like.

TOTAL CARRIED TO COLLECTION

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<p><u>Plant, equipment, sheds and offices</u></p> <p>The Contractor shall provide, maintain and remove on completion:</p> <p>a) All plant, equipment, scaffolding, tools and the like required by the Contractor for the due and proper fulfilment of the Works.</p> <p>b) Temporary sheds for the proper storage of materials and the use of the Contractor's workers.</p> <p>c) Office accommodation for meetings held on the site, which shall be kept clean and fit for use at all times. Specific office requirements of the Employer are described in detail in the schedule.</p>	Months	60		
<p><u>Special Scaffolding</u></p> <p>Special scaffolding is not separately measured as these Bills of Quantities are based on the Sixth Edition of Standard System for Measuring Builder's Work.</p>	Months	60		
<p><u>Contractor's Offices and Sheds</u></p> <p>The Contractor shall provide, maintain and remove on completion office accommodation for meetings held on site. The office shall be provided with tables and chairs sufficient for the maximum number of persons attending meetings and shall be kept clean.</p>	Months	60		
TOTAL CARRIED TO COLLECTION			R	
<p><u>Temporary Services</u></p> <p><u>Location</u></p> <p>The Contractor shall agree the location of all temporary services with the Service manager before installation and on completion remove the same and make good.</p>	Months	60		
<p><u>Water</u></p> <p>The Contractor shall provide all water for the Works at his own expense and shall pay all charges levied by the owners of or the controllers of any water supply and from which he may reach his requirements. If this Contract embodies work at a Building or Institution where water is already laid on, the Contractor may by</p>	Months	60		
		39		

arrangement, and only by arrangement by the Service manager and with his written approval, use water from such supply. Permission must be obtained from the Service manager before any water is thus obtained and any connection and metering of water usage including payment therefore, or extension of the supply required must be carried out at the Contractor's expense. Such permission shall not relieve the Contractor of his responsibility of providing all water for the Works.

The Contractor shall exercise economy in use of the water obtained from the Employer.

TOTAL CARRIED TO COLLECTION

Electricity and Lighting

The Employer will supply electrical power contractor sites established on Camden Power Station site.

The Contractor shall use electricity efficiently in the course of the execution of his Works on Camden Power Station site. There shall be no charge for electricity used for construction purposes, unless the Contractor's use thereof is unreasonable.

The Contractor shall take all necessary precautions not to damage the power supply during performance of the Work.

The Employer shall endeavour to provide a safe and reliable power supply with interruptions kept to a minimum. No guarantees of power supply quality are, however, given and power supply interruptions of extended duration may occur without warning.

The Employer shall, where practicable, give reasonable notice of interruption of supply. Planned outages are normally arranged and advised for low activity periods such as a Sundays and limited to 8 hours. The Employer, however, reserves the right, in case of uncontrollable interruptions, emergency, or when it is not reasonably practicable to give notice, to cut off the supply without warning.

To this end the Contractor shall make arrangements, at his own expense, to guarantee continuity and quality of power for all activities where same is required.

Telecommunication equipment

The Contractor shall provide a telephone and facsimile machine for use by all persons engaged upon the Works. The Contractor shall be entitled to recover from such persons their usage cost of

Months

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Months

60

the facility.

Toilets

Months 60

The Contractor to supply his own toilet facilities in the site allocated to him and also in remote work areas for his staff. This will be in chemical toilets and toilets with holding tanks as needed.

Routine maintenance and emptying of these facilities shall be based on the level of usage to assure sanitary and health requirements are met. The Contractor shall provide, maintain, and remove when no longer needed, all pipe, pumps, and hardware to connect the sewage treatment plant to his office facilities from a connection point designated by the Employer. Installations shall be to the satisfaction of the Employer

The Contractor shall maintain the same in a thoroughly clean and tidy condition.

Taxes, etc

Months 60

Value added Tax (VAT) shall not be included in the prices and/ or rates of all measured items. The value in respect of VAT shall be added as a Lump Sum inserted against the appropriate item on the final summary page.

Notwithstanding anything to the contrary contained herein, should the rate of VAT be changed between the tender closing date and the date of issue of the final payment certificate, any additional tax payable by the Contractor resulting from such change in VAT shall be for the account of the Employer and any reduction in tax likewise resulting shall be for the benefit of the Employer.

TOTAL CARRIED TO COLLECTION

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GENERAL

Protection of the Works

Months 60

Specific protection measures required by the Employer are described in detail in the Works Information

Protection of existing and/or partially occupied Works

Months 60

The Contractor shall provide all reasonable temporary measures to protect/ isolate the existing and/ or sections of the occupied Works and remove such measures on completion.

Site Security - Works Information

Months

60

In order to maintain the integrity of the site during construction, it shall be necessary to implement security measures applicable to Contractor's employees. It is expected of the Contractor's Site Supervisors to exercise control over their staff and maintain order.

The Contractor shall take all appropriate measures for general site security and shall ensure that the following requirements are adhered to at all times:

TOTAL CARRIED TO COLLECTION

- a) All workers to be in new company overalls, safety helmets, boots, etc.
- b) Eskom shall not accept any responsibility for theft or damage to the Contractor's equipment while on site. It is expected that the Contractor shall provide own site security service.
- c) The following items will not be allowed on site:
 - i) Fire arms or other dangerous weapons
 - ii) Explosives
 - iii) Liquor
 - iv) Narcotic drugs

Disturbance

Months

60

The Contractor shall execute the Works with a minimum of disturbance to adjoining premises, any parts of the Works already handed over and the occupants of those premises and/ or parts. Any specific requirements are stated in the Works Information.

Works cleaning and clearing

Months

60

The Contractor shall regularly clean and clear away all rubbish and excess materials as the Works proceed and leave the Works in a clean and satisfactory state for use and occupation in terms of the agreement.

TOTAL CARRIED TO COLLECTION

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<p><u>Occupational Health and Safety Act</u></p> <p>The contractor shall for the duration of this contract be deemed to be the mandatory Eskom for the purposes of the Occupational Health and Safety Act No. 85 of 1993, and he shall prior to taking occupation of the site satisfy Eskom by means of written representations that he has fully complied with the relevant requirements of the said act.</p>	Months	60		
<p>TOTAL CARRIED TO COLLECTION</p> <p>Acceptance by Eskom of the contractors written representations in terms of the above shall constitute an agreement in writing to the arrangements and procedures between the parties to ensure compliance by the contractor with the provision of the act referred to therein, for the purpose of section 37(2) of the said act.</p> <p>Eskom shall at all times have the right to summarily suspend the performance of the contractor hereunder pending compliance by the contractor with any requirement, regulation and direction referred to.</p> <p>Eskom shall be entitled to set off against any amount owed by the Eskom to the contractor hereunder any loss or damage suffered by it as a result of the suspension of the contractors performance in the circumstances envisaged above.</p> <p>The Contractor shall price for all necessary items to comply with the Occupational Health and Safety Act Specification.</p>			R	
<p><u>Contract Price Adjustment</u></p> <p>This contract is subject to price escalations.</p>	Months	60		
<p><u>Retention</u></p> <p>Retention will initially be 5% of the value of work done, up to a maximum of 5% of the tendered value. Release of retention will only occur after 52 weeks from Practical completion.</p> <p>All retention, less any monies by the Contractor due to the Employer, will be released with the issue of the Defects Certificate.</p>	Months	60		
<p><u>Surety</u></p> <p>The Tenderer must allow for all charges in connection with the Performance Bond, which is to be furnished by the Contractor in terms of Clause A5 - Provision of a Surety of the Contract Data</p>	Months	60		
<p>TOTAL CARRIED TO COLLECTION</p>			R	

<p><u>Labour Record</u></p> <p>At the end of each week the Contractor shall provide the Service manager with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the Works each day.</p>	Months	60		
<p><u>Plant Record</u></p> <p>At the end of each week the Contractor shall provide the Service manager with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the Works.</p>	Months	60		
TOTAL CARRIED TO COLLECTION				
<p><u>Unauthorised Persons/ Workmen on Premises</u></p> <p>The Contractor shall at all times strictly exclude all unauthorised persons from the Works and the site and shall set up notice boards to that effect.</p>	Months	60		R
<p><u>Safety Helmets and Protective Clothing</u></p> <p>The Contractor shall take all necessary steps to ensure that all workmen employed on the Works comply with regulations regarding the wearing of safety helmets.</p> <p>The Contractor shall provide and keep on site an adequate supply of clean safety helmets and protective clothing for the use of all Employer's agents and all authorised visitors.</p> <p>Notice boards shall be erected warning all workmen and visitors to wear safety helmets on or about the Works.</p>	Months	60		
<u>MANAGEMENT OF CONTRACT</u>				
<p><u>Co-Ordination</u></p> <p>The Contractor is to submit a schedule of information required to all parties concerned, giving dates upon which such information and details are required on site</p>	Months	60		
TOTAL CARRIED TO COLLECTION				

<p><u>Cost of Claims</u></p> <p>All costs incurred by the Contractor in the preparation of claims to the satisfaction of the Service manager shall be borne by the Contractor.</p>	Months	60		
TOTAL CARRIED TO COLLECTION			R	
SPECIFIC PRELIMINARIES				
<p><u>Signage</u></p> <p>All warning signage must be in English</p>	Months	60		
<p><u>Environmental requirements</u></p> <p>All costs related to the compliance of the Environmental Requirements must be allowed for by the Contractor under this item</p>	Months	60		
<p><u>Police Clearance</u></p> <p>The Contractor shall provide Eskom Safety Reps with Police Clearances for all staff</p>	Months	60		
<p><u>Medicals</u></p> <p>The Contractor shall provide Eskom Safety Reps with Medicals for all staff</p>	Months	60		
<p><u>Level 2 First Aid Training</u></p> <p>The Contractor's staff shall possess Level 2 First Aid Training</p>	Months	60		
<p><u>Safety File</u></p> <p>The contractor shall provide Eskom Safety Reps with a Safety file</p>	Months	60		
<p><u>Management of work done by Task Order</u></p> <p>A task order will be issued by the Employer on a monthly basis with the task set out for the month on the task order.</p>	Months	60		
<p><u>Health and Safety Risk Management</u></p> <p>The Contractor shall comply with the health and safety requirements contained in Camden Safety, Health and Environmental Specification as updated.</p> <p>The Employer's Safety Officers shall inspect the Contractor Working Areas and Facilities for compliance to Eskom's standards.</p>	Months	60		

<p><u>Environmental Constraints and Management</u></p> <p>The Contractor shall comply with the environmental criteria and constraints stated in the following:</p> <p>240-144088199: The monitoring, control and eradication plan for invasive plant species at Camden Power Station</p> <p>229/12295: Camden Waste Management Plan</p>	Months	60		
<p><u>Quality Assurance Requirements</u></p> <p>The Contractor shall comply with the quality requirements as stated in QM-58 as updated.</p>	Months	60		
<p><u>Employee requirements</u></p> <p>Do not retain, encumber or reserve title to such items.</p>	Months	60		
<p><u>Management and Supervisors</u></p> <p>Must be able to communicate in English</p> <p>Contractor to ensure that all personnel working under this contract are adequately trained on all types of equipment related to the contract prior to the commencement of the contract.</p> <p>The Contractor and staff to conduct business in a courteous and professional manner. The Contractor to employ enough employees to be able to execute all tasks in unity as per the schedule set out for each month.</p>				
<p><u>Minimum Requirements of People Employed</u></p> <p>The Contractor will be required to recruit within the Msukaligwa Local Municipality.</p> <p>Minimum requirements and daily activities for a Site Manager and 3 Supervisors but not restricted to</p>				
<p><u>Site Manager</u></p> <p>Qualifications — National Diploma: Horticulture with minimum 3 years or more experience in horticulture and landscaping environment.</p>	Months	60		
<p><u>Minimum of 3 Supervisors</u></p> <p>Must have proof of Supervisory training and 1 year or more experience as a Supervisor</p> <p>Hazardous chemicals substances training and knowledge</p> <p>Hazards Identification and Risk Assessment training</p> <p>Knowledge of Safety, Health, Environmental and Quality Management Systems</p>	Months	60		

Construction regulation			
Job observation			
Report writing skills			
Computer literate			
Communication skills			
Mentoring and coaching skills			
Incident investigation skills			
<u>Minimum requirements for one SHEQ officer</u>	Months	60	
SHEQ Officer with the following training and experience:			
1 year or more experience in horticulture environment			
Hazards Identification and Risk Assessment training			
Knowledge of Safety, Health, Environmental and Quality Management Systems			
Construction regulation			
Job observation			
Report writing skills			
Computer literate			
Hazardous chemicals substances training and knowledge			
Communication skills			
Incident investigation skills			
<u>General workers</u>	months	60	
Eskom also needs the following General Workers for this project for the duration of 36 months			
20 x General Labour			
20 x Skilled Grass cutters / Operators			
2 x Tractor drivers			
1 x Administrator			
1 x Cleaner			
Special plant and Equipment			
Tools, equipment and consumables (e.g Fuel)	months	60	
Plant - Road Signs	months	60	
Staff Transport / home work home	months	60	
Staff Transport / on site	months	60	
Site Manager LDV	months	60	
TOTAL CARRIED TO COLLECTION			R

PRELIMINARIES
COLLECTION

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PRELIMINARIES

CARRIED TO FINAL SUMMARY

SHE BILLS OF QUANTITIES

Item	Unit	Quantity	Rate	Amount
<p><u>SECTION 2: OCCUPATIONAL HEALTH AND SAFETY</u></p> <p>The Contractors attention is drawn to the provisions of the Construction Regulations, 2014 issued in terms of the Occupational Health and Safety Act, 1993 in which it is specifically stated that the Employer shall ensure that the Contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor is referred to the Occupational Health and Safety Specification for Construction attached to this document and the contractor shall price for compliance with the Act and the regulations and the provisions of the aforementioned Health and Safety Specification.</p> <p>The legal requirements contemplated in Construction Regulations CR 5 (1) (g)</p> <p>"A Client must ensure that potential principal contractors submitting tenders, have made adequate provision for the cost of health and safety measures"</p> <p>and CR 5 (1) (h)</p> <p>"A Client must ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely"</p> <p>shall apply and failure to price the Health and Safety items will result in the tender being deemed non - responsive.</p> <p>The contractors attention is further drawn to Section 41 of the OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 1993: THIS ACT NOT AFFECTED BY AGREEMENTS</p> <p>Subject to the provisions of sections 10 (4) and 37 (2), a provision of this Act or a condition specified in any notice or direction issued there under or subject to which exemption was granted to any person under section 40, shall not be affected by any condition of any agreement, whether such agreement was entered into before or after the commencement of this Act or before or after the imposition of any such condition, as the case may be.</p>				

Prior to pricing the Contractor must familiarize him/herself with the Project-Specific Health & Safety Specifications, OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 of 1993 as well as the Construction Regulations, 2014, other Relevant Regulations and Standards.

General

Notify the Provincial Director Department of Labour in writing of the commencement of construction work with and including submission of a letter of receipt and acknowledgement of the aforementioned notice by the director or his/ her representative

1 F..... VT..... months 60

Allow for the necessary Workmans Compensation Fund or FEM contributions for the duration of the project with and including renewals.

2 F..... VT..... months 60

Carried forward to Collection

R

Allow for the preparation and approval of project - specific H&S Plan & File(CR7 (1) (a))

3 F..... VT..... months 60

Allow for the implementation and maintenance of project specific H&S Plan & File. (CR 7)

4 F..... VT..... months 60

Allow for the appointment of a Full - Time Competent Health & Safety Officer to assist in the control of all health and safety related aspects on site as per CR8 (5)

5 F..... VT..... months 60

Provide for appointment of responsible and competent person/s to manage and supervise the works and administer and enforce health and safety on site as per CR 8 (1), (2) and (7)

6 F..... VT..... months 60

	Allow for provision of telecommunication facilities for the appointed Construction Health and Safety Officer				
7	F..... VT.....	months	60		
	Allow for provision of Basic Emergency Preparedness and Response equipment and minimum Level 2 First Aider/s				
8	F..... VT.....	months	60		
	Provide, supply and maintain for each worker the following SANS approved Personal Protective Equipment & Clothing as per the site - specific risk assessments:				
9	F..... VT.....	months	60		
	Hard Hats (High Density polyethylene with 6 - point lining)				
10	F..... VT.....	months	60		
	Overall / work suit (100% Cotton)				
11	F..... VT.....	months	60		
	High visibility reflective vests and / or bibs				
12	F..... VT.....	months	60		
	Safety boots / shoes (Steel - toe)				
13	F..... VT.....	months	60		
	Safety gumboots (Steel - toe)				
14	F..... VT.....	months	60		
	Carried forward to Collection			R	
	Ear Plugs/ Muffs				
15	F..... VT.....	months	60		
	Dust Masks (at least FF2 type)				

16	F..... V T.....	months	60		
	Respirators				
17	F..... V T.....	months	60		
	Safety goggles				
18	F..... V T.....	months	60		
	Temporary handrails, toe boards, etc other than for access scaffolding				
19	F..... V T.....	months	60		
	Personal fall arrest and rescue equipment with and including life lines and associated equipment				
20	F..... V T.....	months	60		
	SANS approved safety netting (orange colour minimum 1,2 meters high)				
21	F..... V T.....	months	60		
	Temporary warning signs and symbols				
22	F..... V T.....	months	60		
	Road traffic signs in terms of the South African Road Traffic Signs Manual				
23	F..... V T.....	months	60		
	<u>Medical Examinations</u>				
	Allow for pre-employment medical examinations				
24	F..... V T.....	months	60		
	Allow for baseline psychological examinations				
25	F..... V T.....	months	60		

	Allow for exit medical examinations				
26	F..... VT.....	months	60		
	<u>Health and Safety Education</u>				
	Allow for HIV/AIDS Awareness and Implementation programmes, including STI and TB				
27	F..... VT.....	months	60		
				Carried forward to Collection	R
	Allow for all compulsory health and safety awareness programmes (e.g. Inductions, Toolbox Talks, Safety Promotions, H&S related training, etc.)				
28	F..... VT.....	months	60		
	<u>Environmental</u>				
	Provide for adequate handling and storage of materials so as to minimize contamination of ground, air or water				
29	F..... VT.....	months	60		
	Provide for the adequate and safe collection and disposal of waste material and effluent from site by and approved method.				
30	F..... VT.....	months	60		
	Provide Facilities and Eating Area for workers				
31	F..... VT.....	months	60		
	Provide for rehabilitation on completion of site areas and temporary access routes not covered by construction or landscaping specifications				
32	F..... VT.....	months	60		

33	Provide for adequate dust control measures, including regular watering of access routes. F.....VT.....	months	60		
34	Provide for an Environmental Officer or responsible person to prepare and update Method Statements, conduct regular inspections, maintain records and report to the Contracts Manager F..... VT.....	months	60		
Carried forward to Collection				R	
COLLECTION					
TOTAL BROUGHT FORWARD FROM PAGE:				1	
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CARRIED TO FINAL SUMMARY					R -

LANDSCAPING BILLS OF QUANTITIES

Item No.	DESCRIPTION	FREQUENCY	UNIT	QUANTITY	RATE	NO OF TIMES	AMOUNT
	<u>BILLS OF QUANTITIES</u>						
	<u>THE CONTRACTOR MUST MECHANICALLY CUT THE GRASS AND ALSO THE EDGES TO AN ACCPEPTABLE LENGTH</u>						
1	<u>Main Entrance Security Control (outside)</u>						
1.1	Area from left side of Tar road to Security Fence (in line with corner of security fence up to main building)	once a week	m ²	2 607		260	
1.2	Area from right side of Tar road beginning of parking to corner of Telkom control building - to security fence	once a week	m ²	2 566		260	
1.3	Island area between split of roads up to entrance building (grass, hard surfaces and bedding)	once a week	m ²	996		260	
2	<u>Main Entrance Security Control (inside)</u>						
2.1	Grass terrace surrounding building and Island between tar roads (grass and path way)	once a week	m ²	750		260	
3	<u>Area in front of Relay House 275kV</u>						
3.1	Area between tar road and 400 HV Yard up to security fence and fence in game yard (including stairs and path way)	twice per month	m ²	141 280		120	
4	<u>88kV Yard</u>						
4.1	Left side of main building between tar road and main gravel roads surrounding area up to security fence	once per month	m ²	34 741		60	
5	<u>MH Oil Traps/Eastern Cooling towers</u>						
5.1	Area surrounded between tar and gravel roads including areas with buildings (grass, grass walls railway line, fenced concrete slabs and paved areas)	once per month	m ²	200 910		60	
6	<u>The following areas are combined into one total area (open area)</u>						
6.1	From ruin scrap yard between tar and gravel roads to security fence including Ash booster pump house, Heli-pad, Raw water Reservoir No 3, AWR dam, Coal stockpile yard, Sewerage Plant and conveyor system up to Coal Staith	twice per month	m ²	120 142		120	
7	<u>Western Cooling Towers</u>						
7.1	Area between tar roads and security fence	twice per month	m ²	8 330		120	

8	<u>Eastern Cooling Towers</u>					
8.1	Terraces around Eastern Cooling Towers, valley along weigh bridge road, around WTP	twice per month	m ²	107 480		120
9	<u>Contractor's Yards and 400kV HV Yard front</u>					
9.1	Area between tar road and security fence, game yard fence and 400kV HV Yard (field grass)	once per month	m ²	136 500		60
9.2	Area between Tar road (opposite office buildings) and Total length of HV Yard (up to stairway) (fine grass and beddings)	once per month	m ²	3 000		60
10	<u>Offices area</u>					
10.1	Behind Parkhome 1 & 2 and Canteen	once a week	m ²	381		260
10.2	At split of tar road second island at entrance of offices	once a week	m ²	314		260
10.3	Total terrace between office buildings/fire station (incl. bedding)	once a week	m ²	4 115		260
11	<u>Security Fence Outside</u>					
11.1	Outside area of Security Fence surrounding Camden Power Station	once per quarter	m ²	47 000		20
12	<u>Training Center</u>					
12.1	Around the training center	once a week	m ²	4 080		260
12.2	Flower beds	once a week	m ²	150		260
13	<u>OUTSIDE AREA</u>					
13.1	<u>Raw Water Reservoir 1 & 2 Dam</u>					
13.1.1	Complete area surrounded by fence (Raw Water Reservoir 1 & 2 and security fence)	once per month	m ²	37 150		60
14	<u>Entrance from Piet Retief road to Power Station turn off</u>					
14.1	Grassed area at Eskom Board on both sides and then 5m wide on both sides of the road from the tar road (Oak road)	once per month	m ²	32 000		60

15	<u>Ash lines from the security fence to Coal haulage road</u>					
15.1	Ash lines to Coal Haulage road 3m from both sides	once per month	m ²	21 000		60
16	<u>Coal Haulage gravel road to Ash Dam</u>					
16.1	Sides of road 3m from both sides	once per month	m ²	34 000		60
17	<u>Railway Coal Terminal</u>					
17.1	Inside area of railway coal terminal	once per month	m ²	52 400		60
18	<u>Eskom Partners Offices</u>					
18.1	Area around the Offices (Old Ash Dam)	twice per month	m ²	20 400		120
18.2	Area around the Offices (Roshcon, Rotek and PTM yards)	twice per month	m ²	2 350		120
19	<u>De Jager's Pan</u>					
19.1	Along the Cable Racks	once per month	m ²	4 150		60
20	<u>Reclamation Dam</u>					
20.1	Around the reclamation dam outside and inside 5m wide	once per month	m ²	3 850		60
21	<u>New Ash dam security fence and offices</u>					
21.1	New ash dam	once per month	m ²	179 458		60
21.2	New ash dam offices	once per month	m ²	1 507		60
21.3	New AWR pump house	once per month	m ²	16 672		60
21.4	AWRD dam	once per month	m ²	36 553		60
21.5	Coal Dam	once per month	m ²	7 912		60
21.6	Old Ash Dam	once per month	m ²	689		60
21.7	Incomplete Admin Building	once per month	m ²	4 028		60
21.8	All Contractors Yard	once per month	m ²	7 734		60

22	Bush Clearing (Provisional)					
22.1	The Contactor must mechanically	once per month	m ²	1 200		60
23	Top Dressing and Levelling					
23.1	The contractor must allow for top dressing and levelling to all lawn areas	annually	m2	5 863		5
24	WEED CONTROL					
24.1	Area surrounded by tar roads - between Power Station and Coal Staith					
24.1.1	Plants in Concrete rings (unit)	once per quarter	m ²	810		20
24.1.2	Trees and Bedding - front of building	once per quarter	m ²	236		20
24.1.3	Concrete and Paving areas	once per quarter	m ²	3 500		20
24.1.4	Grass (all areas) - Training Centre	once per quarter	m ²	4 080		20
24.1.5	New Ash Dam V drains	once per quarter	m ²	40 480		20
24.1.6	New Ash Dam Offices (Paving)	once per quarter	m ²	8 030		20
24.1.7	V-Drain along the Power Station	once per quarter	m ²	9 152		20
24.1.8	All Contractors Yard	once per quarter	m ²	12 360		20
25	Coal Staith					
25.1	Concrete slab total length (remove grass and chemically spray weed killer)	once per quarter	m ²	302		20
25.2	Areas between Coal Staith up to gravel road (grass)	once per quarter	m ²	8 260		20
25.3	Area between Power Station and offices Generators and railway line, (concrete and gravel) (remove grass and spray weed killer)	once per quarter	m ²	1 400		20
26	Security Fence Inside					
26.1	Inside area of Security Fence surrounding Camden Power Station - Chemical Weed killing of grass	once per quarter	m ²	47 000		20

27	<u>Alien Vegetation</u>						
27.1	Alien vegetation removal	twice a month	m ²	25 000		120	
28	<u>V-Drain along the Coal reserves</u>						
28.1	Remove grass and chemically spray weed killer	once per quarter	m ²	1 340		20	
29	<u>Tree Pruning (Provision)</u>						
29.1	Small Trees	once per quarter	No	36		20	
29.2	Medium Trees	once per quarter	No	20		20	
29.3	Large Trees	once per quarter	No	12		20	
30	<u>Tree Cutting (Provisional)</u>						
30.1	Small Trees	once per quarter	No	45		20	
30.2	Medium Trees	once per quarter	No	31		20	
30.3	Large Trees	once per quarter	No	18		20	
40	<u>Preparation of planters areas and designing Flower Beds</u>						
40.1	Weed out all alien plants,remove all dead plants and leaves and prepare ground for new plants including designing Flower Beds as per intructions from the Service Manager as and when required.	twice a month	m2	591		120	
40	<u>Frost Protection</u>						
40.1	Frost Protection Fabric to protect plant from winter cold and frost and this is to be maintained for the duration	yearly	metre	200		5	
50	<u>Fire breaks</u>						
R 50	Winter fire breaks	once a year	m ²	120 000		5	

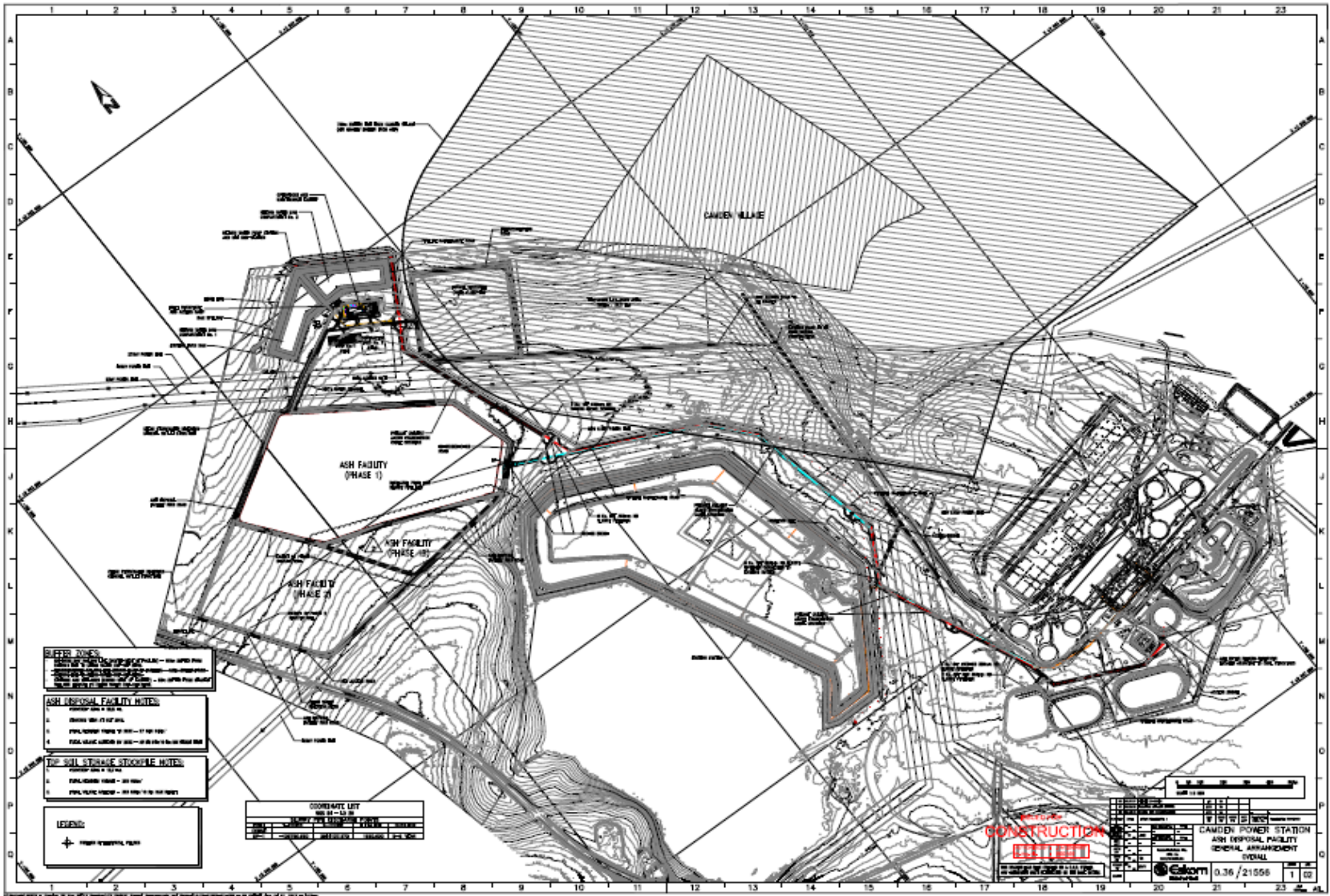
60	PROVISIONAL SUM AMOUNT						
60.1	PROVISIONAL SUMS						
	NOTE: All P.C. Amounts and Provisional Sums appearing in these Acitivity Schedule are Net Costs excluding Value Added Tax (VAT) and the Contractor must add for any profit, etc. If required against the item immediately following the P.C Amount or Provisional Sum concerned.						
	The Provisional Sums are all NET amounts (exclusive of commission or discount for the contractor)						
	Under no circumstances may any Provisional or Budgetary amount be extended at an amount lower than the amount given in the descriptions.						
	Provisional Sums and Budgetary allowances contained herein may be omitted or reduced at the Service manager discretion and the Contractor shall not be entitled to claim for any loss by way of reductions or omission of any discount or percentage relating to Provisional amounts and Budgetary sums or any loss of profit related thereto.						
60.2	Provide the amount of R1 600 000.00 (One million Six Hundred Rands) for Garden Furniture,Water Features etc	Item		1	R	1 600 000.00	R1 600 000.00
60.3	Profit on above item.	Item		1			
60.4	Attendance on ditto.	Item		1			
TOTAL TRANSFERRED TO FINAL SUMMARY							R

FINAL SUMMARY

Provision of Horticultural Maintenance Services at Camden Power Station

FINAL SUMMARY

ITEM NO.	<u>DESCRIPTION</u>				AMOUNT
1	SHE BOQ				R
2	PRELIMINARIES AND GENERAL				R
3	LANDSCAPE BOQ				R
	Sub-total				R
	<u>Value Added Tax</u>				
	Value Added Tax (15%)	Item			R
	Carried to form of Offer				R



SETBACK RULES:
 1. ALL CONSTRUCTION SHALL BE SETBACK FROM ALL EXISTING AND PROPOSED BOUNDARIES AND ADJACENT PROPERTIES AS SHOWN ON THIS PLAN.
 2. ALL CONSTRUCTION SHALL BE SETBACK FROM ALL EXISTING AND PROPOSED BOUNDARIES AND ADJACENT PROPERTIES AS SHOWN ON THIS PLAN.

ASH REMOVAL FACILITY NOTES:
 1. PHASE I SHALL BE 100' x 100' IN SIZE.
 2. PHASE II SHALL BE 100' x 100' IN SIZE.
 3. PHASE III SHALL BE 100' x 100' IN SIZE.

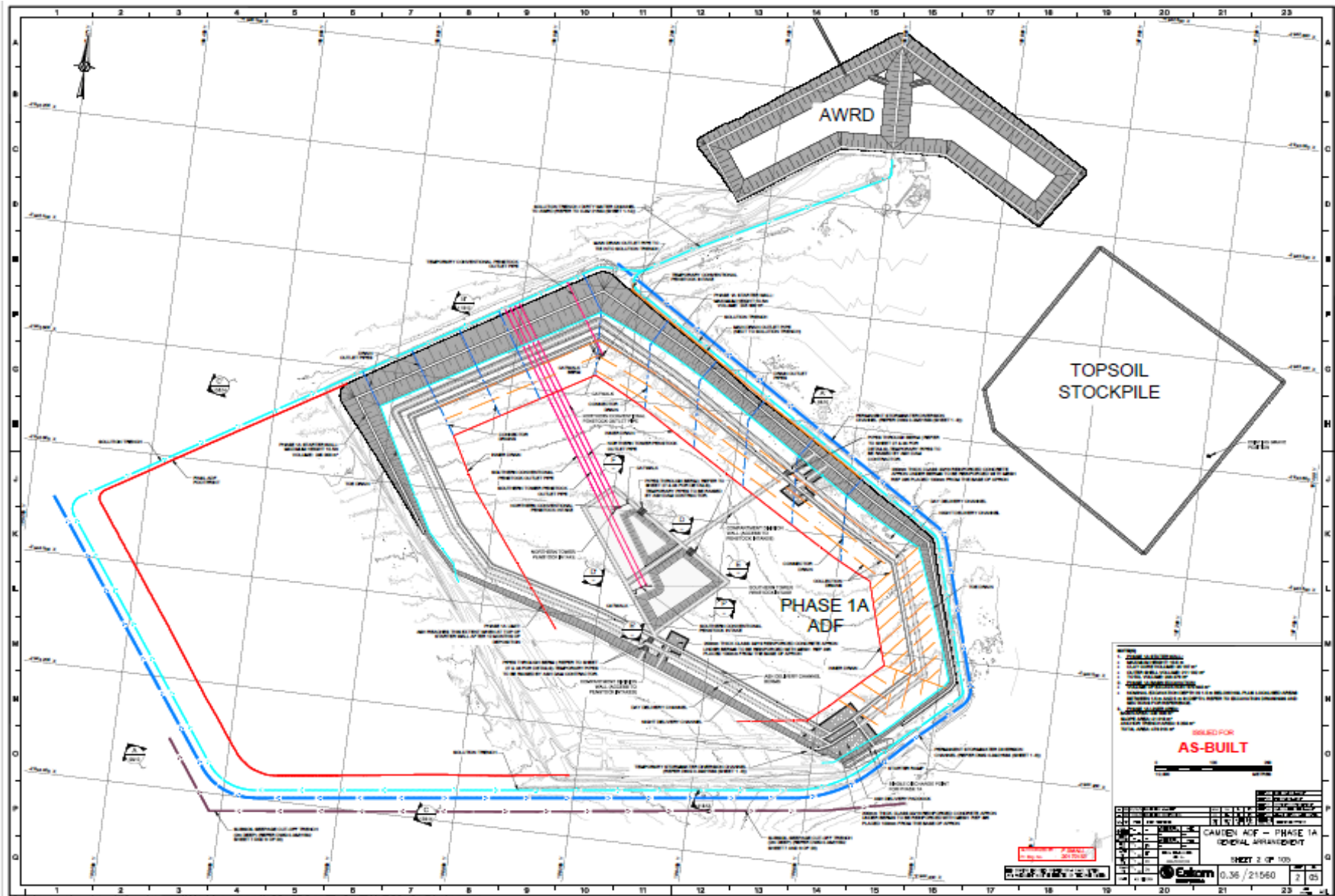
TOP SOIL STORAGE STOCKPILE NOTES:
 1. PHASE I SHALL BE 100' x 100' IN SIZE.
 2. PHASE II SHALL BE 100' x 100' IN SIZE.
 3. PHASE III SHALL BE 100' x 100' IN SIZE.

LEGEND:
 + NORTH ARROW POINT

CONCRETE LOT	
NO.	AREA
1	100' x 100'
2	100' x 100'
3	100' x 100'
4	100' x 100'
5	100' x 100'
6	100' x 100'
7	100' x 100'
8	100' x 100'
9	100' x 100'
10	100' x 100'
11	100' x 100'
12	100' x 100'
13	100' x 100'
14	100' x 100'
15	100' x 100'
16	100' x 100'
17	100' x 100'
18	100' x 100'
19	100' x 100'
20	100' x 100'
21	100' x 100'
22	100' x 100'
23	100' x 100'

CONSTRUCTION
 [Stamp]

PROJECT NO.	036 / 21556
DATE	1 / 00
CAMDEN POWER STATION ASH REMOVAL FACILITY GENERAL ARRANGEMENT SHEET 1 OF 10	
Calson	







ESKOM GROUP OF COMPANIES

PROJECT INFORMATION	
PROJECT NAME	DANDEONG POWER STATION
PROJECT NO.	35-36 / 2132
CLIENT	ESKOM GROUP OF COMPANIES
DATE	2012
DRAWN BY	
CHECKED BY	
APPROVED BY	



35-36 / 2132