

The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in LimLanga Cluster - Limpopo on an "as and when" required basis over a period of 60 months



## NEC3 Term Service Contract (TSC3)

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

**and**

**for** The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in LimLanga Cluster - Limpopo on an "as and when" required basis over a period of 60 months.

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**Enquiry No. : LPOO158NK**

The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in LimLanga Cluster - Limpopo on an "as and when" required basis over a period of 60 months

## **PART C1: AGREEMENTS & CONTRACT DATA**

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## C1.1 Form of Offer & Acceptance

**Offer**

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

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in LimLanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months.**

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

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

Options A	The offered total of the Prices exclusive of VAT is	<b>Rates Based Contract</b>
	(in words) <b>Rates Based Contract</b>	

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the  
Tenderer:**

\_\_\_\_\_  
*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Tenderer’s CIDB registration number:

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**Acceptance**

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

The terms of the Contract, are contained in:

- Part C1            Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2            Pricing Data
- Part C3            Scope of Work: Service Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the Employer**

*(Insert name and address of organisation)*

Name & signature of witness

Date

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

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

**For the Tenderer**

**For the Employer**

Signature

.....

.....

Name

.....

.....

Capacity

.....

.....

On behalf of

*(Insert name and address of organisation)*

*(Insert name and address of organisation)*

Name & signature of witness

.....

.....

Date

.....

.....

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## C1.2 TSC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	<p>The <i>conditions of Contract</i> are the core clauses and the clauses for main Option:</p> <div style="background-color: #cccccc; height: 20px; width: 100%; margin-bottom: 5px;"></div> <p>dispute resolution Option</p> <p>and secondary Options</p> <div style="background-color: #cccccc; height: 20px; width: 100%; margin-bottom: 5px;"></div> <div style="background-color: #cccccc; height: 300px; width: 100%; margin-bottom: 5px;"></div> <div style="background-color: #cccccc; height: 80px; width: 100%;"></div>	<p><b>A:     Priced Contract with price list</b></p> <p><b>W1:    Dispute resolution procedure</b></p> <p><b>X1:     Price adjustment for inflation</b></p> <p><b>X2     Changes in the law</b></p> <p><b>X17:   Low service damages</b></p> <ul style="list-style-type: none"> <li>• Failure to complete work within specified timeframe. Contractor will be penalised for 0,5% of each full business day of delay after the Task order expiry date, unless the Contractor has communicated and resolved challenges with Eskom Project Team.</li> <li>• Abandoning the project after accepting the Task Order. Contractor will be penalised for 0,5% of each full business day of delay after the Task order expiry date, unless the Contractor has communicated and resolved challenges with Eskom Project Team. Failure to communicate (i.e., answer call and emails from project management team). Eskom emails reserves the right to withdraw the Task order/s if there’s no response to emails within 10 working days of reception.</li> </ul> <p><b>X18:   Limitation of liability</b></p> <p><b>X19:   Task Order</b></p> <ul style="list-style-type: none"> <li>• Abandoning the project after accepting the Task Order is prohibited, the contractor shall owe Eskom 0,5% of the overall Task order value at the end of</li> </ul>

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the Task order completion date as the ask order would then be considered as "abandoned Task order".

The Scope of work specified on the Task Order shall be completed, no omission of certain Tasks shall be accepted (e.g. Without reasons, fail to apply herbicide during project execution). Contractor would have to then go back to site and complete the Task without compensation for extra work

**X20: Key performance indicators**

- send monthly manhour report during the specified date, failure of which would prompt litigation and possible penalties or termination by Eskom.
- send weekly progress report to the project co-ordinator and the respective CNC, failure of which would prompt litigation and possible penalties or termination by Eskom.

**Z: Additional conditions of Contract**

of the NEC3 Term Service Contract April 2013<sup>1</sup> (TSC3)

10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>+27 15 299 1300</b>
10.1	The <i>Service Manager</i> is (name):	<b>Noko Kganyago</b>
	Address	<b>92 Hans van Rensburg Str, Polokwane, 0700</b>
	Tel	<b>015 299 0671</b>
	Fax	<b>N/A</b>
	e-mail	<b>KganyaNI@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>LimLanga cluster - Distribution Limpopo Operating Unit</b>
11.2(13)	The <i>service</i> is	<b>a) The provision of vegetation management</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

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11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> <li>1. Late response to the task order</li> <li>2. Non-compliance of terms and conditions of the Contract.</li> </ol>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the Contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this Contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 week</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>1 week of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>To be Advised</b>
30.1	The <i>service period</i> is	<b>60 months</b>
<b>4</b>	<b>Testing and defects</b>	
		<b>As per terms and conditions of the NEC3 Term Service Contract April 2013<sup>1</sup> (TSC3)</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>Between the 25th day of each successive month.</b>
51.1	The <i>currency of this Contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>3 weeks.</b>
51.4	The <i>interest rate</i> is	<p><b>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</b></p> <p><b>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if</b></p>



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**no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.**

6	<b>Compensation events</b>	As per terms and conditions of the NEC3 Term Service Contract April 2013 <sup>1</sup> (TSC3)
7	<b>Use of Equipment Plant and Materials</b>	As per terms and conditions of the NEC3 Term Service Contract April 2013 <sup>1</sup> (TSC3)
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>1. as stated for "Format TSSC3" available on <a href="http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</b>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</b>
83.1	The <i>Contractor</i> provides these additional insurances:	<b>None</b>
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i>	

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	property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this Contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..</b>
<b>9</b>	<b>Termination</b>	<b>As per terms and conditions of the NEC3 Term Service Contract April 2013<sup>1</sup> (TSC3)</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced Contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>2 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	

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<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	<b>The rates will be fixed and firm for the first 12 months of the contract. At the anniversary date of the contract the prices will be adjusted in accordance with the published SEIFSA index (Consumer Price Index for services)</b>
<b>X2</b>	<b>Changes in the law</b>	
		<b>As per terms and conditions of the NEC3 Term Service Contract April 2013<sup>1</sup> (TSC3)</b>
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is	<b>0.5% of the Task Order value per complete week of delay.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event.</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>• <b>the total of the Prices at the Contract Date</b></li> </ul> <b>and</b> <b>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles.</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this Contract, other than the excluded matters, is limited to	<b>the total of the Prices other than for the additional excluded matters.</b> <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this Contract for</b> <ul style="list-style-type: none"> <li>• <b>Defects due to his design, plan and specification,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Affected Property,</b></li> <li>• <b>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and</b></li> </ul>

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		<ul style="list-style-type: none"> <li>• <b>infringement of an intellectual property right.</b></li> </ul>
X18.5	The <i>end of liability date</i> is	<b>52 months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>2 days of receiving the Task Order</b>
<b>X20</b>	<b>Key Performance Indicators (not used when Option X12 applies)</b>	
X20.1	A report of performance against each Key Performance Indicator is provided at intervals of	<b>3 months</b>
<b>Z</b>	<b>The <i>additional conditions of Contract</i> are</b>	
		<b>Z1 to Z11 always apply.</b>

#### **Z1 Cession delegation and assignment**

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this Contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

#### **Z2 Joint ventures**

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the

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*Employer* may either re-negotiate this Contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.

- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

## **Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this Contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his sub-contractors abide by the undertakings in this clause.

## **Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in

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this Contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and

- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this Contract and ensures that his Sub Contractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

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

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

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

## **Z8 Notifying compensation events**

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

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

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

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

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

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

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

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## Z11 Ethics

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Sub Contractors or Sub Contractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Sub Contractors or the Sub Contractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this Contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a Contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

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## **Annexure A: Insurance provided by the Employer**

*These notes are provided as guidance to Contracting Contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.*

1. Services provided in a TSC3 Contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, Contracting Contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this Contract.
4. Contracting Contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the Contracting Contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.



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## C1.2 Contract Data

### Part two - Data provided by the Contractor

**Notes to a Contracting Contractor:**

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)<sup>1</sup> in order to understand the implications of this Data which the Contractor is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):  Address  Tel No.  Fax No.	
11.2(8)	The <i>direct fee percentage</i> is  The <i>subcontract fee percentage</i> is	<b>10%</b>  <b>10%</b>
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:  1      Name:  Job:  Responsibilities:  Qualifications:  Experience:  2      Name:  Job  Responsibilities:  Qualifications:	

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Experience:

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

<b>A</b>	<b>Priced Contract with price list</b>
11.2(12)	The <i>price list</i> is in
11.2(19)	The Contracted total of the Prices is <b>Rates based Contract</b>

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## C1.3 Forms of Securities

### **Pro formas for Bonds & Guarantees- NOT APPLICABLE FOR THIS CONTRACT**

For use with the NEC3 Term Service Contract (TSC3)

The *conditions of Contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee  
Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee "in the form set out in the Service Information". Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the Contract.

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## PART 2: PRICING DATA

### TSC3 Option A

<b>Document reference</b>	<b>Title</b>
C2.1	Pricing assumptions: Option A
C2.2	The <i>price list</i>

The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in LimLanga Cluster - Limpopo on an "as and when" required basis over a period of 60 months

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

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

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

### Preparing the *price list*

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

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

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

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

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

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

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

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

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

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## C2.2 the *price list*

### Cycle 1

LOU VEGETATION MANAGEMENT			
No	Description	Unit	Rates
<b>A</b>	<b>Vegetation Biomes</b>		
	<b>Line Length</b>	<b>m</b>	<b>0</b>
	<b>Servitude Width</b>	<b>m</b>	<b>0</b>
1	Albanu Thicket	m <sup>2</sup>	R0.60
2	Forest	m <sup>2</sup>	R0.78
3	Grassland	m <sup>2</sup>	R0.22
4	Savanna	m <sup>2</sup>	R0.60
5	Reeds Cut and stacking	m <sup>2</sup>	R1.50
6	Reeds Cut and removal	m <sup>2</sup>	R1.50
7	Weeding and Hebicide Application	m <sup>2</sup>	R1.48
8	Pure Grass Cutting	m <sup>2</sup>	R0.17
9	Pure Grass Removal	m <sup>2</sup>	R0.13
10	Substaion Grass cutting	m <sup>2</sup>	R0.57
10	Herbicieds Applications (Substation)	m <sup>2</sup>	R1.48
<b>B</b>	<b>Modifiers</b>		
1	Single tree Event >400mm (Inc. cutting of tree into smaller stumps and placing away from servitude)	Each	R2 514.27
2	Single tree Event <400mm (Inc. cutting of tree into smaller stumps and placing away from servitude)	Each	R390.56
3	Hedges	m <sup>2</sup>	R21.38
4	Reeds and Bamboo	m <sup>2</sup>	R 3.07
5	Fruit Trees	m <sup>2</sup>	R 1.57
6	Trimming trees in Town & Wind Breaks	Each	R 263.26
8	Call Out for Fallen Tree Week	Each	R 3 556.74
9	Call Out for Fallen Tree Sunday	Each	R 4 742.32
10	Invader species Modifier	m <sup>2</sup>	R 0.40
11	Slope and Inaccessible Areas requiring additional safety equipment rope access and specail tree recovery equipment add to the standard vegetation controll costs needs to be introduced Localy and at Eskom Operating Units		Compensation event On Contingency
13	Collection and disposal of Dry Wood and/or waste	Km	R8.70
14	Fire breaks fence between boundary fences 2meters outside and outside the fence	m	R186.74

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	<b>Substations Grass Cutting</b>		
Substations	Grass within substations ie. area within outer substation fences and outer perimeter fence line as defined by the Snr Supervisor.	m <sup>2</sup>	R0.57
Substations	All cut material must be removed from site & disposal certificates given to Eskom using LDV 4X2	Km	R5.64
Substations	All cut material must be removed from site & disposal certificates given to Eskom using LDV 4X4	Km	R8.70
Substations	All cut material must be removed from site & disposal certificates given to Eskom using 2-4 Ton Truck	Km	R18.70
Substations	All cut material must be removed from site & disposal certificates given to Eskom using 8 Ton Truck	Km	R24.50
Substations	All cut material must be removed from site & disposal certificates given to Eskom using 8 Ton Truck with Crane	Km	R28.41
<b>Asset Creation Projects</b>	Daily Rate. Used where less than 235,000m <sup>2</sup> of bush clearing is issued (approximately 12 spans.) Also used for isolated areas on a once off task order.	Daily	R10 440.00
	<b>Sub-Total</b>		
	Safety (4%)		
	PPE (1%)		
	Travel to site and Handling Fee (5%)		
	<b>Total</b>		

## Cycle 2

LOU VEGETATION MANAGEMENT			
No	Description	Unit	Rates
<b>A</b>	<b>Vegetation Biomes</b>		
	<b>Line Length</b>	<b>m</b>	<b>0</b>
	<b>Servitude Width</b>	<b>m</b>	<b>0</b>
1	Albanu Thicket	m <sup>2</sup>	R 0.38
2	Forest	m <sup>2</sup>	R 0.53
3	Grassland	m <sup>2</sup>	R 0.14
4	Savanna	m <sup>2</sup>	R 0.31
5	Reeds Cut and stacking	m <sup>2</sup>	R 0.78
6	Reeds Cut and removal	m <sup>2</sup>	R 1.47
7	Weeding and Hebicide Application	m <sup>2</sup>	R 0.35
8	Pure Grass Cutting	m <sup>2</sup>	R 0.16
9	Pure Grass Removal	m <sup>2</sup>	R 0.13
10	Substaion Grass cutting	m <sup>2</sup>	R 0.57



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10	Herbicides Applications (Substation)	m <sup>2</sup>	R1.48
<b>B</b>	<b>Modifiers</b>		
1	Single tree Event >400mm	Each	
2	Single tree Event <400mm	Each	
3	Hedges	m <sup>2</sup>	R 10.69
4	Reeds and Bamboo	m <sup>2</sup>	R 1.53
5	Fruit Trees	m <sup>2</sup>	R 0.79
6	Trimming trees in Town & Wind Breaks	Each	
8	Call Out for Fallen Tree Week	Each	
9	Call Out for Fallen Tree Sunday	Each	
10	Invader species Modifier	m <sup>2</sup>	R 1.47
11	Slope and Inaccessible Areas requiring additional safety equipment rope access and special tree recovery equipment add to the standard vegetation control costs needs to be introduced Locally and at Eskom Operating Units (compensation event on contingency)		R 0.00
12	Collection and disposal of Dry Wood and/or waste	Km	R8.70
13	Fire breaks fence between boundary fences 2meters outside and outside the fence	m	R186.74
	<b>Substations Grass Cutting</b>		
Substations	Grass within substations ie. area within outer substation fences and outer perimeter fence line as defined by the Snr Supervisor.	m <sup>2</sup>	R0.56
Substations	All cut material must be removed from site & disposal certificates given to Eskom using LDV 4X2	Km	R5.64
Substations	All cut material must be removed from site & disposal certificates given to Eskom using LDV 4X4	Km	R8.70
Substations	All cut material must be removed from site & disposal certificates given to Eskom using 2-4 Ton Truck	Km	R18.70
Substations	All cut material must be removed from site & disposal certificates given to Eskom using 8 Ton Truck	Km	R24.50
Substations	All cut material must be removed from site & disposal certificates given to Eskom using 8 Ton Truck with Crane	Km	R28.41
Asset Creation Projects	Daily Rate for Bush clearing and Disposal (where necessary - Project Managers discretion)	Daily	
	<b>Sub-Total</b>		
	Safety (4%)		
	PPE (1%)		
	Travel to site and Handling Fee (5%)		
	<b>Total</b>		

**NOTE: CPA will be applicable for this Contract because the duration is greater than twelve (12) months.**

**The rates will be fixed and firm for the first 12 months of the Contract. At the anniversary date of the Contract the prices will be adjusted in accordance with the published SEIFSA index tables (Consumer Price Indexes).**

**ACCEPTANCE BY THE CONTRACTOR**

Contractor's signature

.....

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

## C3: Scope of Work

### C3.1 Works Information

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

#### 1. Description of the service

The scope of work / specification for the provision of vegetation Management (Bush Clearing/Herbicide Application and Grass Cutting in LOU) was compiled by Thinavhuyo Tshivhandekano, Control Plant Maintenance Manager, reviewed and signed off by Nsela Kekana, Specialised Maintenance and Support Manager.

In general, the scope of work covered by this Contract includes:

The scope of work / specification for the provision of vegetation Management (Bush Clearing/Herbicide Application and Grass Cutting in Limpopo) was compiled by Thinavhuyo Tshivhandekano, Control Plant Maintenance Manager, reviewed by Nsela Kekana, Specialised Maintenance and Support Manager and signed off Paul Matiwani, Acting Senior Manager Operations and Maintenance.

In general, the scope of work covered by this contract includes:

All work done should be in accordance with contract specification for vegetation management services on Eskom networks unique identifier 240-52456757, attached separately. The work will be completed using various vegetation management techniques in accordance with the relevant specification and procedures.

- This includes a clearing of max 8m to 52m wide strip along centre line. Trees cut within 100mm of ground level,
- Selective cutting of trees next to the powerlines that could make contact with conductors in the event of falling over,
- Clear all vegetation within proposed/existing tower position and within a maximum (depending on the tower type and voltage) radius of 5m around the position, including cutting stumps to ground level, treating with an herbicide and re-compaction of soil,
- Herbicides recommended as per area to be applied (Line cross-rivers and valleys),
- Permission to be obtained from the Landowner before any tree is cut/trimmed and herbicide application is done,
- All cut wood to be cut into manageable sizes/carryable sizes not bigger than 1 meter length,
- Vegetation Management to be implemented under the power lines, in the Limpopo region. Bush and trees under the indicated line where appropriate must be cut and herbicides applied as per label instructions (As ACT 36 of 1947),
- Where trimming is done, trees must be cut to accommodate prescribed clearance to the side and underneath conductors (total clearance above conductors),
- All trees cut where appropriate to be placed in dongas and erosion pits,
- The big trees will be cut as close as possible to ground level,
- New- and / or re-growth of trees and bush below 1m can be foliage treated only with an appropriate herbicide, if allowed by Client,
- All Red Data trees specified must not be cut, but brought under the attention of the Project Manager, unless a permit for cutting is obtained,
- Any work outside the agreement will be considered as additional to this agreement (extension of agreement) or modification of agreement,
- All work will be done in accordance with Eskom Safety and Environmental Policies
- The client and clerk of works to sign off the production sheets after every official inspection and on completion of the project,

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- Defect arising from official inspection will be corrected within 14 working days,
- At the end of the work a file with all relevant information such as farmers' consent, herbicides used, production sheets, etc. will be handed to the clerk of works,
- Agricultural remedy usage form to be completed daily,
- Production sheets to be completed daily on work completed,
- All gates and locks to be closed at all times and a gate and lock register to be kept.
- Only approved herbicides to be used (Use of other herbicides to be advised from Project/Contract Manager),
- No work to commence before and after dark,
- All inspection sheets must be made available on request and kept on the site file,
- The Contractor is to provide all equipment required for the Service remove everything upon completion of the contract,
- Use appropriate PPE,
- Quality inspection will be conducted from time to time by the relevant Eskom staff.

**No Cutting of large or tall trees near the line conductor shall take place before the Eskom representative or contract Manager has been notified.**

**Vegetation Control Standards In plantations or forests**

Normative Reference: 0029E – maintenance and management agreement in forest plantation areas and servitude areas: The following clause in Eskom's Standard Servitude / Wayleave Agreement shall be adhered to:

- a) No tree shall be allowed to grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any power line or to grow in such a manner as to endanger the line should it fall or be cut down."
- b) Where the Servitude/Wayleave Agreement makes reference to a specific width within which no trees may be deliberately grown, then this restriction width will apply.
- c) Acceptable vegetation that does not grow high enough to cause interference with overhead power lines, or cause a fire hazard to any plantation, should not be cut or trimmed, unless it is growing in the road access area and then only at the discretion of Eskom, provided that this shall not preclude the preparation of fire belts as contemplated in this agreement.
- d) Where clearing for access purposes is essential, the width to be cleared shall be to a maximum of 8 meters.
- e) Deep valleys and sensitive areas that do not allow vehicle access, or legally protected areas are not to be cleared of acceptable vegetation provided the acceptable vegetation poses no threat to the operation and reliability of the power line.
- f) Clearing of acceptable vegetation for tower positions shall be the minimum required for the specific tower, regard being had for the provisions of clause 4.8, and the costs shall be for Eskom's account.
- g) Where power line servitudes enter plantations from non-timber farmlands or on either side of a road or river, if the natural vegetation is such that a visual barrier cannot be left, the planting of suitable indigenous vegetation may be considered to provide aesthetic screening.
- h) Trees, shrubs, grass, natural features and topsoil which are not removed shall be protected from damage during operations. Scalping of the earth or any unnecessary disturbance shall not be allowed in any clearing operation.
- i) Specifications for necessary re-vegetation of an area shall be determined jointly by Eskom and the Grower, and implemented on an area specific basis by Eskom in consultation with the Grower.
- j) Rivers, water courses and other water bodies shall be kept clear of felled trees, bush cuttings and debris. Where possible, the integrity of riverbanks shall be maintained and shall be dealt with in accordance with the provisions of clause 4.11 if they are disturbed or damaged.
- k) The Grower shall have the right to retain cut vegetation, in which case it shall attend to its removal. If not, the cut vegetation shall be removed by Eskom in a manner that is mutually acceptable.
- l) Neither party shall undertake controlled burning or the making of open fires within or near servitudes unless agreed upon in writing by both parties in this instance.

**Fire Break and Servitude Maintenance in Plantations**

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**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limplanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

Normative Reference: 0029E – maintenance and management agreement in forest plantation areas and servitude areas

- a) Eskom will inspect the servitudes as necessary and will identify areas requiring servitude maintenance, in order to comply with the requirements of this agreement.
- b) The local Eskom maintenance official will meet with the Grower's local forester to discuss the outcome of the patrols and to agree on the maintenance requirements which shall as far as possible be consistent with the Grower's forest management plans for the plantation over which the servitude passes, and shall comply with the requirements imposed in the Grower's applicable insurance policy. No agreements in this regard shall be binding unless recorded in writing and signed by both parties.
- c) At the meeting referred to above, Eskom and the Grower's local Forester shall endeavour to reach agreement as to who shall undertake the maintenance required on the servitude and the cost to be expended in respect thereof.
- d) If the Grower wishes to use any servitude as part of its firebreaks, then the following shall apply:
- e) the difference between the estimated cost to Eskom of the maintenance of the servitude in accordance with the standards prescribed by this agreement and that required to establish and maintain a firebreak, shall be for the Grower's account;
- f) in the event that the Grower undertakes the agreed maintenance on the servitude then Eskom shall pay to the Grower its share of the maintenance costs within 14 days of the completion of the relevant maintenance work;
- g) If Eskom is to undertake the maintenance work, then the Grower shall pay to Eskom its share (if any) of the maintenance costs within 14 days of the completion of the relevant maintenance work;
- h) All payments in this regard shall be only be made against delivery of a valid original tax invoice.
- i) Eskom shall be consulted prior to control burning for firebreak construction. The Grower shall be liable for all damage to Eskom property caused as a result of negligence during maintenance of the servitude as a fire break to the extent liable therefor in law.
- j) Eskom shall not be liable for the cost of maintenance of the servitudes on which the 11kV and 22kV lines that exclusively supply the Grower.

**Corridor Specification**

Vegetation will be cleared and managed to provide for access, safety clearance, and prevention of fires in accordance with paragraph 4.3 and line clearance in accordance with paragraph 4.3.1 below.

**Vegetation Clearance for access purposes (inspection, repair and maintenance), safety clearance, and prevention of fires in Servitudes and Wayleaves**

**NOTE: Where there is a specific risk to operations as a result of equipment design or environmental condition - the Operating Unit will manage vegetation on merit. The justification for this shall only be in exceptional circumstances and shall be open to scrutiny and review.**

Nominal voltage	Servitude restriction (measured from the centre line of the power line) * building widths	Maximum Vegetation Clearance
11 kV	9 m	4m on either side of the centre line will be cleared. Grass and scrubs will be managed in accordance with Annex B which is biome and land use dependant
22 kV	11 m	4m on either side of the centre line will be cleared. Grass and scrubs will be managed in accordance with Annex B which is biome and land use dependant
88 kV	11 m	5 m on either side of the centre line will be cleared. Grass and scrubs will be managed in accordance with Annex B which is biome and land use dependant
132 kV	15,5 m	8 m on either side of the centre line will be cleared. Grass and scrubs will be managed in accordance with

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limplanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

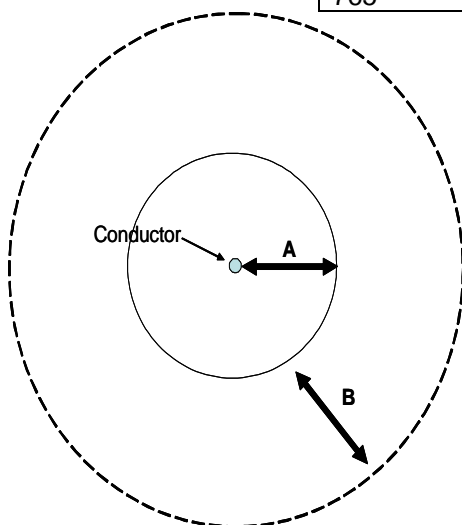
		Annex B which is biome and land use dependant
220 to 765 kV	22 m to 40 m	Clear from the centre of the power line up to the outer conductor, plus an additional 10 meters on either side. Grass and scrubs will be managed in accordance with Annex B which is biome and land use dependant.
533 kV DC	15 m	8 m either side of the centre line will be cleared. Grass and scrubs will be managed to a width of 15 meter either side of the centre of the line

**Vegetation Clearance for Power Lines**

- a) Vegetation will be managed to maintain clearance to all conductors on the line. This Minimum Vegetation Clearance Distance (MVCD) shall be the sum of “A – Minimum Vegetation clearance” and “B – the Expected Growth Rate in three (3) years”.
- b) High Risk Trees outside the corridor: Trees growing to a height in excess of the horizontal distance of that tree from the nearest conductor which are identified as a risk to safe operation of the power line shall be treated and prevented from growing in such a manner as to endanger the line should they fall.
- c) Minimum Vegetation Clearance
- d) A minimum vegetation clearance in accordance with Columns 6 and 8, Table E1 “Minimum Clearance for Powerlines”: SANS10280 will be maintained at all times

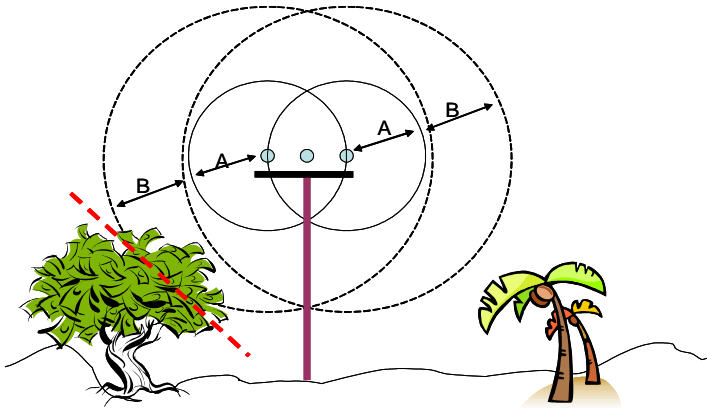
**Minimum Clearance Table: Vegetation to Power Line**

System nominal r.m.s. voltage kV	Minimum vertical clearances (m)	Minimum horizontal Clearances (m)
>1 up to and including 44	3	3
66	3.2	3
88	3.4	3
132	3.8	3
220	4.4	3
275	4.9	3
400	5.6	3.2
765	8.5	5.5

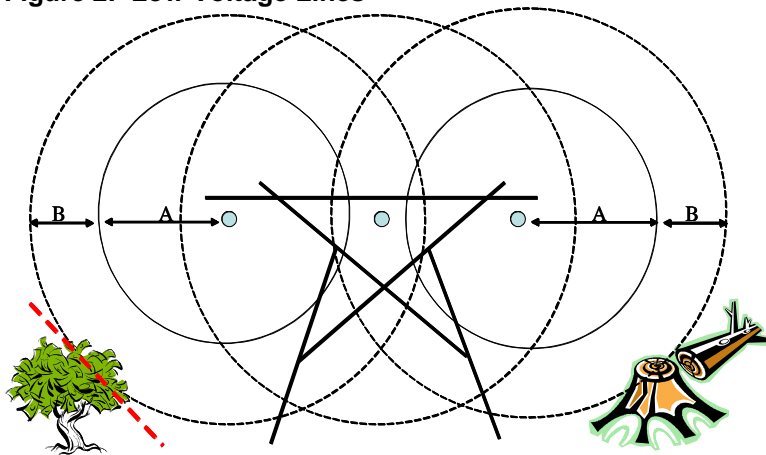


**Figure 1: Minimum Vegetation Clearance Distance MVCD = A + B**

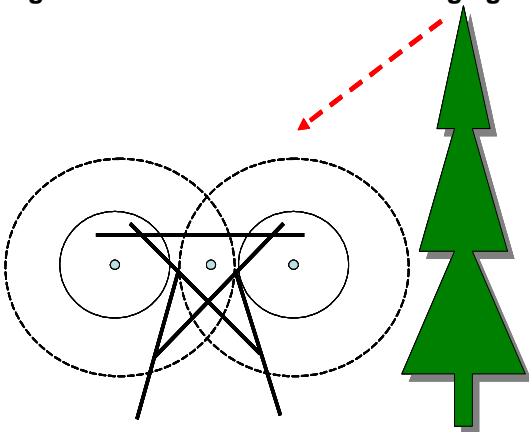
**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**



**Figure 2: Low Voltage Lines**



**Figure 3: Lines with Nominal Voltage greater than 1 000 Volt**



**Figure 4: Projected growth before next cutting**

NOTE 1: Refer to the power line deed of servitude or other agreement for the exact dimension of the power line servitude width in question. The blow out of the conductor must be taken into consideration

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limplanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

**Restrictions and Limitations to Vegetation Management Operations**

**Restriction of activity by the Contractor**

Where trees have to be felled or trimmed in close proximity to power lines and / or other services and it cannot be done safely, these services must be suspended and removed in order for such dangerous trees to be felled. This entails in extreme cases:

- a) Arranging power outages and in some cases removing line components for the felling to proceed: and/or
- b) Collaborating with other service providers to make their services and assets safe or removing where possible their services temporarily so that felling can proceed.

NOTE: It must be considered that these trees pose a danger to assets, services and the health and safety of the public at large as well as to the persons felling trees. These other risks must be given due attention and priority.

**Safety of Eskom/Contractor Personnel**

Normative Reference: 34-190 – Access to farms (includes strategy on dealing with game farms):

No person must endanger his/her life or the life of another staff member by entering a property where there is a reasonable suspicion that dangerous animals such as lions, tigers, leopards, rhinoceroses, buffaloes, etc., are present.

Staff should seek to enter such properties accompanied by security staff from the game farm. It is also advised that staff working in and around game farms be trained on how to identify problem animals and how to behave to ensure the safety of his/her life as well as that of another employee.

Whenever any person employed by Eskom or its mandatories gain knowledge of the introduction of dangerous animals in an area where Eskom infrastructure exists, such knowledge shall be conveyed to Land Development for mapping, investigation and/or measuring and to the responsible manager in conjunction with the Customer Services Area Manager to engage the land- owner.

**Vegetation Control Standards outside Plantations**

Normative Reference: EPC 32-247 – Environmental Procedure, Procedure for vegetation clearance and maintenance within overhead power line servitudes and on Eskom owned land:

- a) Trees growing to a height in excess of the horizontal distance of that tree from the nearest conductor which are identified as a risk to safe operation of the power line shall be treated and prevented from growing in such a manner as to endanger the line should they fall. (See corridor specification for clarity)
  - b) All vegetation posing a risk to the line or preventing access for maintenance purposes shall be managed.
  - c) Various species of indigenous vegetation are protected by law in terms of which is necessary to obtain a permit from the relevant authority, in order to cut them. The list of “... protected tree species under the national forest act, 1998 (Act No 84 of 1998)” Gazetted by the department of Agriculture, Forestry and Fisheries from time to time: will be sourced and referenced by the Contractor in lieu of the specific requirements in terms of protected species. No protected vegetation as per above act shall be cut without the required permits or licences
  - d) Where there is any doubt as to whether a plant species is protected or not, the Department of Agriculture, Forestry and Fisheries (DAFF) or the local Eskom environmental practitioner in that Business Unit shall be consulted.
  - e) Alien vegetation in servitude shall be managed in terms of the Regulation GNR.1048 of 25 May 1984 (as amended) issued in terms of the Conservation of Agricultural Resources Act, Act 43 of 1983. In Terms of these regulations, Eskom shall “control” i.e. to combat category 1, 2 and 3 plants to the extent necessary to prevent or to contain the occurrence, establishment, growth, multiplication, propagation, regeneration and spreading such plants within servitude areas or land owned by Eskom.
  - f) On sites owned by Eskom, all vegetation proclaimed in terms of the Regulation shall be subject to control in terms of legislation.
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**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an "as and when" required basis over a period of 60 months**

- g) Control programs should be included as part on the Environmental Management Plans, and will need to be area and species specific. Due to the nature of alien vegetation, this programmer implementation may need to be more frequent than the three year interval recommended for indigenous vegetation. Alien vegetation can grow at rates significantly faster than 1 (one) meter per year.
- h) Care must be taken to ensure alien vegetation is not spread as a result of vegetation management processes through the transport of seeds or other vegetative material from one site to another.
- i) The responsibility for obtaining the appropriate permit/s from the relevant authority will be that of Eskom.
- j) Indigenous vegetation which does not interfere with the safe operation of the power line should be left undisturbed.
- k) Vegetation should be trimmed where it is likely that it intrudes on the minimum vegetation clearance distance, (MVCD) or will intrude on this distance before the next scheduled clearance.

**Vegetation Control Standards In plantations or forests**

Normative Reference: 0029E – maintenance and management agreement in forest plantation areas and servitude areas: The following clause in Eskom's Standard Servitude / Wayleave Agreement shall be adhered to:

- a) No tree shall be allowed to grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any power line or to grow in such a manner as to endanger the line should it fall or be cut down."
- b) Where the Servitude/Wayleave Agreement makes reference to a specific width within which no trees may be deliberately grown, then this restriction width will apply.
- c) Acceptable vegetation that does not grow high enough to cause interference with overhead power lines, or cause a fire hazard to any plantation, should not be cut or trimmed, unless it is growing in the road access area and then only at the discretion of Eskom, provided that this shall not preclude the preparation of fire belts as contemplated in this agreement.
- d) Where clearing for access purposes is essential, the width to be cleared shall be to a maximum of 8 meters.
- e) Deep valleys and sensitive areas that do not allow vehicle access, or legally protected areas are not to be cleared of acceptable vegetation provided the acceptable vegetation poses no threat to the operation and reliability of the power line.
- f) Clearing of acceptable vegetation for tower positions shall be the minimum required for the specific tower, regard being had for the provisions of clause 4.8, and the costs shall be for Eskom's account.
- g) Where power line servitudes enter plantations from non-timber farmlands or on either side of a road or river, if the natural vegetation is such that a visual barrier cannot be left, the planting of suitable indigenous vegetation may be considered to provide aesthetic screening.
- h) Trees, shrubs, grass, natural features and topsoil which are not removed shall be protected from damage during operations. Scalping of the earth or any unnecessary disturbance shall not be allowed in any clearing operation.
- i) Specifications for necessary re-vegetation of an area shall be determined jointly by Eskom and the Grower, and implemented on an area specific basis by Eskom in consultation with the Grower.
- j) Rivers, water courses and other water bodies shall be kept clear of felled trees, bush cuttings and debris. Where possible, the integrity of riverbanks shall be maintained and shall be dealt with in accordance with the provisions of clause 4.11 if they are disturbed or damaged.
- k) The Grower shall have the right to retain cut vegetation, in which case it shall attend to its removal. If not, the cut vegetation shall be removed by Eskom in a manner that is mutually acceptable.
- l) Neither party shall undertake controlled burning or the making of open fires within or near servitudes unless agreed upon in writing by both parties in this instance.

**Fire Break and Servitude Maintenance in Plantations**

Normative Reference: 0029E – maintenance and management agreement in forest plantation areas and servitude areas

- a) Eskom will inspect the servitudes as necessary and will identify areas requiring servitude maintenance, in order to comply with the requirements of this agreement.
-

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

- b) The local Eskom maintenance official will meet with the Grower's local forester to discuss the outcome of the patrols and to agree on the maintenance requirements which shall as far as possible be consistent with the Grower's forest management plans for the plantation over which the servitude passes, and shall comply with the requirements imposed in the Grower's applicable insurance policy. No agreements in this regard shall be binding unless recorded in writing and signed by both parties.
- c) At the meeting referred to above, Eskom and the Grower's local Forester shall endeavour to reach agreement as to who shall undertake the maintenance required on the servitude and the cost to be expended in respect thereof.
- d) If the Grower wishes to use any servitude as part of its firebreaks, then the following shall apply:
- e) the difference between the estimated cost to Eskom of the maintenance of the servitude in accordance with the standards prescribed by this agreement and that required to establish and maintain a firebreak, shall be for the Grower's account;
- f) in the event that the Grower undertakes the agreed maintenance on the servitude then Eskom shall pay to the Grower its share of the maintenance costs within 14 days of the completion of the relevant maintenance work;
- g) If Eskom is to undertake the maintenance work, then the Grower shall pay to Eskom its share (if any) of the maintenance costs within 14 days of the completion of the relevant maintenance work;
- h) All payments in this regard shall be only be made against delivery of a valid original tax invoice.
- i) Eskom shall be consulted prior to controlled burning for firebreak construction. The Grower shall be liable for all damage to Eskom property caused as a result of negligence during maintenance of the servitude as a fire break to the extent liable therefor in law.
- j) Eskom shall not be liable for the cost of maintenance of the servitudes on which the 11kV and 22kV lines that exclusively supply the Grower.

**Stakeholder Management**

Normative Reference: EPC 32-247 – Environmental Procedure, Procedure for vegetation clearance and maintenance within overhead power line servitudes and on Eskom owned land:

**Agreement in Forest Plantation Areas and Servitude Areas**

Normative reference: 34-190 – access to farms (includes strategy on dealing with game farms:  
 Note: that all vegetation management within commercial forestry areas shall be done in terms of the Timber Growers Agreement, the “Maintenance and Management Agreement in Forest Plantation Areas and Servitude Areas”. This document has however not been accepted by all foresters, but can be used as a guideline for future agreements. Should a deviation from below be required, a specific agreement with the Timber Growers Industry will be negotiated and Contracted.

ITEM	STANDARD	FOLLOW UP
Plantation Trees	All trees or re-growth within the overturning distance or the specific tree restriction width as defined in the servitude / way leave agreement to be cut horizontally within 100mm of the ground. Stumps to be treated with herbicide. However and notwithstanding the above paragraph, where the timber growers have elected to allow plantations to encroach within these distances, then all the associated risks and responsibilities shall be borne by the Grower.	Re-growth to be treated with herbicide as necessary.
Acceptable vegetation under a power line within 6m beyond the outer phases	All acceptable vegetation that will attain a height in excess of 4m, cut horizontally within 100mm of the ground. Treat stumps with herbicide	Re-growth to be treated with herbicide as necessary.
Acceptable vegetation within the defined	Acceptable vegetation that will attain a height in excess of the overturning	Re-growth to be treated with herbicide as necessary.

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

ITEM	STANDARD	FOLLOW UP
Servitude between the edge of the servitude or the timber whichever is the closer and 6m from the outer phase	distance, cut horizontally within 100mm of the ground. Treat stumps with herbicides.	
Declared weeds and invader plants within the overturning distance or the specific tree restriction width as defined in the servitude / way leave agreement	Treat with herbicide or cut at 100mm above ground level, treat stumps with herbicide.	Re-growth to be treated with herbicide as necessary.
Access routes to towers / structures	Where necessary, clear all trees and bush at ground level, treat with herbicide. Grass growth to be encouraged in collaboration with the Grower.	Re-growth to be treated with herbicide as necessary.
10m around power line structures, stays and within tower positions	Clear all trees and bush at ground level, treat with herbicide	Re-growth to be treated with herbicide as necessary.

### Accessing private land

The Eskom Contractor shall as a minimum:

- a) remain on all existing roads and tracks and within the servitude area and not deviate there from;
- b) Keep Eskom gates locked and leave property owners' gates as found;
- c) not interfere with the property owners' activities;
- d) request permission for the use of water;
- e) provide appropriate toilet facilities;
- f) not make fires;
- g) not litter;
- h) not drop fences;
- i) not collect firewood without consent; and
- j) Not disturb or remove stones/rock from the site (e.g. archaeological and heritage sites).
- k) On completion of the work, land owners shall sign-off that work was completed to their satisfaction.

### Access to farms

Normative Reference: 34-1173 – Access to farms (Distribution, Transmission and Generation):

The mushrooming of game farms in all parts of the country brings about new challenges to Eskom such as restriction of access, safety of Eskom staff and the interaction of game and electrical infrastructure. Coupled to this is the escalating crime rate on farms, which have highlighted the need for Eskom to implement initiatives to control the movement of staff requiring access to farms. The above referenced document describes approaches to be implemented to facilitate better access to farms for all Eskom staff and Contractors (performing work on behalf of Eskom). This guide will assist Eskom in facilitating access to farms through proactive communication and identification of Eskom staff and Contractors as per the Eskom/AGRI-SA protocol on access to farms. The strategy for interacting with game farms depends on the purpose of the visit and is summarized below:

- a) Action: Eskom will notify customers at least 48 hours in advance through the appropriate media – either in writing, electronically or telephonically. Should its attempts to communicate fail, the work will proceed regardless.
- b) Planning and building of new assets: Extended negotiations and interaction with the customer and adjoining property owners include supply proposals, quotations, guarantees, line route planning, and construction project planning and execution

Action: All stakeholders must cooperate to enable Eskom to provide the customer with a project schedule reflecting the period during which the construction and commissioning activities will take place. In addition, customers may request a work order number to be verified with the contact centre.

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an "as and when" required basis over a period of 60 months**

- c) Personal visits: All visits to individual customers, i.e. sales or service- related activities, investigations (technical, non-technical), claims, etc.

Action: Must take place by appointment

- d) Power interruption caused by external factors: Rapid power restoration without any delay is in the interest of both Eskom and the customer. This is dependent on free movement.

e)

Action: All Eskom staff as well as representatives of Eskom Contractors will carry identity cards containing their photographs to indicate whether they are Eskom employees or Eskom Contractors. In addition, customers may request a work order number to be verified with the contact centre. Vehicles must be clearly marked.

- f) Helicopter line patrols over game farming areas must be preceded by reasonable notifications to affected landowners as they are usually a disturbance to tourists and hunters visiting game farms. There is a great need to inform game farm owners timeously of planned maintenance activities. All notifications and arrangements regarding access should preferably be confirmed in writing as per 34-190 section 2.6.
- g) Game-farmers are also not in favour of motorized equipment e.g. chain saws due to noise pollution affecting hunting and game viewing activities. It is thus advisable that prior notification be issued and that their usage be restricted to what is absolutely necessary.

**Access to Plantations**

Normative Reference: 0029E – maintenance and management agreement in forest plantation areas and servitude areas

- a) It is recorded that in terms of the Servitude / Wayleave Agreements, Eskom has the right to enter and be upon the property at any time whether to perform work on the property itself or to gain access to any adjacent property.
- b) In the exercise of the rights referred to in the previous clause, Eskom/Contractor personnel shall make every effort to inform the Grower's local forester or his delegate of such entry in advance, and shall take reasonable steps to minimize the inconvenience to the Grower.
- c) Under no circumstances shall access be gained by cutting or "dropping" of fences. All gates are to be left closed and Eskom servitude gates are to be locked at all times unless otherwise requested by the Grower.

**Restriction of access**

Normative Reference: 34-190 – Access to farms (includes strategy on dealing with game farms:

All instances where access has been unduly restricted should be taken up with the Responsible Manager in consultation with the Customer Services Area Manager to ensure a normalization of the situation. The 2 lock system should also be enforced where it has been violated. The Customer Services Area Manager could bring the following to the attention of the landowner in terms of our way leave/servitude agreement:

- a) That access is being restricted.
- b) That the removal of Eskom locks and gates without prior notice and agreement are illegal.
- c) That security is required for accompaniment where the introduction of problem animals restricts access.
- d) That there is a need to use motorised equipment for bush clearing where trees pose a risk to the safe operation of the line

**Safety Specification**

**Stakeholder management, relations and accountabilities**

- a) The relevant Customer Network Centre (Distribution) or Customer Load Network (Transmission) will be notified of the intention to conduct vegetation management operations prior to any work being undertaken. Establish and conduct Health and Safety Committee Meetings. For further details refer to 34-316: Occupational Health and Safety Committee Systems
  - b) Incorporation by Reference in Contracts: External Standards, Eskom and/or Divisional Procedural documents may be incorporated by reference into Eskom's Conditions of Contract.
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**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limplanga Cluster - Limpopo on an "as and when" required basis over a period of 60 months**

**Statutory Relationships**

This procedure supplements Eskom's Conditions of Contract but shall not be considered as including all the responsibilities of Principal Contractors regarding the occupational health and safety requirements in terms of the Occupational Health and Safety Act, Act 85 of 1993.

- a) The overall responsibility for occupational health and safety requirements at the Division sites and work to be carried out on public property of Local Authorities shall remain with the Principal Contractor and his sub- Contractor/s.
- b) All documents referred to in this procedure will be made available to the Principal Contractor by the Procurement Department who will consult with the necessary role players (i.e. Line Management, Risk Management, Environmental Management, and/ or other specialist as the need may be).
- c) The Client may however from time to time order variations, alternations, modifications, amendments, additions, changes, revisions, cancellations or insertions to health and safety requirements to be met by Principal Contractors, via the organisational documentation control processes, provided that such requirements are communicated in writing to the other party.
- d) Note: No extension of time will be allowed as a result of any action taken by Eskom in terms of, point c mentioned above, and the Principal Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to Legislation or the Regulations or reasonable amendments to Eskom's Safety and Operating procedures shall entitle the Principal Contractor to claim any additional costs incurred in complying therewith from Eskom.
- e) If a Principal Contractor considers any of the requirements in the procedure as being too onerous, exemption from specific clauses may be requested in writing through the Procurement Department who will consult with the relevant role players (i.e. Risk Management, Field Services, Major Engineering Works and Capital Programme).
- f) Any difficulty experienced with the interpretation of this procedure may be discussed at any time with the Procurement Department who will consult with the necessary role players.
- g) The OHS Act Requirements "Acknowledgement of Receipt form for Principal Contractors" shall be completed and signed by the Principal Contractor on award of the Contract.

**Felling of Dangerous Trees**

**Tree Felling Process**

- a) A team comprising a minimum of two people will fell a dangerous tree.
- b) Where it is required for the tree to be strained with a tirfor, the team size will be increased so that a sufficient number of staff is available to operate the tensioning equipment in addition to the two persons referred to in the above bullet.
- c) The person supervising the felling of the tree will take such a position that he / she has direct control over the chain saw operator and at the same time control the extended team while having overall control over the felling and landing of the large tree.
- d) Before any tree is cut, the following will be considered and a risk mitigation plan will be devised and agree by all team members:
  - i. The dimensions of the tree i.e. size and reach\
  - ii. The risks to services and facilities i.e. roads and telecommunication lines
  - iii. The electrical risks involved
  - iv. Establishing the probable direction of fall of the tree
  - v. Formulating the tactical steps required to manage the direction and pace of the falling tree.
  - vi. Ensuring compliance to the General Risk Mitigation Requirements referred to in this standard.

**Dangerous trees defined**

- a) **Dead Trees:** Trees like Black Wattle and Blue Gum are alien species and consume water at a rate higher than indigenous trees. They have been targeted by "Working for Water" as undesirable species and are systematically killed by ring barking or poisoning.

**NOTE:** Tall dead and dry trees are impossible to fell safely and any attempt to bring down under controlled conditions is prohibited because they vibrate when cut with a saw or chopped with an axe. These tremors result in large, high up branches becoming dislodged and presenting harm to any person standing under the tree.

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**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limplanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

- b) Trees in the proximity of other services or facilities: Due to the long life expectancy of trees, various structures and/or services are positioned near trees over time. This may include telecommunication and power lines, buildings and structures, roads, water services, fences and even other trees. This includes underground services prone to shock damage.
- c) Trees present the following hazards:
- i. It is often difficult to establish the exact fall direction and reach of the tree and thus it is difficult to estimate to a sufficient degree of accuracy the risk involved.
  - ii. A tree which falls onto other trees or objects is difficult to bring to ground and can cause serious harm to persons or damage equipment when not controlled. This situation must be avoided at all cost.
- d) Trees with structural damage to the heartwood of major branches or the trunk: Any deterioration of the heartwood (core) in the trunk of a tree results in its structural integrity being compromised. This makes it more dangerous for a person responsible to fell it as well as for people and assets in the vicinity since the fall direction cannot be predicted with sufficient accuracy. Cavities in tree trunks can be caused by:
- i. Pests like termites and beetles.
  - ii. Fire damage to heartwood core
  - iii. Rotting of the heartwood core
  - iv. Damage as a sapling that resulted in abnormal growth of the heartwood
  - v. Cracking or splitting of major branches.
- e) These cavities can be detected by:
- i. Visual inspection of the tree
  - ii. The lack of back pressure on the chain saw during the cutting process
  - iii. The reduction in the rate of shavings ejected by the chain saw during cutting.
- f) Trees with multi-leader trunks or major branches: Some trees develop multiple leader trunks either at ground level (resembling multiple trees growing from the same spot) or some distance up the tree. This type of growth complicates the felling process of large trees in the following ways:
- i. It hinders access to the base of the tree by the saw operator:
  - ii. It limits the fall direction that is selected
  - iii. It restricts movement and escape routes from the base of the tree if required.
- g) Trees with Hanger Branches: Trees with branches that have broken off earlier and where these branches are suspended higher in the trees may cause risk to those who fell the tree. The tree should not be felled unless the loose branches have first been removed.
- h) Dangerous Felling Environments: Over and above the risks listed above, felling dangerous trees can be complicated further by the following environmental conditions that require distinct consideration and mitigation.
- i. Roadside Work
  - ii. Tall trees which may fall in/on roads during the felling process may result in unacceptable risk to motorists or to the road surface. This procedure requires effective traffic control, which may include road closure with the assistance of the relevant traffic department. If it is anticipated that it can damage the road, the team supervisor shall collaborate with the relevant departments during the planning phase.
  - iii. Water Logged environments: When a tree is cut and there is a risk that it will fall into water, the necessary recovery equipment must be used to recover the tree safely. The additional risk of water movement must be contemplated and the risk mitigated. Where trees grow in water the following risks are to be considered and managed:
    - Depth of the water
    - Safe escape routes
    - Safe use of machinery in the water
    - Wildlife in the surroundings which may be impacted
- i) Electrical Risks: Electrical power lines introduce the following risks to the process of felling trees:
- i. Any contact of the tree with live wires must be avoided as under certain conditions the fibres become electrically conductive and touch potential can be introduced to the work place. This excludes approved live work practices as any touch point
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- between the conductor and the tree will be insulated with covers as per approved live work procedure.
  - ii. Rigging equipment must be positioned in such a way that it avoids the possibility of coming into contact or close proximity to electrical networks.
- j) Atmospheric Conditions: Due to the large surface area that trees present to wind, the pressure can exert significant forces on the tree. This can either be a hindrance to cutting a large tree down or it can be a resource, depending on the strength and direction of the wind.
  - i. If the wind is favourable, in other words it supports the preferred fall direction of the tree, felling the tree can be carried out safely. If the opposite is true, the felling of the tree should be deferred to a date that will support the safe felling of the tree.
  - ii. Rain or snow creates conditions which are not suitable to tree felling and must be avoided, except where the risk is greater by not felling the tree.
  - iii. Uneven or overgrown terrain: Where the terrain is sloping, uneven, overgrown by other vegetation and / or wet so that the chain saw operator or any person supporting them cannot move freely, or where the escape in case of emergency is compromised, the area will be cleared and / or sufficiently prepared to ensure safe tree felling conditions. The tree felling process will not continue unless an escape route has been determined and is clear from any obstructions.
- k) Establishing the most probable direction that a tree will fall

Estimating the Tree Centre of Gravity: The growth of trees is impacted by standing wind, damage in early life and competition with adjacent trees for sunlight. In the latter case the tree will develop more branches (weight) in a direction away from the other tall trees in the immediate vicinity.

- a) Prevailing wind: The direction and force of the prevailing wind along with the area that the tree presents to the wind will also dictate its direction of fall. Trees will tend to fall in the same direction of prevailing winds if all other factors are equal. 5
- b) Structural weakness: A visual inspection considering the position of structural weaknesses in the tree and trunk will reveal in which direction it is most likely to fall if it fails or is being felled.
- c) Growth Patterns: All else being equal, the tree will tend to fall in the opposite direction to where the trunk cross section contains the healthiest fibres.

**Managing the Direction of fall entails:**

- a) Removing large branches from the tree to alter the tree centre of gravity: Remove big branches positioned on the trunk away from the desired direction of fall. This requires accessing the branches by climbing the tree with approved techniques discussed later in this document, and cutting it with a chain or standard bow wood saw.
- b) Using cutting techniques that influence the direction of fall: A third of the tree diameter is cut with a V tilted towards the top of the tree in the desired fall direction. A felling cut is made slightly higher than the lowest level of the v-cut also for a third of the tree diameter on the opposite side of the tree to the v-cut. This ensures that the remaining third of the tree trunk provides mechanical strength to the tree and the tree will tend to fall towards the v-cut, now the weakest point.
- c) Straining the tree in the desired fall direction: The tree is secured some distance above the estimated centre of gravity with steel ropes and tensioned with a tirror to some anchorage point a safe distance away (which in itself is not always available) to initiate and control the fall direction and initial fall pace.
- d) Inserting a wedge in the fell cut to initiate and direct the fall: A wood or synthetic wedge of suitable size and wedge angle can be inserted and hammered into the felling cut to force the tree to fall in the desired direction.

**General Risk Mitigation**

- a) The physical climbing of dead trees is prohibited immaterial of the climbing technique used.
  - b) Climbing trees using ladders and/or climbing irons:
    - i. Non-conductive ladders may be positioned against a tree and used to ascend and descend the tree only if the ladder is secured to the tree as it is imperative to effect the functioning of FAS while climbing. A person supporting the ladder at the bottom
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- is not deemed to be securing the ladder to the tree. Instead, the ladder will be lashed to the tree in accordance with Eskom standards.
- ii. If it is required that the person leave the ladder to climb higher in the tree or cut a specific branch, the person will secure him / herself with an approved anchorage point as defined in SCSPVACL6: "Procedure For Using Fall Arrest System" and DISASABW3: "Standard For A Fall Arrest System".
  - iii. The person climbing or descending the tree, with or without a ladder, shall not hold on to a saw of any kind while doing so. Equipment will be sent up to the person in the tree with the aid of a rope and a pulley system. 6

**General Health and Safety Specifications, Contract Guidelines and OHS Act Requirements**

**Working above Ground Level**

- a) The Principal Contractor shall ensure that employees are issued with a Fall Arrest System as the minimum personal protective equipment in accordance with the following procedure – DPC\_34-1402 Procedure for Using Fall Arrest System.
- b) The team must have an appointed Supervisor when work is performed above ground level at all times.
- c) Ladders shall be in accordance with Eskom specifications and regular inspections shall be conducted. For further details refer to DPC\_34-724: Inspection of fiberglass extension ladders.

**Supervision:**

Each Contractor construction team shall have an Authorised person in accordance with the Operating Regulations for High Voltage Systems or in accordance with the risks that have been identified when the plant is handed over by the Authorised person. The competent person shall have knowledge of the activities being performed and shall supervise the work being undertaken. (See 32-846 Operating Regulations for High Voltage Systems (1.64))

Working in the Vicinity of Power lines:

Where work is conducted inside the boundaries of the way leave or servitude of an existing and energized power line, the work will be conducted by a Responsible person 34-846.

**Compliance to the Incident Management procedure (34-350):**

- a) A Flash Report to be submitted within 24 hrs. after the incident to the designated Eskom Official e.g. the Project Manager, Risk Management Representative;
- b) Conduct a Preliminary Investigation within 24 hrs. after the incident;
- c) Conduct the Formal Investigation within 7 working days after the incident.

**Non-compliance**

**Eskom views the following at-risk behaviour in a very serious light:**

- a) Anyone disregarding any requirements contained in the OHSA, NEMA, Eskom Health, Safety, and Environmental Policies, this document, site specifications, and approved Health and Safety Plans;
- b) Anyone performing an unsafe act or creating an unsafe condition that could pose a danger to such person(s) or to others;
- c) A Principal Contractor allowing any of his/her own employees or employees of their subContractors (including casual labourers or Labour- broker employees) to work on any site without ensuring that each employee has received proper training.

Any such person described above will be subjected to a disciplinary process, and if found guilty, this may lead to dismissal in the case of an Eskom employee, and in the case of a Principal Contractor, it may result in the cancellation of the Contract and blacklisting.

**Contractor Occupational Health and Safety Program**

- a) The Principal Contractor shall have his/her own approved Health and Safety Policy, which must be displayed, at his work site, where displaying of the policy proves to be impractical the document must be kept in the project SHE File.



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- b) The Principal Contractor shall formulate, implement and maintain an Occupational Health and Safety Programme, ensuring that his employees avoid any act, which may endanger their own health and safety or that of other persons who may be affected by their conduct.
- c) All aspects concerning occupational health and safety shall be a permanent standing item on all relevant site-meeting agendas.
- d) The Principal Contractor's Occupational Health and Safety Programme shall ensure that his/her employees and sub- Contractor employees adhere to Eskom Instructions, Standards, Procedures and Operating Regulations for High Voltage Systems. The programmer shall ensure that his/her employees:
  - i. Only work above ground level under continuous and direct supervision of the Contractor's appointed Supervisor,
  - ii. Wear appropriate personal protective equipment and/or clothing,
  - iii. Refrain from proceeding with the work in the absence of the appointed Supervisor; and
  - iv. Adopt Eskom Procedure on the management of substance abuse in its entirety.

**OHS Act Legal Appointments:**

The Principal Contractor shall draw up an Occupational Health and Safety structure for the Contract, which will form part of his/her Occupational Health and Safety Programme. Examples of Statutory Appointments required:

- a) OHS Act Section 16(2) Employer
- b) OHS Act GMR 2 (1) Supervisor of Machinery
- c) OHS Act GMR 2 (7) Supervisor of Machinery Assistant
- d) OHS Act Section 17 Health and Safety Representative
- e) Depending on the nature of the Contract the assignments will be expanded.

**General Safety Specifications**

- a) Safety at Workplaces: All appropriate precautions shall be taken:
    - i. To ensure that all workplaces are safe and without risk of injury to the health and safety of workers.
    - ii. To protect persons present at or in the vicinity of a construction site from all risks, which may arise from such site?
    - iii. All openings and other areas likely to pose danger to workers shall be clearly indicated.
  - b) Means of Access and Egress: Adequate and safe means of access to and egress from all workplaces shall be provided, indicated where appropriate and maintained in a safe condition. This is particularly true for every instance where a dangerous tree is felled.
  - c) **Good Housekeeping on Work Sites: A suitable housekeeping programmer shall be established and continually implemented on each construction site which should make provision for the proper storage of material and equipment; and the removal of scrap, waste and debris at appropriate interval.**
    - i. Loose materials, which are not required for use, should not be placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passages.
    - ii. All combustible refuse must be removed from the inside of all buildings at the close of each day. All other waste must be removed at least once a week.
    - iii. The construction site should be suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorised persons.
    - iv. Waste and debris shall not be disposed of from a high place with a chute, unless the chute complies with the requirements as set out in Construction Regulation 12(6).
    - v. Material left lying about after completion of the Contract will be removed by Eskom and the cost debited to the Contract price.
    - vi. Eskom will not be held responsible for the loss of any material dealt with in this manner.
    - vii. The Principal Contractor must ensure that the work site is kept tidy for the duration of the Contract.
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- viii. Construction sites in built- up areas or along traffic routes should be fenced off to prevent the entry of unauthorised persons.
- ix. Visitors should not be allowed access to construction sites unless accompanied by or authorized by a competent person and provided with the appropriate protective equipment.
- x. Fire extinguishing equipment shall be properly maintained and inspected at suitable intervals by a competent person.
- xi. Access to fire extinguishers such a hydrants, portable extinguishers and connections for hoses shall be kept clear at all times.
- xii. All Supervisors and a sufficient number of workers shall be trained in the use of fire extinguishing equipment, so that adequately trained personnel are readily available during all working periods.
- xiii. Workers shall be suitably trained in the action to be taken in the event of fire, including the use of means of escape.
- xiv. Where appropriate, safety symbolic signs shall be provided to indicate clearly the direction of escape in the case of fire.
- xv. Sufficient and suitable means to give warning in case of fire shall be provided, where this is necessary, to prevent danger. Such warning should be clearly audible in all parts of the site where persons are liable to work. There should be an effective evacuation plan so that all persons are evacuated speedily without panic and accounted for and all plant and processes shut down.
- xvi. Notices should be posted at conspicuous places indicating: the nearest fire alarm and the telephone number and address of the nearest emergency services.

**d) Use and Storage of Flammable Liquids, Solids and Gases**

- i. The Principal Contractor shall ensure that none of his/her employees work in an area where the vapour of any flammable liquid, solid or gas generated is of such an extent that a potential fire or explosion hazard is created, endangering the safety of any persons.
- ii. The Principal Contractor shall ensure that all flammable liquids, solids and gases are stored in stores built for that purpose.
- iii. Secure storage areas should be provided for flammable liquids, solids and gases in order to prevent trespassers.
- iv. Flammable liquids on site should be stored in a well- ventilated, reasonably fire resistant container, cage or room and kept locked with proper access control measures in place.
- v. When decanting, the metal containers should be bonded or earthed.
- vi. The appropriate type and adequate amount of fire- fighting equipment shall be installed in suitable locations around the flammable liquid, solid or gas store/handling areas.
- vii. The appropriate safety symbolic signs shall be affixed at all entrances/handling areas, prohibiting smoking and naked flames.
- viii. Combustible materials such as packing materials, sawdust, greasy/oily waste and scrap wood or plastic should not be allowed to accumulate in workplaces but should be kept in closed metal containers in a safe place.

**e) First Aid and Facilities**

- i. The Principal Contractor shall ensure that a sufficient number of trained first aiders are appointed for the number of employees on site.
- ii. Taking into account the type of injuries that are likely to occur on site, the nature of the activities performed and the number of employees at such a work site, the Principal Contractor shall ensure that the first aid box contains the minimum requirements in accordance with the General Safety Regulations.
- iii. First aid kits or boxes shall not contain anything besides material for first aid emergencies.

**f) Hazardous Chemical Substances (Act 36 of 1947)**

- i. If the Principal Contractor's activities in performing the work, involve the handling of any hazardous chemicals or substances the Contractor shall implement such precautionary measures as may be required by the relevant legislation.
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- ii. The Principal Contractor must conduct an assessment to determine which employees are exposed to which hazardous chemical substances and shall provide the affected employees with the required training and personal protective equipment.
- iii. Training shall also be provided by the Principal Contractor on the correct use, care and limitations of such personal protective equipment.
- iv. In terms of Act 36 of 1947, only a registered pest control operator may apply herbicides on a commercial basis. All commercial application of herbicides shall be carried out under the supervision of a registered pest control operator. The following was agreed with the Registrar in August 2005.

**In cases when Eskom staff apply herbicides on servitudes, then they must undertake this under the “management” of a registered PCO. There is no need for a PCO to be on-site at all times in this particular case.**

- v. A daily register shall be kept of all relevant details of herbicide usage as stipulated in Act 36 of 1947.

**g) Personal Protective Equipment**

- i. The provision and use of personal protective equipment by employees is the Principal Contractor’s responsibility. The Contractor shall be responsible to ensure that such equipment is worn at all material times.
- ii. It is also the responsibility of the Principal Contractor to do a risk assessment to establish what type of PPE his employees are required to wear based on the nature of the hazard and the type, range and performance of the protection required.
- iii. The Principal Contractor shall ensure that Contractor employees are trained in the correct use, care, maintenance and limitations of PPE.
- iv. Workers working alone on construction sites in confined spaces, enclosed premises or in remote or inaccessible places should be provided with an appropriate alarm and the means to rapidly summons assistance in an emergency.
- v. All personal protective clothing provided by the Principal Contractor to his/her employees should clearly display its’ Company logo.
- vi. Construction Welfare Facilities
- vii. An adequate supply of wholesome drinking water should be provided at or within reasonable access of every construction site
- viii. The following facilities should, depending on the number of workers and the duration of the work, be provided, kept clean and maintained at or within reasonable access of every construction site:
  - ix. Sanitary and washing facilities or showers.
  - x. Facilities for changing and for the storage and drying of clothing.
  - xi. Men and women workers should be provided with separate sanitary and washing facilities.

**h) Information and Training**

- i. The Contractor shall ensure that employees directly involved with operational vegetation management are trained as specified in the standard 240-52456757 – “Contract specification for Vegetation management services on Eskom networks”.
  - ii. The training of Principal Contractor employees in occupational health and safety matters relevant to their work is the responsibility of the Principal Contractor, unless other arrangements have been made Contractually.
  - iii. The Principal Contractor shall ensure that his officials and employees are acquainted with all relevant provisions of the Occupational Health and Safety Act, the Regulations and the requirements of all relevant Environmental Legislation.
  - iv. The Principal Contractor shall provide his/her employees with information on potential health and safety hazards to which they may be exposed at their workplace.
  - v. The Principal Contractor shall instruct and train his/her employees in the measures available for the prevention, control and protection against those hazards.
  - vi. No person shall be employed in any work at a construction site unless that person has received the necessary information, instruction and training so as to be able to do the work competently and safely.
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- vii. The information, instruction and training should be given in a language understood by the worker and written, oral, visual and participative approaches should be used to ensure that the worker has assimilated the material.
  - viii. The Principal Contractor shall provide his employees with all personal protective equipment and the appropriate tools required for the safe and proper execution of the work.
  - ix. The Principal Contractor shall, if requested to do so by the Procurement Department, demonstrate to the satisfaction of the Risk Management Department, that his employees and any sub- Contractors have completed site and job orientation and any other qualifications and safety training that may be required by Eskom.
  - x. The Project Manager shall ensure that the Principal Contractor and his staff undergo compulsory on site safety induction prior to commencing work on Eskom work sites.
- i) Symbolic Safety Signs: The Principal Contractor shall display all the necessary health and safety warning signs in accordance with the identified hazards for the applicable work site. (General Administration Regulation 13)**
- j) Communication: The Principal Contractor shall have a system in place to ensure the immediate communication to his/her employees and the on-site application, of any new Legislation, Regulations or relevant Eskom Standard that may come into effect during the course of the Contract.**
- k) Reporting of incidents and accidents**
- i. Incidents, accidents and diseases shall be reported to the relevant authorities as stipulated in the Occupational Health and Safety Act, the Compensation for Occupational Injuries and Diseases Act and the various Environmental Legislation.
  - ii. These incidents shall also be reported to the Project Manager as it happens, before end of shift and or within 24 hours after the incident, who will be responsible for reporting it to the relevant Eskom Divisional Risk Manager.
  - iii. The Principal Contractor shall collect all safety- related statistics and shall report it to the Eskom Project Manager at the end of each month.
- l) Investigations of incidents and accidents**
- i. All incidents and accidents shall be investigated as stipulated in the Occupational Health and Safety Act and Environmental Legislation.
  - ii. Thereafter corrective actions and recommendations agreed upon shall be followed-up on to assess the effectiveness of the remedial measures taken.
  - iii. Damage Incidents: All damage to Eskom or Contractor buildings, structures, vehicles equipment and the environment shall be reported to the Project Manager and investigated promptly by the Contractor to ensure that action is taken to minimize possible production delays.
  - iv. Monthly Incident/Accident Statistical Information Reports: At the end of each month the Principal Contractor on site shall submit the following information to the Project Manager and forward a copy to the relevant Eskom Risk Co-coordinator/Practitioner.
- m) Injury types**
- i. The number of fatal incidents.
  - ii. The number of diagnosed and reported occupational diseases.
  - iii. The number of disabling injuries.
  - iv. The number of medical incidents.
  - v. The number of first aid incidents
- n) Incident types**
- i. The number of electrical contact incidents.
  - ii. The number of public incidents.
  - iii. The number of vehicle incidents.
  - iv. The number of environmental incidents.
  - v. The number of damage incidents.
  - vi. The number of near-miss incidents.
  - vii. The Principal Contractor shall, briefly, provide the relevant details for each incident reported monthly.
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- o) **The Identification of Occupational Health and Safety Hazards:** The Principal Contractor shall, before proceeding with work, visit and inspect the site and shall establish whether there are any additional hazards to the health and safety of persons involved, in any work, which is to be performed there. The Principal Contractor shall report any additional hazards identified to the Project Management Clerk of Works.
  - p) Each person working on a site or visiting a site, and the surrounding community shall be made aware of the dangers likely to arise from operations at the site and the precautions to be observed to avoid or minimise those dangers. The necessary signage shall be posted at all times.
  - q) **On Site Risk Assessments:** A risk assessment shall be conducted in accordance with Regulation 7 of the Construction Regulations.
  - r) **An Onsite toolbox talk including a risk assessment shall be conducted prior to the commencement of work.** The team leader, after conducting pre-task planning and after facilitating the onsite risk assessment shall share all the tasks at hand, the identified risks and control measures with all his team members before commencing a specific task. This shall be done to ensure common understanding of the tasks, risks and control measures required.
  - s) **Supervision of Contractor Employees**
    - i. The supervision of Contractor employees performing construction work shall be executed in terms of Regulation 6 of the Construction Regulations.
    - ii. The Principal Contractor shall ensure that the work is performed under the close supervision of a Contractor's employee.
    - iii. The Principal Contractor shall ensure that the Supervisor has been trained to identify and understand the hazards associated with the work and have the authority to ensure that precautionary measures prescribed by the OHS Act and Eskom are implemented.
    - iv. The Principal Contractor shall strictly enforce discipline against any of his/her employees regarding non-compliance by such employee with any health and safety requirement.
    - v. The Principal Contractor shall not permit the use of any unsafe machinery, plant, equipment, vehicle (including cranes, hoists and forklifts), substances, article, material, tool, protective equipment, ladder or scaffolding on Eskom premises.
    - vi. The Principal Contractor shall not permit any of his/her employees to use any material, machinery or equipment of Eskom unless the prior written consent of the Company has been obtained.
  - t) **Fall Protection: The Principal Contractor shall designate a competent person to prepare a fall protection plan, which will include a risk assessment of all work carried out from an elevated position. This shall be done in accordance with Regulation 8 of the Construction Regulations and DST\_34-1131: Standard for a Fall Arrest System.**
    - i. **Suspended Platforms:** The Principal Contractor shall ensure that all suspended platform work operations are carried out under the supervision of a competent person who has been appointed in writing and that all suspended platform erectors, operators and inspectors are competent to carry out their work. The Principal Contractor shall ensure that proof of their training is kept on site. (In accordance with the requirements of the Construction Regulation 15)
    - ii. **Boatswain's Chairs:** The Principal Contractor shall ensure that the boatswain's chair is securely suspended and constructed in such a manner to prevent any occupant from falling there from. Ensure inspections are carried out prior to use and performance tests are carried out immediately after erection and a visual inspection daily.
    - iii. **Material Hoists:** A Principal Contractor shall ensure that every material hoist and its tower have been constructed of sound material in accordance with the generally accepted technical standards and are strong enough and free from defects.
  - u) **Hand Tools and Safeguarding of Machinery. Machinery and equipment, including hand tools, should:**
    - i. be of a good design and construction, taking into account, as far as possible, health and safety and ergonomic principles;
    - ii. be maintained in good working order;
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- iii. be used only for the work for which they have been designed unless a use outside the initial design purpose has been assessed by a competent person who has concluded that such use is safe;
  - iv. be operated only by workers who have been authorized and given appropriate training;
  - v. Be provided with protective safety devices including guards, shields, earths, tools, barricades, vehicles, chains, ropes, and all relevant safety signs.
  - vi. As far as practicable, safe operating procedures should be established and used for all machinery and equipment.
  - vii. Operators of machinery and equipment should not be distracted while work is in progress.
  - viii. Machinery and equipment should be switched off when not in use and isolated before any major adjustment, cleaning or maintenance is done.
  - ix. Where trailing cables or hose pipes are used they should be kept as short as practicable and not allowed to create a safety hazard.
  - x. A maintenance programmer shall be implemented on all items of equipment and proper records shall to be kept of inspections, testing's and work performed on these items, as required by the Occupational Health and Safety Act.
  - xi. The Principal Contractor shall be responsible for inspecting and maintaining all his own tools, equipment and personal protective equipment.
  - xii. The Principal Contractor shall enforce the correct application, maintenance and use of the equipment and tools.
- v) Explosive Powered Tools: The use of explosive power tools shall be executed in accordance with Regulation 19 of the Construction Regulations. No Principal Contractor shall use or permit any person to use an explosive powered tool, unless:**
- i. It is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
  - ii. The firing mechanism is so designed that the explosive powered tool will not function unless;
  - iii. it is held against the surface with a force of at least twice its weight; and
  - iv. the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle;
  - v. Provided that the provisions of this sub-regulation shall not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel
- w) Stacking and Storage of Articles: The stacking and storage of articles on construction sites shall be undertaken in terms of Regulation 26 of the Construction Regulations.**
- i. The Principal Contractor shall ensure that stacks are safe.
  - ii. Stacking is to be executed by a person with specific knowledge and experience of this type of work.
- x) Vessels under Pressure: The Principal Contractor shall ensure that an Approved Inspection Authority tests all compressors and other pressure vessels the Contractor intends to use on the specific site. Gas cylinders must always be stored in an upright position and properly chained. (Vessels Under Pressure Regulations 15, 16 and 17)**
- y) Record Keeping: It is recommended as a result OF; the onerous requirements stemming from the Construction Regulations that Line Management (the Client requesting the service) keep copies of all Contractor health and safety plans indefinitely depending on the nature of the risks that were identified in the required risk assessments.**
- z) Transportation of Staff (34-317): As the health, safety and wellbeing of all persons working in the Eskom environment is of paramount importance to the organisation, no person shall be transported on the back of open vehicles or in the canopy of a vehicle. This excludes:**
- i. persons being transported in an enclosed approved crew cab;
  - ii. or in a canopy fitted with proper seats and seat belts;
  - iii. or at the back of an open vehicle where it is not reasonably practicable, namely, where vehicles are used during line inspections on sites or private roads, or similar cases, when such vehicles must be driven at less than 30 km per hour.
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- iv. The organisation fully commits itself to achieving and maintaining best practices as it continually strives, as far as it is reasonably practical, to provide a healthy and safe working environment.
- v. Contractors and Contractor employees are exempt from obtaining Eskom Driver permits.
- vi. Diligently and consistently managing substance abuse practices within the workplace (Refer to DPC 34- 367);
- vii. Effectively managing all employees utilising fleet resources by regularly checking the validity and legitimacy of driver’s licences and managing changes in the employee’s current health condition when brought to his/her attention;
- viii. Working with Construction Vehicles near Power lines: Where work is conducted with the aid of a construction vehicle with an extendable articulated component or a conductive body extending device that could encroach the safe working clearance tabled in 34-846, the work is deemed close proximity work as defined and specified in 34-846.
- ix. All construction vehicles will meet the specifications of 34-487 and all work with construction vehicles will meet the requirements of Procedure 34-445.
- x. Where work is to be performed under a permit on Medium or High Voltage Power lines that has been opened, isolated and earthed in terms of 34-846, equipotential earthing will be applied by the Contractor as specified by the Procedure 34-444 employing earths specified by Specification 34-487. Any work on apparatus will be conducted in a touch potential free working environment as required by the referenced documents.

**aa) All vehicles and earth- moving or materials- handling equipment should:**

- i. be of good design and construction taking into account as far as possible ergonomic principles particularly with reference to the seat;
- ii. be maintained in good working order;
- iii. be properly used with due regard to health and safety;
- iv. be operated by workers who have received appropriate training, by their employers, in accordance with legislative requirements.
- v. All drivers have the relevant valid licences.
- vi. The employer of all drivers and operators of vehicles and earthmoving or materials handling equipment shall ensure that the employees are medically fit, trained and tested in accordance with legislative requirements.

**bb) On all construction sites on which vehicles, earthmoving or material handling equipment are used:**

- i. safe and suitable access ways should be provided for them;
  - ii. traffic should be organised and controlled as to secure their safe operation
  - iii. Adequate signalling or other control arrangements or devices should be provided to guard against danger from the movement of vehicles and earth moving or material-handling equipment. Special safety precautions should be taken for vehicles and equipment when manoeuvring backwards.
  - iv. The assistance of a trained and authorized signaller should be available when the view of the driver or operator is restricted. All involved should understand the signalling code.
  - v. The Principal Contractor shall see to it that all his employees obey road traffic signs and speed limits at all times.
  - vi. Any person ignoring or violating traffic rules on site may be prevented from driving on the site or even prevented from entering the premises.
  - vii. When earth-moving or material-handling equipment is required to operate in dangerous proximity to live electrical conductors, adequate precautions should be taken, such as isolating the electrical supply or erecting overhead barriers of a safe height.
  - viii. Preventive measures should be taken to avoid the fall of vehicles and earth- moving or materials- handling equipment into excavations or into water.
  - ix. Contractor owned construction vehicles and mobile equipment shall be in a roadworthy condition at all times in accordance with the National Road Traffic Act.
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**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

(Refer to Regulation 21 of the Construction Regulations for details of all requirements under the heading of Construction vehicles and mobile plant.)

- x. Contractor owned vehicles shall display their own company logo on their vehicles used during the duration of the Eskom Contract.

**cc) Cranes: Notwithstanding the provisions of the Driven Machinery Regulations promulgated by Government Notice No.R.533 of 16 March 1990, as amended, a Principal Contractor shall ensure that where tower cranes are used:**

- i. account is taken of the effects of wind forces on the structure;
- ii. account is taken of the bearing capacity of the ground on which the tower crane is to stand;
- iii. the bases for the tower cranes and tracks for rail- mounted tower cranes are firm and level;
- iv. the tower cranes are erected at a safe distance from excavations;
- v. there is sufficient clear space available for erection, operation and dismantling;

the tower crane operators are competent to carry out the work safely

**Content of the Contractor Health and Safety File**

- a) **Contract appointing Contractor.**
- b) **Health and Safety Specification**
- c) **Approved Health and Safety Plan.**
- d) **The Clients/agents project organogram.**
- e) **Company Health and Safety Policy.**
- f) **Agreements as contemplated in terms of Section 37(2) of the OHS Act.**
- g) **Organisational organogram (detailing all statutory appointments). List all possible appointments.**
- h) **OHS Act, Section 17 –Appointment of the Health and Safety Representatives**
- i) **Specific Construction Regulation Appointments:**
  - i. Regulation 4 (1) (c) –Appointment of the Principal Contractor
  - ii. Regulation 4 (5) –Appointment of the Client Agent
  - iii. Regulation 5 (3) (b) –Appointment of the Contractor
  - iv. Regulation 6 (1) –Appointment of the Construction Supervisor
  - v. Regulation 6 (6) –Appointment of the Construction Site Health and Safety Officer
  - vi. Regulation 7 (1) –Appointment of the Construction Site Risk Assessor
  - vii. Regulation 8 (1) (a) –Appointment of the Fall Protection Plan Developer
  - viii. Regulation 10 (a) –Appointment of the Formwork and Support Work Supervisor
  - ix. Regulation 11 (1) –Appointment of the Excavation Work Supervisor
  - x. Regulation 12 (1) –Appointment of the Demolition Work Supervisor
  - xi. Regulation 14 (2) –Appointment of the Scaffolding Supervisor
  - xii. Regulation 15 (1) –Appointment of the Suspended Platform Supervisor
  - xiii. Regulation 17 (8) –Appointment of the Material Hoist Inspector
  - xiv. Regulation 18 (1) –Appointment of the Batch Plant Supervisor
  - xv. Regulation 19 (2) (g) (i) – Appointment of the Explosive Powered Tools Issuer
  - xvi. Regulation 21 (1) (j) –Appointment of the Construction Vehicles and Mobile Plant Inspector
  - xvii. Regulation 22 (e) –Appointment of the Temporary Electrical Installation controller
  - xviii. Regulation 26 (a) –Appointment of the Stacking and Storage Supervisor
  - xix. Regulation 27 (h) –Appointment of the Fire Extinguisher Inspector
- j) **Copies of relevant Appointment letters.**
- k) **Certificates of Compliance for electrical installations.**
- l) **Exemptions and/or notifications.**
- m) **COID Registration**
  - i. Registration number
  - ii. Letter of good standing
- n) **Risk assessments and analysis**
  - i. Task and Job Listing
  - ii. Task analysis
  - iii. Risk assessments



**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limplanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

- iv. Risk Control Strategies
  - v. Safety work procedures
  - vi. Fall protection plan
  - vii. Fall protection risk assessment
  - viii. Scaffold plan and inspection records
  - o) In case of Modifications, the revised Health and Safety Specifications and Approved Health and Safety Plans and relevant Risk Assessments**
  - p) Evacuation plans and Emergency contact details**
  - q) PPE – Personal Protective Equipment**
    - i. List of PPE
    - ii. Issue list
    - iii. Inspection of PPE
    - iv. Material Safety Data Sheets
  - r) Training records**
    - i. The relevant training records of all employees
    - ii. Health and safety induction
    - iii. Risk assessment training
    - iv. Responsible persons (ORHVS)
  - s) Medical Records**
    - i. Proof of medical surveillance plan
    - ii. Minutes of all site and statutory meetings
    - iii. Agenda
    - iv. Minutes
  - t) Incident reporting and investigation reports**
    - i. Report of incident to the Department of Labour
    - ii. Report of incident to Eskom (The Project Manager)
    - iii. Report to COID
    - iv. OHS Act Annexure 1
    - v. Proof of follow-up and close out of incident recommendations
    - vi. Non-conformance reports including Disciplinary action records pertaining to safety managements
  - u) Monthly Audit reports**
  - v) Maintenance Plans for Machinery and equipment**
  - w) Project Close-out/review reports**
  - x) Health and Safety File/Plan: Copy of the Health and Safety File/Plan must be available on site**
    - i. It must contain a copy of the organisational organogram specifically depicting the appointment of the Construction Supervisor
    - ii. OHS Act Appointments
    - iii. Copies of the relevant OHS Act appointments for that specific work site
    - iv. List of names of persons working under the supervision of the Construction Supervisor
    - v. Design and work specifications
    - vi. Technical drawings
    - vii. Technical specifications
    - viii. Relevant Eskom Policies, Standards and Procedures
    - ix. Risk analysis, Risk profiling and Job Observations
    - x. Relevant task analysis
    - xi. On-site risk assessments
    - xii. Specific written safe work procedures
    - xiii. Personal protective equipment (PPE)
    - xiv. Proof of job observations conducted
    - xv. Sub-Contractors
    - xvi. List sub-Contractors and Contract details (where applicable)
    - xvii. Proof of sub- Contractor competencies
    - xviii. ORHVS authorisations
  - y) Inspections (site specific)**
    - i. Record of relevant / required inspections (site specific)
-

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

- ii. Occupational Health and Hygiene Surveys
- iii. Proof of survey reports (where applicable)

**z) Incident investigations**

- i. Copies of the incident report to the Department of Labour
- ii. Copies of the incident reporting to Eskom (Project Manager)
- iii. Copies of report to COID (where applicable)

**aa) Copies Of OHS Act Annexure 1’s**

**Environmental Preservation**

- a) Reference Environmental Impact Assessment Regulations (NEMA)– Where in the interest of vegetation management it is required to clear an extended area of vegetation, the EIA regulation should be consulted and where required a new environmental authorisation shall be obtained.
- b) Deep valleys and environmentally sensitive areas that restrict vehicle access, or legally protected areas, shall not be cleared of vegetation provided that the vegetation poses no threat to the safe operation and reliability of the power line. In the case of the construction of new power lines, a one (1) meter “trace-line” may be cut through the vegetation for stringing purposes only and no vehicle access shall be allowed along the cleared “trace-line”. Alternative methods of stringing across inaccessible valleys should however be considered.
- c) Measures to prevent soil erosion shall be implemented at all times. Road construction may only be undertaken following agreement of authorities and obtaining of Environmental Approvals.
- d) Rivers, watercourses and other water bodies shall be kept clear of felled trees, vegetation cuttings and debris. The integrity of riverbanks shall be maintained by only trimming parts of trees directly affecting the safe operation of the power line
- e) Aesthetic consideration shall be taken into account, especially where power lines cross major roads and rivers, or enter dense vegetation, or woodlands.
- f) Trees, shrubs, grass, natural features and topsoil, which are not removed during the vegetation control operations, shall be protected from damage during operation of the power line. Disturbance of the surface of the earth shall only be allowed for access purposes.
- g) It shall be ascertained from the property owners concerned whether they wish to retain the cut vegetation. If not, it shall be removed, or disposed of in an appropriate manner to the satisfaction of the owner. Burning shall not be permitted under any circumstance.
- h) High levels of biomass below a power line may lead to increased risk of flash over during fires. Annual fire management programs will need to be implemented to manage the risk appropriately, and it may be necessary to remove all trees and shrubs below a line.
- i) Branches and other debris resulting from pruning processes should not be left below conductors, or in areas where it will pose a risk to infrastructure.
- j) Debris shall not be burnt under any circumstances.
- k) Fires shall not be made for the purpose of chasing or disturbing indigenous fauna.
- l) Disposal of cut vegetation is the sole accountability of the Contractor allocated to the line route. Cost of disposal is regarded as project specific cost and quotes based on standard rates, to be submitted to Eskom as required by the project (Task Order to be issued before commencement of work). Eskom reserves the right to verify quotes in detail on any project.

**Pest Control and Application Requirements**

- a) **The use of herbicides shall be in compliance with the terms and conditions of The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947).**
  - b) **Only a registered pest control operator may apply herbicides on a commercial basis. All commercial application of herbicides shall be carried out under the supervision of a registered Pest Control Officer who shall be present on site.**
  - c) **Where a worker is likely to be exposed to any chemical, physical, biological hazard/agent and climatic conditions to such an extent that it may be dangerous to his/ her health, appropriate preventive measures shall be taken against such exposure.**
    - i. The preventive measures referred to in paragraph (a) should place emphasis on the need to eliminate or reduce the hazard at the source and in particular should require:
    - ii. The replacement of hazardous substances by harmless or less hazardous substances wherever possible;
-

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

- iii. Technical measures applied to the plant, machinery, equipment or process;
- iv. Control the release of harmful agents or chemicals into the working environment;
- v. Training in manual lifting;
- vi. Appropriate protection against climatic conditions likely to jeopardize health;
- vii. Proper working posture when workers are required to work in fixed working positions or when they are carrying out repetitive work;
- viii. Where workers are required to enter any area in which toxic or harmful substances may be present, or in which there may be an oxygen deficiency, or a flammable atmosphere, adequate measures shall be taken to guard against danger.
- ix. Waste shall not be destroyed or otherwise disposed of on a construction site in a manner, which is liable to be injurious to health.
- x. The employer should make arrangements for the identification and assessment by competent persons of health hazards presented by the use of different operations, plant, machinery, equipment, substances and radiations at the construction site and takes appropriate prevention and control measures against the identified health risks in conformity with legislative requirements.

**Note: Where it is not possible to comply with the above mentioned sub-paragraphs, other effective measures, including the use of personal protective equipment and clothing shall be applied.**

**Technical Reporting Requirements**

**The invoice and production reporting requirement will include the following:**

- a) The Production Report will include the following detail per line segment (can be ring fenced by referencing the pole numbers on the Biome perimeter) exposed to the specific biome. (Pole x to z))
- b) The Surface area cleared or treated in m2
- c) Biome type treated
- d) Vegetation control activity applied (Mechanical tree/scrubs/reeds/grass harvest and removed and/or or Pest Control applied
- e) Submission of the relevant permit or copy thereof for the area treated
- f) Copies of the Land owner agreements or instructions signed
- g) Advise of the optimal duration to the next maintenance activity cycle based on the vegetation type in the biome
- h) Pest Control application Certificate (Chemical description, volumes and area in which applied.
- i) Reporting and requesting outages for the cutting of trees that is encroaching the minimum safety clearance
- j) Health and Safety Incident report if applicable

**Reporting any access restrictions preventing work to be performed or completed.**

**Contractor Classification and licencing by Eskom**

**All prospective Contractors will submit their credentials to be licenced for the type and classification as an approved Vegetation Management Service Provider according to the groups listed below. Only then will a Service Provider be considered for a Contract.**

**The following terms shall apply**

- a) A company will be licenced by Eskom according to its capacity and technical competencies in one or more classes. The company shall licence every team according to its capacity and technical competences in one or more classes.
- b) A portfolio of evidence for every member in the team shall be maintained in the site safety file and the team leader shall ensure that all members comply with minimum requirements
- c) A punitive system in accordance with commercial processes shall be employed to assure safe operations, work quality and environmental preservation.
- d) Licence Card shall be valid for the duration of the Contract.
- e) Auditing and assurance on site shall be the responsibility of the Ops and Maintenance Manager of the OU and shall ensure record keeping and audit trail for the card system

**Conformance Management**

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**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limplanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

- a) Development of RAS questions to measure degree of compliance of CCS shall be investigated.
- b) Develop activity assessment form to be used to measure degree of compliance of the VMP.
- c) A KPI to measure the number and frequency of Activity Assessments to be developed.

**License Category A (See Annexure C):**

- a) Level 1. Grass cutting
- b) Level 1 A. Tractor user
- c) Level 2. Brush and low risk tree cutting
- d) Level 3. High risk tree cutting

**Licence Category B:**

- a) Level 1. Herbicide applicators
- b) Level 2. Fire Management

**Sub-Contractor Management**

**a) Sub-Contractors**

- I. In terms of the Construction Regulations, all the duties that the Client has towards the Principal Contractor, the Principal Contractor in turn have towards all his/her sub-Contractors. It must be noted that the Principal Contractor remains accountable and responsible for his/her sub-Contractors.
- II. All the responsibilities reflected in the section on the responsibilities of Principal Contractors, which apply to the Principal Contractor, must apply to the SubContractor.
- III. The relationship between the Principal Contractor and the Sub- Contractor will be governed by the Contractual arrangements into which they have entered.
- IV. Whilst the Principal Contractor has overall responsibility for the site, this does not remove from the Sub-Contractor any of their responsibilities. Any areas of concern should be discussed urgently with the Principal Contractor.
- V. The sub-Contractor shall be an Eskom approved Contractor and Eskom needs to be informed if a sub-Contractor was appointed.

**2. Specifications**

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
Health and Safety requirements	Latest	
Environmental requirements	Latest	
Site regulations and access control	Latest	

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an "as and when" required basis over a period of 60 months**








Waste Management Procedure	EPC 32-245	
Recommended Herbicides	Latest	
Herbicides Management	Latest	
PROCEDURE FOR CLEARING VEGETATION AND MAINTENANCE WITHIN OVERHEAD POWERLINES	EPC 32-247	
LOCAL STANDARD FOR THE OPERATING OF HIGH CUTTER / CHAIN SAW	Latest	
<ul style="list-style-type: none"> <li> <b>Eskom Distribution Standard</b>  Copies available from Eskom Distribution Technology, Technical Administrator, Telephone 011-871 2214.  Important Note: where material options (i.e coastal and inland) are available the coastal option will be applicable in Eskom's Limpopo Operating Region (Refer to Engineering Instruction EI-039-MVL). </li> </ul>	Latest	
<ul style="list-style-type: none"> <li> <b>Technical Bulletins</b>  As issued by Eskom's Distribution Technology, Simmerpan  Copies of the relevant Bulletins are available on request. </li> </ul>	Latest	
<b>Environnemental Management</b> Environnemental Management Programme (EMP) Procedure SHEQ Policy	Latest	EPC: 32-248
<b>Quality</b> Quality Requirements for the Procurement of Assets, Goods & Services	Latest	ESKASAAU7
<b>Safety</b> Occupational Health and Safety Requirements to be met by Contractors and SubContractors Employed by Eskom. Co-ordination of Safety on Capital Projects Standard applicable to Contractors working in Close Proximity to Live Apparatus	Latest	Health & Safety Documents
Management of Substance Abuse	Latest	SCSPVABP4
<b>Business Conduct</b> Suspending Suppliers from Eskom's Supplier Lists Eskom Business Conduct Policy and Guidelines Declaration of Conflict of Interest Copies of the abovementioned documents are not attached but are available from Eskom's Contract Advise Centre, Clare Loittering, (031) 710 5429	Latest	ESKADABD7
Technology & Quality Engineering Instruction : Generic Stubby Line	Latest	E1-048-MVL
Authorisation of Contractors / Eskom staff	Latest	TDQES001
Standard for a fall arrest system Procedure for using a fall arrest system Specification for a fall arrest system	Latest	SCSASABW3 SCSPVACL6 SCSSCABA5

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**











Checklist of Eskom Qualified Suppliers List of Eskom Qualified Suppliers	<b>Latest</b>	TQSNK008
CONTRACT SPECIFICATION FOR VEGETATION MANAGEMENT SERVICES ON ESKOM NETWORKS	<b>Latest</b>	240-52456757

The attached documents form part of this legal binding Contract, the *Contractor* confirms that he has familiarized himself with all the embedded documents from 1 to 17 as indicated.

**Do not print and send them when returning this Contract**

<u>No</u>	<u>UNIQUE IDENTIFIER</u>	<u>REVISION</u>	<u>DOCUMENT TITLE</u>
1	32 - 727	0	<p><b>SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ) POLICY 32-727</b></p>  <p>1_Eskom SHEQ Policy 32-727.pdf</p>
2	32 - 136	0	<p><b>CONSTRUCTION SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT</b></p>  <p>2_Construction Safety Health and En</p>
3	32-524	0	<p><b>DEVELOPING A SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATION</b></p>  <p>3_Developing a Safety, Health and En</p>
4	34 - 333	1	<p><b>HEALTH AND SAFETY REQUIREMENTS TO BE MET BY PRINCIPAL CONTRACTORS EMPLOYED BY ESKOM DISTRIBUTION 34-333</b></p>  <p>4_Health and Safety Requirements to be n</p>
5	32 - 421	1	<p><b>ESKOM CARDINAL RULES 32-421</b></p>  <p>5_Eskom Cardinal Rules (32-421).pdf</p>
6	CONSTRUCTION REG 3		<p><b>NOTIFICATION OF CONSTRUCTION WORK TO DEPARTMENT OF LABOUR</b></p>  <p>6_Notification of Construction Work to</p>
7	CONSTRUCTION REG 4 & 5		<p><b>APPOINTMENT LETTERS FOR CLIENT REPRESENTATIVE, PRINCIPAL CONTRACTOR &amp; CONTRACTOR</b></p>  <p>7_Appointment letters for Client repr</p>
8 & 9	OHS ACT		<b>WRITTEN AGREEMENT ON OHS ACT SECTION 37(2) &amp; STANDARD CLAUSE</b>

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

			 <b>8_Written agreement on OHS A</b>  <b>9_Standard clause Eskom Contracts Sect</b>
10, 11 & 12	34 - 1063	0	<b>EXPANDED PUBLIC WORKS REPORT 34-1063.</b>  10_34-1063 EPWP Works Instruction.pdf  11_EPWP Guidelines Second edition 2005.  Eskom EPWP report template rev 7.xlsx
13	<u>DST 34-961</u>	0	<b>LEGAL APPOINTMENTS AND AUTHORIZATIONS</b>  13_Legal Appointments and Au
14	TPC 41-55		<b>TRANSPORTING PERSONS ON BACK OF VEHICLES</b>  14_Transporting of Passengers on the ba
15	LTIR	MASTER	<b>LOST TIME INJURY REPORT</b>  LTIR Master.xls
16	• Contractor Performance Evaluation	MASTER	 PA - Contractors.xlsx
17	• Supplier Contract Quality Requirements	MASTER	 QM-58 Supplier Contract Quality Req

**Acknowledgement by Contractor**

I/WE, ..... DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS FROM 1 TO 11 IN PART **C3** OF THIS CONTRACT.

I/WE UNDERTAKE TO STUDY AND ABIDE BY THESE REQUIREMENTS AT ALL TIME.

SIGNED AT: ..... ON THE ..... DAY OF .....20.....

**Employer's requirements for the service**

All suppliers shall comply with, but not limited to the following legislation during the period of this Contract.

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limplanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

- The National Road Traffic Act (Act 93 of 1996)
- The Hazardous Substance Act (Act 15 of 1973)
- The Occupational, Health and Safety Act (Act 85 Of 1993)
- The Environment Conservation Act (Act 73 of 1989)
- The National Environmental Management Act (Act 107 of 1998)
- The National Water Act (Act 36 of 1998)
- The National Waste Management Act (Act 59 of 2008)

All suppliers shall comply with all relevant Eskom procedures but not limited to the following:

- Waste Management Procedure: EPC 32-245
- The Limpopo Operating Unit (LOU) Waste Management Plan
- Safety, Health, Environmental and Quality Policy: 32-727
- Procedure for the Effective Management of Safety, Health and Environmental Related Incidents: 32-95

**Interpretation and terminology**

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
	None

**Management strategy and start up.**

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

**Management strategy and start up.**

**Management meetings**

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As required	Service Manager’s office	Both parties
Overall Contract progress and feedback	As required	Service Manager’s office	Both parties

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

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

**Contractor’s management, supervision and key people**

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**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an "as and when" required basis over a period of 60 months**

N/A

### **Provision of bonds and guarantees**

N/A

### **Documentation control**

All Contractual Documentation must have relevant Contract number and Purchase Order Number as reference as per Eskom Holdings SOC Ltd Standards . Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC3 template and urgent Contractor meetings can be in the form of sms. The use of sms's, emails does not override the use of applicable and relevant NEC3 standard templates, forms and Eskom Holdings SOC Limited procedures.

### **Invoicing and payment**

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

The *Contractor* shall address the tax invoice to

\_\_\_\_\_ and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;

The Contract number and title;

*Contractor's* VAT registration number;

The *Employer's* VAT registration number 4740101508;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

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

### **Contract change management**

For any change in scope, such changes must be treated as Compensation Events.

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

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. A site diary will be required.

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**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

### **Insurance provided by the *Employer***

The insurance provided by the Employer, is addressed under the Contract data.

### **Training workshops and technology transfer**

To be advised by the Service Manager, as required

### **Design and supply of Equipment**

N/A

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

#### **Equipment**

As per Task Order

#### **Information and other things**

As per Task Order

### **Management of work done by Task Order**

**NB: No work that falls outside the approved scope of works will be undertaken without a Task Order.**

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

### **Health and safety risk management**

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this Contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATSOEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the Contract to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

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**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

· Distribution: Alex Stramrood

The *Contractor* shall comply with the health and safety requirements contained in Below Form to this Service Information.

<b>Occupational Health and Safety Act: Section 37(2) Agreement - Form</b>	<b>Document Identifier</b>	<b>240-77037682</b>	<b>Rev</b>	<b>1</b>
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Only in the specific instance and for the specific purpose and to the extent for which it was made or given. This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this ..... Day of ..... 20 ..... at

..... (Place)

(Full name)..... (Signature) .....on

behalf of ..... **(Supplier/Contractor)**  
**Contractor Responsible Manager** (responsible for signing the Eskom Contract on behalf of the Contractor)

Witnesses

1. ....
2. ....

Signed this ..... day of .....20.....

at ..... (Place)

(Full name..... (Signature).....on

Behalf of **Eskom Holdings SOC Limited.**  
**(Contracts and/or Project Manager or Eskom’s representative)**

Witnesses

1. ....
2. ....

**Environmental constraints and management**

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure \_\_\_\_\_

**Guidelines of Compiling an Environmental Policy**

**Environmental policy**

The environmental policy is the driver for implementing and improving the organization’s environmental management system so that it can maintain and potentially improve its environmental performance. The policy should therefore reflect the commitment of top management to comply with applicable laws and to demonstrate continual improvement. The policy forms the basis upon which the organization sets its objectives and targets. The policy should be sufficiently clear to be capable of being understood by internal and external interested parties and should be periodically reviewed and revised to reflect changing conditions and information.

**Top management shall define the organization’s environmental policy and ensure that it:**

Top management includes people on site, at head office, or any member of a controlling group designated to be management of the organization.

A site or an operating unit does not need to document its formal adoption of a corporate environmental policy if the corporate policy, as defined by its scope, applies to the site or operating unit. In addition, the corporate policy will need to be adequately specific to the site or operating unit.



**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

*If the site or corporate policy is modified to suit the site or operating unit, then these changes must be documented.*

**a) is appropriate to the nature, scale and environmental impacts of its activities, products or services;**

for example, an organization involved in activities with a high environmental risk (for example, scheduled processes) would be expected to provide more specific undertakings in its environmental policy than an organization involved in low risk activities. The environmental policy should also address the different types of environmental impacts of the organization’s activities, products or services.

This does not imply that all environmental impacts be addressed in the policy but that the framework of the policy covers all significant impacts (see 4.2 d).

**b) includes a commitment to continual improvement and prevention of pollution;**

The words “continual improvement” and “pollution prevention” do not need to be explicitly mentioned as long as similar words are used or there are clear statements in the policy that directly address pollution reduction

(for example, waste minimization, source reduction and cleaner technologies) and continual improvement. Pollution prevention is more than just pollution control and requires preventive measures, instead of only control.

**c) includes a commitment to comply with relevant environmental legislation and regulations,**

Compliance with all relevant legislated and other requirements (National, provincial and local) is a minimum requirement for certification.

*Exceptions to this are where:*

- a) *The authorities have been informed of the non-compliance in writing;*
- b) *A corrective action programme is in place;*
- c) *Evidence is available that the authorities have accepted the corrective action programme;*
- d) *Evidence is available that the corrective action programme is being implemented.*

Where a permit for a process of the organization has expired and the organization can provide evidence of due diligence, for example, records of telephone calls, faxes to the regulator or minutes of meetings with the regulator showing that they are in the process of applying for new permits.

The word comply does not need to be explicitly mentioned in the environmental policy, as long as there are similar words (for example, adhere to, in accordance with) clearly communicating commitment to compliance with legislation and regulations.

**d and with other requirements to which the organization subscribes;**

The “*other requirements*” may include:

- a) Industry initiatives, non-regulatory guidelines or codes of practice such as Responsible Care or more general environmental initiatives such as the business Charter for Sustainable Development to the extent that the organization has formally adopted them;
- b) Agreements with public authorities;
- c) Formal management systems such as SABS ISO 9001/2, NOSA and ISRS; and
- d) Corporate or Head office requirements.

If an organization subscribes to other requirements (as in 4.2(c) a) and b) above in their environmental policy then:

- 1) The certification body will verify compliance with these requirements;
- 2) Compliance with those requirements will not be included in the scope of the certificate; and
- 3) Non-compliance with these requirements could provide grounds for not granting certification.

If an organization subscribes to other requirements (as in 4.2(c) c) above then the certification body will only verify compliance with the SABS ISO 14001 requirements and not to those other formal management systems. (An exception to this is where the organization requests a combined SABS ISO 14001 and SABS ISO 9000 certification assessment/audit).

**e) Provides the framework for setting and reviewing environmental objectives and targets;**

The policy should be sufficiently detailed to provide a yardstick against which the organization’s environmental performance can be evaluated.

*The policy wording must be specific enough so that specific objectives and targets can be formulated from it by the organization in order to implement the policy.*

**f) Is documented, implemented and maintained ...**

The policy can be documented in any form (i.e. paper or electronic).

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

All the requirements of SABS ISO 14001 shall be addressed and an organization cannot elect to omit any of these requirements from its environmental management system.

Policies tend to set long-term goals.

The policy should be periodically reviewed and revised in response to new information and changing circumstances.

*The policy must be reviewed periodically – at least annually.*

It is not expected that the policy be reissued annually. A well-developed policy can effectively drive the organization’s environmental management system for several years.

**g) ... and communicated to all employees;**

Communication involves both the transmission and the understanding of the policy.

Communication mechanisms can include posting the policy in common areas, distributing it by memo, and reviewing it at staff or “toolbox talks” meetings.

A person’s level of knowledge of the policy should be proportional to his/her level of responsibility in the environmental management system i.e. senior staff responsible for ensuring implementation need a greater knowledge of the policy than personnel at shop-floor level. In the South African context, unskilled, illiterate workers cannot be expected to have in-depth knowledge of the contents of the environmental policy, however all employees are expected to have an idea of the concepts of the environment, why it is important to protect the environment, and of their role in achieving this (see also 4.4.2).

**h) is available to the public**

*The policy must be available to any interested party on request.*

The words “is available” do not necessarily mean that the organization has to pro-actively distribute the policy to the public. The organization should however make the public aware of the fact that the policy is available.

A mechanism should be in place to have the policy available to the public.

**i) Key component of the policy**

The policy provides an environmental purpose and set of values for the organization to follow.

The policy should:

- a) Be relevant and straightforward;
- b) Relay that protection of the environment is a top priority of the organization;
- c) Show commitment to continued improvement of environmental performance and compliance with the laws and regulations;
- d) Clearly specify which organizational activities are covered by the statement;
- e) Be a natural jumping-off point for setting environmental objectives and targets;
- f) Provide a framework for assessing progress made with the targets and objectives that are oriented towards minimizing environmental impacts.

**j) Communication, promotion and support of policy**

The policy statement will be totally ineffective if the commitment it contains is not communicated, made available, promoted and supported by all. It is important to note that the policy:

- a) Should be available to all employees in the organization;
- b) Should be communicated repeatedly after a period of time as a reminder;
- c) Should be made available to the public;
- d) Should be promptly provided whenever a copy is required;
- e) Should be signed by top management to show commitment and support.

Repeated exposure is the key to communicating the policy effectively thus it can be posted, communicated through news letters or sent to desktop personal computers.

**Quality assurance requirements**

As per Contract Supplier Quality requirements

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The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months

## Procurement

### People

#### Minimum requirements of people employed

N/A

#### BBBEE and preferencing scheme

Where a change in the *Contractor’s* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor’s* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

### Skills Development

Successful Contractors will be required to skill candidates as indicated below;

Category	Eskom Target
Environmental Officer (Candidates with National Diploma in Environmental Management / Sciences)	5 (1 per annum)

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

The *Contractor* complies with and fulfils the *Contractor’s* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor’s* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor’s* actual delivery against the above stated ASGI-SA criteria.

The *Contractor’s* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this Contract.

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

**Sub-Contracting**

**Preferred Sub-contractors**

Contractors are requested to submit names of proposed “Sub-contractors” to be utilized on this project. Contractors are advised that only Eskom Approved Consultants and Contractors who have completed the necessary Eskom Contractor Training & Accreditation may be used.

SubContractor	Section of Work to be Subcontracted	Vendor No.

**Subcontractor documentation, and assessment of subcontractor Contracts**

As per Terms and Conditions of NEC Term Services Contract

**Limitations on sub-contracting**

Contractors are not allowed to sub-Contract more than 25% of the Contract value to another enterprise that does not have equal or higher BBBEE status level, unless the intended sub-Contractor is an EME that has the capability and ability to execute the sub-Contract.

**Attendance on sub-contractors**

None

**Plant and Materials**

**Specifications**

As per Task Order

**Correction of defects**

Defects to be corrected within 1 Week

**Contractor’s procurement of Plant and Materials**

Material to be procured locally, from Eskom approved Supplier.

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

**Tests and inspections before delivery**

**The inspection to be done by the Service Manager**

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

As per Task Order

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The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an "as and when" required basis over a period of 60 months

## **Working on the Affected Property**

The Contractor must adhere the OHS Act

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

As per Task Order

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

As per Task Order

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

As per Task Order

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

This sub-paragraph may not be required in a service Contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

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

None

### **Site services and facilities**

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

Security and Site

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

As per Task Order

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

The Contractor to adhere to Environment Management Act

### **Hook ups to existing works**

The Contractor to adhere to Eskom life saving rules

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**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

## **Tests and inspections**

### **Description of tests and inspections**

Site Inspection to be done at the end of each Task Order

### **Materials facilities and samples for tests and inspections**

Materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

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The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an "as and when" required basis over a period of 60 months

## List of drawings

### Drawings issued by the *Employer*

Drawing number	Revision	Title
		drawings will be available from the Service Manager

### Access to the Eskom Web Page

All Contractors must make sure that they can access Eskom Web page at any given time to get the latest drawings and specifications before commencement of any task. Web Access applications can be done through the assistance of Brenda Morrison @ 011 629 5266 or [MorrisEF@eskom.co.za](mailto:MorrisEF@eskom.co.za)

### Acknowledgement of Web Access/and or application for Web Access

I .....do hereby acknowledge having/applied for access to the Eskom Distribution Website with all Distribution Procedures, Standards and Drawings as they will be listed in the index of the Task Order documents.

I undertake to study and abide by these requirements at all times. If for any reason I cannot access or open any of the files on the web, I will contact the *Employer* immediately.

Contractors Signature: .....

Signed at: ..... on the ..... day of .....



**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limplanga Cluster - Limpopo on an “as and when” required basis over a period of 60 months**

**SECTION 37(2) AGREEMENT  
CONCLUDED BETWEEN  
ESKOM HOLDINGS SOC LIMITED  
(Hereinafter referred to as Eskom)  
AND**

.....  
**(Name of Contractor/supplier)**

I, .....[(name)representing  
..... [insert name of Contractor/supplier], do hereby  
acknowledge that ..... [insert name of Contractor/supplier] is an  
employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of  
1993 (“the Act”), as amended, and agree to ensure that all work will be performed and/or machinery or plant  
used in accordance with the provisions of the Act.

I undertake that ..... [insert name of Contractor/supplier] shall strictly  
adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and  
Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service .....[insert brief  
details of project/service, for example, name, Contract/project number] .....  
and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between  
..... [insert name of Contractor/supplier] and Eskom, which  
will ensure compliance by ..... [insert name of Contractor/supplier]  
with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver  
of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of  
any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification,  
waiver, or consent shall be effective

<b>Occupational Health and Safety Act: Section 37(2) Agreement - Form</b>	<b>Document Identifier</b>	<b>240-77037682</b>	<b>Rev</b>	<b>1</b>
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only in the specific instance and for the specific purpose and to the extent for which it was made or given.  
This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the  
requisite authority to do so.

Signed this ..... day of ..... 20 ..... at

..... (Place)

(Full name)..... (Signature) .....on

behalf of ..... **(supplier/Contractor)**

**Contractor Responsible Manager** (responsible for signing the Eskom Contract on  
behalf of the Contractor)

Witnesses

3. ....

4. ....

Signed this ..... day of .....20.....

at ..... (Place)

(Full name..... (Signature).....on

Behalf of **Eskom Holdings SOC Limited.**  
**(Contracts and/or Project Manager or Eskom’s representative)**

**The provision of vegetation management (Bush Clearing/Herbicide Application and Grass Cutting in Limlanga Cluster - Limpopo on an "as and when" required basis over a period of 60 months**

Witnesses

- 3. ....
- 4. ....