



NEC3 Term Service Contract (TSC3)

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

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

**for BUS TRANSPORTATION OF ESKOM KRIEL POWER
STATION EMPLOYEES FOR THE KOMATI POWER
STATION RESIDENTS ON A DAILY BASIS TO AND
FROM KRIEL POWER STATION FOR A PERIOD OF
5 YEARS**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

Bus transportation of Eskom Kriel Power Station employees for the Komati Power Station residents on a daily basis to and from Kriel Power Station for a period of 5 years

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Employer

Eskom Holdings SOC Ltd (Reg No 2002/015527/30), Kriel Power Station, Bethal-Ogies Road, Kriel, Mpumalanga

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

**Eskom Holdings SOC Ltd (Reg No
2002/015527/30), Kriel Power Station,
Bethal-Ogies Road, Kriel, Mpumalanga**

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	-
	Fax No.	-
10.1	The <i>Service Manager</i> is (name):	Veliswa Mlotshwa
	Address	Eskom Kriel Power Station R545 Ogies/Bethal Road Kriel 2271
	Tel	017 615 2139
	Fax	None
	e-mail	MlotshVL@eskom.co.za

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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11.2(2)	The Affected Property is	Kriel Power Station transportation routes
11.2(13)	The <i>service</i> is	The provision of bus transportation of Eskom Kriel Power Station employees for the Komati Power Station residents on a daily basis to and from Kriel Power Station for a period of 5 years
11.2(14)	The following matters will be included in the Risk Register	- Labour strikes preventing using public roads - Weather conditions - Road conditions - Taxi Association membership (conflicting areas)
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	24 hours
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	3 weeks from the Contract Date
3	Time	
30.1	The <i>starting date</i> is (proposed)	01 March 2027
30.1	The <i>service period</i> is	60 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 15th and 30th of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days from valid invoice receipt as per Eskom Supplier Payment Policy
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the

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		6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Passenger liability insurance 2. Vehicle non-compliance as per Eskom Vehicle Safety Specifications 3. Passenger liability insurance
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	TBA when a dispute arises

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Tel No.	TBA when a dispute arises
Fax No.	TBA when a dispute arises
e-mail	TBA when a dispute arises

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Kriel Power Station, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are: CPA will be applied annually	One month prior to tender closing date		
		proportion	linked to index for	Index prepared by
		0.25	Index D-4 CPI consumables	Seifsa
		0.45	Table L-3 Diesel 0.005%	Seifsa
		0.15	Table C3 All hourly paid employees	Seifsa
		0.15	non-adjustable	
1.00				
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Late coming of busses after arrival or pick-up time – penalty fees per bus		
		First 30 minutes	R5 000.00	
		Every 30 minutes there after	R7 000.00	

X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	Last day of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	One day of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

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- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.

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connection with the <i>Contractor's</i> Providing the Service	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

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

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that

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person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

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

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

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

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- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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.	
	E-mail address	
11.2(8)	The <i>direct fee percentage</i> is	_____ %
	The <i>subcontracted fee percentage</i> is	_____ %
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	Not applicable
21.1	The plan identified in the Contract Data is contained in:	Not applicable
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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	Qualifications:	
	Experience:	
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	C2 Part 2 Pricing Data
11.2(19)	The tendered total of the Prices is (excluding VAT & CPA)	R

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	1

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the

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time of tender, as well as correct any Defects not caused by an *Employer's* risk;

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item	Description	UOM	Qty	Rate	Amount	
100	<u>Preliminary and General</u>					
101	Medicals (1x Driver)	Yearly	5			
102	Safety File	Yearly	5			
	Sub-total			R		
200	<u>Transport Services</u>	Vehicle Required	No of Months	Estimated km / month	Rate	Amount
201	General & Shift Workers - Komati/Kriel	14 Seater	60	7000		
202	Unscheduled Trip	14 Seater	60	1500		
	Sub-total			R		

	<u>SUMMARY</u>
100	Preliminary and General
200	Transport Services
	Total excluding VAT & CPA
	R

Signature: _____ Date: _____

Name: _____

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Employer's Service Information</i>	19
	Total number of pages	20

C3.1: EMPLOYER'S SERVICE INFORMATION

Description of the service

Executive overview

Kriel Power Station provides transport to their employees (home to work and work to home) daily. The employees were receiving travelling allowance from Eskom. The Management of Kriel Power Station decided that a transport contract should be put in place to ensure the following: Employee Well-Being and Productivity, Punctuality, Cost Savings and Stronger Bond.

Employer's requirements for the service

Vehicle Requirements

The following vehicles are required: 1 x New 14 Seater Mini bus

Bus routes

Route	Vehicle Requirement
General & Shift Workers	1 x 14-Seater
Unscheduled Trips (As and when required no additional vehicle required)	1x 14-Seater

Driver Requirements

- a) Must have valid relevant driver's license
- b) PRDP must be valid
- c) Must have 3 years driving experience

Additional requirements by the Employer

The contractor:

- i) Must be a member of the local Taxi Association.
- ii) Must have a route permit issued by the Department of Roads and Transport.
- iii) The obligation of the *Contractor* to *Employer*, in terms of the contract shall, at all times, have priority above any other obligations he may have outside the contract.
- iv) The *Contractor* shall abide by the detailed timetable and routes, which will be supplied and approved by Kriel Power Station. *Employer* shall, however, have the exclusive right to amend the aforesaid timetables and routes from time to time in consultation with the *Contractor*.
- v) The minibus to be used is for the transportation of Kriel Power Station employees only as defined in the contract. Failure to comply with this clause will result in cancellation of the contract and *Employer* will not be held liable for injuries or any other liabilities whatsoever that may be sustained by passengers other than *Employer's* employees.
- vi) The *Contractor* must ensure that the minibus is kept neat and clean (interior and exterior) at all times.
- vii) The *Employer* reserves the right to inspect the minibus at all reasonable times and it is a requirement that the *Contractor* shall maintain the minibus in a road-worthy condition and to the satisfaction of the *Employer*.
- viii) The *Contractor* shall be expected to establish and maintain the services required entirely at his own expense and *Employer* shall not be liable for any costs whatsoever in connection with, or arising out of, the establishment, maintenance or operation of such service.
- ix) The *Contractor*, on request by *Employer*, shall exchange any of the allocated minibus for a bigger or a smaller bus/minibus/sedan depending on the requirement. Should additional minibus be required, minibus of the same make, condition and capacity shall be introduced to the fleet.

-
- x) New rates, if applicable, will be negotiated between *Employer* and the *Contractor* where routes or bus requirements change. Should the *Contractor* not be able to comply with this requirement, *Employer* reserves the right to obtain the amended service from another source and to cancel the specific exchange item of the contract with the *Contractor*.
 - xi) The *Contractor* undertakes to provide replacement transport (of the same standard and make – minibus) in the event of a vehicle breakdown, to ensure that the Eskom - employees reach their destination on time.
 - xii) The bus provided by the *Contractor* must be of the same quality and standard.
 - xiii) The *Contractor* undertakes to make transport minibus available on the request of Employer, Kriel Power Station for any special occasion, which may be organized by *Employer*. The special service so provided will be subject to the conditions as laid down in this contract.
 - xiv) The *Contractor* shall not be entitled to alienate, pledge, cede or deal in any manner whatsoever, with any claim he may have arising out of the contract or his rights and obligations, in terms of such contract, without the prior, written approval of *Employer*.
 - xv) The *Contractor* undertakes to limit his service to the prescribed number of Eskom passengers per bus/minibus.
 - xvi) The *Contractor* shall operate the bus transportation service in a reasonable, proper and efficient manner and shall ensure that his employees are fully authorized and conduct their appointed tasks in a proper and workmanlike manner.
 - xvii) The *Contractor* undertakes and guarantees that he is legally authorized, qualified and properly equipped to render the bus transportation service required and that he is fully conversant with the legal provisions regarding the transportation service to be rendered and undertakes to abide by such legal provisions during the contract.
 - xviii) The *Contractor* shall, at all times, comply with all legal requirements in respect of the required bus transportation service and shall, be the holder of all licenses, permits and insurances that may be required in terms of the contract and all applicable legislation.
 - xix) All requisites Licenses and Insurance documents must be supplied by the *Contractor* to the *Employer's* Representative prior to commencement of the service. Failure to comply at any time with this requirement can lead to the immediate cancellation of the contract.
 - xx) The *Contractor* acknowledges that he has insurance cover in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, and undertakes to supply *Employer* with proof of such insurance.
 - xxi) The bus drivers must at all times be in possession of valid Public Transport Permits. The bus drivers must be able to produce their permits on demand, e.g. to the *Service Manager* appointed by *Employer*.
 - xxii) Within fourteen (14) days from the date of contract award the *Contractor* will supply the *Service Manager*, the following:
 - Names of the bus drivers and certified copies of their PRDP's and identity documents
 - Registration Certificates and COF of minibus for this contract.
 - Road Transportation Permits to transport Kriel Power Station's employees.
 - xxiii) Before commencement date of the service, the drivers of the minibus and sedan will be tested for an Eskom drivers permit by an Eskom authorised company. *Employer* Shall carry the cost for the first test. If the driver fails, the first test the *Contractor* will be liable for the cost of the second test.
 - xxiv) No driver will be allowed to drive any bus/minibus without the Eskom driver permit. For every other driver appointed by the *Contractor*, other than the original appointed drivers, the *Contractor* will be responsible for the cost and the amount will be deducted at month end. No learner drivers will be allowed to drive any bus, minibus, or sedan.
 - xxv) All drivers appointed during the period of the contract must undergo induction before starting with the service and documentation must be submitted to the Service Manager.
 - xxvi) All drivers must be equipped with a cell phone for direct communication between the bus and the depot.
 - xxvii) The minibus must display the 100 kilometer per hour sign at the back of the bus. Such sign shall comply with the requirements of standard specification SABS 1329 "Retro-reflective and Fluorescent Warning Signs or Road Vehicles".
 - xxviii) All drivers will obey all the traffic rules and are not allowed to over speed or dis-obey any traffic regulations.
 - xxix) Eskom Holdings SOC Ltd reserves the right to terminate additional trips within 24 hours after communicated.

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- xxx) A R5 000.00 (Five Thousand Rand) fine will be payable for late coming of buses for the first ½ hour after arrival or pick up time. Thereafter it will be R7 000.00 (Seven Thousand Rand) per 30 minutes.
The bus will be inspected before service commencement date on an agreed date between the *Employer* and *Contractor* after contract award. Eskom technical evaluator to inspect the bus for compliance before start date.
- xxxi) Sedan to comply with SANS and ECE Standards.
- xxxii) The *Employers* representative reserves the right to investigate and remove the driver where unsafe driving has been reported to the *Employer*.
- xxxiii) The *Contractor* shall, at his own expense, take all precautions for the protection of life and property on, and about, and in any way connected with the service or equipment and shall indemnify, and keep indemnified, *Employer's* representative against all losses, claims, demands, proceedings, damages, costs, charges and expenses of whatsoever nature, howsoever arising, in respect of injury to, or death of, any person at any time during the contract period.
- xxxiv) By the 20th of every month, a pro-forma invoice for assessment to be provided to the *Service Manager* before final invoice for payment.
- xxxv) Daily Bus Inspection by driver to be kept on file and proof to be provided to *Service Manager* at monthly meeting. Eskom reserves the right to inspect the bus without pre-arrangement.
- xxxvi) A vehicle tracking system must be installed to the bus by *contractor*, the Employer representative to be granted access to the report, and/or be provided with reports as and when required. All requested reports must be submitted to the Employer's representative within 24 hours of receipt of the request.
- xxxvii) Proper records are also to be submitted of all scheduled and non-scheduled journeys and distances.
- xxxviii) The shift bus in between trips will be utilized underneath the shift bus kilometers and not as unscheduled kilometers.
- xxxix) Contingency plans (in case of strikes) must be in place and proof must be submitted to the *Services Manager*.
 - xl) Smoking is not allowed in minibus.
 - xli) Toll fees are for the *Contractor's* account.
 - xl ii) Cessation or restriction of operation due to abnormal environmental conditions (for example, rain, winds, fog), including "Go - No Go" criteria and the responsible person for this decision.
 - xl iii) The minibus must have a Fleet number as well and the contractors emergency contacts on the tailgate.
 - xl iv) The *Contractor* shall obey the Eskom Life Saving Rules (non-negotiable health and safety rules and must not be broken under any circumstances). Eskom takes a ZERO TOLERANCE stance to violation of these rules.

Time Schedule

The working times for the Eskom Kriel Power Station are as follows:

a) General workers:

Monday to Thursday 07:00 to 16:15

Fridays 07:00 to 12:00

b) Shift workers:

Morning Shift: from 07:00 to 19:00

Training Shift: from 07:00 to 14:00

Night Shift: 19 :00 to 07:00

It is the responsibility of the service provider to ensure that the vehicle is on site on time so that the employees can report for duty according to the prescribed times. Continuous risk assessment must be conducted and the travelling time to be adjusted according to the identified risks.

Interpretation and terminology

Definition	Explanation
<i>Employer</i>	Employer will be Eskom Holdings SOC Ltd (Kriel Power Station)
<i>Contractor</i>	Means an Employer as defined in Section 1 of the OHS Act, who is formally contracted (directly or indirectly) by Eskom and performs work.
<i>Service Manager</i>	Means an Eskom representative appointed to manage the Contract

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
PrDP	Professional Driving Permit
CSI	Corporate Social Investment
TBA	To be Advised
VAT	Value added tax
CPA	Cost Price Adjustment

Management strategy and start up.

The *Contractor's* plan for the service

The *Contractor* will submit a plan to the *Service Manager* for acceptance within the period stated in the service agreement.

Management meetings

The following requirements for conducting and monitoring the services will apply to the Works. The *Contractor* shall actively participate in and adhere to the *Employer's* requirements and other procedures initiated for the purpose of maintaining the Fleet contract. The *Contractor* shall attend the Site meetings when deemed required by the *Employer*.

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:
Safety meetings (SHEQ)	Once a month	TBA	Eskom representatives and the Contractor representatives
Contractual meetings	Once a quarter	Eskom Premises	Eskom representative and Management
Risk register	As and when required	Operating Support offices	Employer, Contractor and Supervisor
Operational meetings	As when required	TBA	Contractor and Fleet personnel

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

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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.

Attendance of meetings as required by Service Manager such as

- Kriel Power Station *Contractors* Safety Meeting (monthly)
- Departmental Safety Meetings (monthly)
- Any meeting requested by the *Employer* or *Contractor*

The *Employer's Supervisor* or representative shall be entitled to request the *Contractor* to provide additional reports when in his/her opinion they are warranted to monitor the progress.

Contractor's management, supervision and key people

- a) The *Contractor* to provide a key list of personnel who will carry out the work on site with their qualifications attached.
- b) A company organogram shall be shared with the *Service Manager* to communicate accordingly to comply with the NEC3 Term Services Contract communication structures.
- c) The *Contractor* shall provide a *site manager/contract manager* to manage all contract related matters. Such persons is preferred to have prior experience in contract management and change of this person is communicated in writing, within 1 (one) week of such change, to the *Employer*.
- d) The *Contractor's* supervisor shall be knowledgeable, competent and fully capable to perform supervisory duties without direct or continuous supervision by the employer, to liaise and co-ordinate activities with various departments, including the employer's personnel and others in order to fulfil all obligations.
- e) In the absence of the relevant *Site manager* or *Supervisor*, a replacement must be identified to take over the duties.

Provision of bonds and guarantees

Not Applicable

Documentation control

The *Contractor* must have a document management system in place that will give all documents related to this contract an alpha number identification number. An example of the documents are, but not limited to:

- Daily vehicle inspection sheet
- Daily attendance register
- Meeting attendance register
- Defects report

Title and purpose	Frequency
Daily vehicle inspection sheet	Daily
Daily attendance register	Daily
Meeting attendance register	As and when required
Defects report	As and when

Invoicing and payment

- No invoices to be handed to an individual. There is no need for the *Purchaser Representative* to sign invoices as they perform Goods Receipt in the system. The Goods Receipt serves as the approval of payment.
- Invoices must be delivered to the Eskom Documentation Centre (email to: Invoiceseskomlocal@eskom.co.za) as this will speed up the payment process and ensure that invoices are not lost and payments delayed.
- Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
- Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

Invoices to be addressed to:

Eskom Holdings SOC Ltd

Reg. No. 2002/015527/30

Kriel Power Station

Accounts Payable, Private Bag X5009, Kriel 2271

Email to: Invoiceseskomlocal@eskom.co.za

The *Contractor* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs. Invoices to reflect 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

Goods Delivered Invoices

- a) Once the Goods are delivered, the *Service Manager* performs a Goods Receipt on the SAP system. (The delivery note is used as source document for Goods Receipt. The invoice should not be used as a delivery note)
- b) *Service Manager* will then forward the Goods Receipt note to the Vendor immediately or within 3 working days after the Goods are delivered.
- c) Vendors must then forward the Invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

Contractor is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

General Information related to Eskom Invoices

- a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or hand written on the invoice).
- b) Eskom Purchase Order number must appear on invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
- g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
- h) No pro-forma invoices will be accepted.

- i) *Contractor* cannot be utilized by Eskom for more than 3 times without a contract being established.

Contract change management.

- a) Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.
- b) The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.
- c) If the *Employer's Service Manager* change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

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.

The *Contractor's* Site Manager will complete the site daily log, and this will be submitted to the *Service Manager* for his signature before 12 am of the following morning barring weekends. The Friday and weekend logs will be submitted before 12 am Mondays. The log will include but not be limited to the following:

- Date and day.
- Weather.
- Site Conditions.
- Work Done.
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period.

Any communication and documentation during this service agreement to be filed in the contract file. This file is always in the possession of the *Service Manager*.

Insurance provided by the Employer.

As stated in Agreements and Contract Data and as per Table A within Data by *Employer*

Training workshops and technology transfer

Not applicable to this contract.

Design and supply of Equipment

Not applicable to this contract.

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

Equipment

Not applicable to this contract

Information and other things

When the needs arise in terms of the contract close out.

Management of work done by Task Order

- a) A Task is work within the *service* which the *Service Manager* may instruct the *Contractor* to carry out within a stated period of time.
- b) A signed Task Order is the *Service Manager's* instruction to carry out a Task.
- c) Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.

- d) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.
- e) A Task Order includes the following:
 - A detailed description of the work in the Task
 - A priced list of items of work in the Task in which items taken from the Price List are identified.
 - The starting and completion dates for the Task
 - Conditions of the *service agreement* is in accordance with the Task Order issued.
- f) The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.
- g) The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.
- h) No Task Order is issued after the end of the service period.
- i) Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.
- j) It is the *Contractors* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.
- k) Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.
- l) **When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:**
 - The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
 - Response time is within 2 hours for any communication when the *Contractor* acknowledges the emergency.
 - *Contractor* provides a programme within 2 hours of Task Order.
 - Mobilise within 2 hours after Task Order have been accepted by both parties.

Health and safety, the environment and quality assurance

Health and safety risk management

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 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property; warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the service; and undertakes, in and about the execution of the service, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the Contractor's direction and control, likewise observe and comply with the foregoing.

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

The *Contractor* shall comply with the health and safety requirements.

Health And Safety Risk Management

All service providers appointed to render any services within Eskom Kriel Power Station are required to comply with the station's Environmental Management System requirements.

NB: Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the

Contractor shall comply with during the works. The service provider together with Eskom's Environmental practitioner shall sign in the Environmental Agreement Register to indicate that the agreement is reached.

The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Kriel Power Station and any service providers.

It should always be noted that Kriel Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Kriel Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The Contractor must consult with Kriel Environmental section on a regular basis for on-going assistance and advices.

The EMS shall clearly cover the following areas as per ISO 14001;

- Environmental policy
- Environmental legal and other requirements
- Risk Assessments/Aspects & Impacts Register
- Improved management of monitoring and measurement documentation (e.g. devices calibration certificates)
- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS.
- Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the Contractor or by Service Manager) as well as emergency preparedness and response procedures/plans.
- The contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports.
- Kriel Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- Contingency plans.

Environmental constraints and management

All service providers appointed to render any services within Eskom Kriel Power Station are required to comply with the station's Environmental Management System requirements.

NB: Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the Contractor shall comply with during the works.

The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as a minimum. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Kriel Power Station and any service providers.

It should always be noted that Kriel Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Kriel Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The Contractor must consult with Kriel Environmental section on a regular basis for on-going assistance and advice.

The EMS shall clearly cover the following areas as per ISO 14001;

- Environmental policy
- Compliance obligations (Environmental legal and other requirements)
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- Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the Contractor or by Service Manager) as well as emergency preparedness and response procedures/plans.
- The contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports.
- Kriel Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- Contingency plans.
- Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.

Audits

- Audits covering various Environmental aspects, Safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.

Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58). The Quality documents are to be submitted for approval to *the Project Manager* within thirty (30) days after a contract has been awarded to the *Contractor*.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to *the Project Manager*. The *Contractor*, in conjunction with *the Project Manager* must sign off all Quality Control documents after completing all work as per the agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to *the Project Manager* within one (1) week after completion of work.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises.

The *Contractor* shall comply with all *Employer's* requirements as set out in QM-58 (Supplier Contract Quality Specification). .

The *Contractor* further ensures that the subcontractor's programmes comply with the requirements of the Service Information.

The *Contractor* notifies the *Service Manager* of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and sub contracts.

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

Contract Quality Management Plan Requirement:

The *Contractor* prepares a contract quality management plan that, where appropriate, indicates the following:

- Indicates the interface with the *Contractors* quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the *Contractor* and the *Service Manager* in respect of quality and the integration of such with the prescribed contract communication channels
- Indicates how specific subcontractors will be monitored
- Identifies items or activities for which quality control plans will be prepared
- Identifies the specifications, drawings and acceptance criteria for material for which quality control plans are not required
- Identifies the areas or processes requiring special controls
- Identifies the *Contractor's* Management Representative and personnel responsible for the control of quality activities and their relationship to the *Contractor's* management structure
- Identifies the documents which are to be submitted to the *Service Manager*
- Indicates the *Contractor's* quality monitoring programme

The *Contractor* periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the *Service Manager* but will not be greater than one year.

Quality assurance requirements

The Contractor's or Subcontractor's quality control plans cover inspection and test proposals for items or activities to be supplied as part of the service.

The quality control plan indicates the following as appropriate:

- The identification of the item.
- A list of the sequence of operations including inspections and tests.
- The identification of the specification, drawings or procedures for each operation.
- The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number.
- The inspections and tests the Contractor has nominated for hold and witness points.
- Provision for inspections and tests nominated by the Service Manager.
- Provision for inspection status indication.
- Inspection and test records which are generated by the Contractor.
- Competence of the people-Level II welding inspector, Coded welders, N3 Fitters /Boiler makers
- Personnel qualifications from approved training and accredited institute
- ITPs and welding procedures
- Material certificates
- Organogram indicating the quality person and his/her duties
- Adhere to the QM58
- Follow the Eskom welding rule book

The quality control plans are reviewed by the Service Manager to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work. The Contractor does not commence work until the Service Manager accepts.

The contractor shall comply with

- a) The Occupational Health and Safety Act, 1993, and all Regulations made there under.

b) All Employer Safety and Operating Procedures, which are attached hereto.

The Contractor acknowledges that he is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The Contractor shall appoint a person who will liaise with the Employer Safety Officer responsible for the premises relevant to this contract. The person so appointed shall on request:

- a) Supply the Employer Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever he is required to do so.
- b) Supply the Employer Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Employer Safety Officer of any changes thereto.

Employer may, at any stage during the currency of this agreement be entitled to:

- a) Do safety audits at the Contractor's premises, its work places and on its employees.
- b) Refuse any employees, sub-Contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.
- c) Issue the Contractor with a work stoppage order or a compliance order should Employer become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the Contractor or any of its Employees, sub-Contractors or agents. Stoppages of this nature will not constitute a compensation event.

List of minimum statutory appointments required (where applicable), as required by the OHS Act:

OHS Act, Section 16(2)	Employer
OHS Act, GMR 2(1)	Supervision of Machinery
OHS Act, GMR 2(7)	Assist the designated person
OHS Act, CR 6(1)	Construction Supervisor (Authorised Supervisors and Responsible Persons must be appointed as Construction Supervisor)
OHS Act, CR 6(2)	Assistant Construction Supervisor
OHS Act, Section 17	Health and Safety Rep
OHS Act, GAR 9	Incident investigation
OHS Act, CR 12	Demolition work
OHS Act, CR 19	Explosive Powered Tools
OHS Act, CR 22	Electrical installations and machinery
OHS Act, GSR 3	First Aiders

Safety Officer

- Develop and Maintain a Safety Risk Programme
- Administer the safety incident reporting systems and check that the reporting, recording and investigation systems are in compliance with statutory and all Generation mandatory requirements.
- Coordinate Safety Training Programme
- Implement a marketing programme to create a safety awareness amongst all employees. Perform any other legitimate activity as required.

Procurement People

Minimum requirements of people employed: Not applicable

1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

2. Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

3. **Jobs.** Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

4. Skills development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa

Skill type / Occupation	Eskom target	Entry Level	Output	Tenderers Proposal
Male Drivers	01	N2/Grade 12 or Equivalent	Drivers Licence (Code 10)	
Female Drivers	01	N2/Grade 12 or Equivalent	Drivers Licence (Code 10)	

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

5. Corporate Social Investment (CSI):

1.5% per paid invoice value.

Support to the local community in the surrounding areas of Kriel Power Station. Contractor is part of donation process working with the Kriel Social Investment Committee.

Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Plant and Materials

Specifications

All vehicles that will be use in this contract must comply to the following:

Not older than 1 year from date of first registration with 30 000 kilometres (proof of first registration)
Comply with Eskom specifications (ABS brakes and at least 2 Airbags in front and seatbelts on the seats)
Partition board between the driver and passengers must be fitted and SABS approved certificate must be available on request
Compliance to requirements at commencement of contract with prior inspection
Side and rear retro-reflective material to be fitted to vehicles as specified in the NRTA
100KM/H Retro-reflective and Fluorescent Warning Sign must be displaced on the tail gate of the vehicle according to the NRTA
Emergency exits signs must be fitted and shall evenly distributed throughout the vehicle in the roof of such bus or on both sides of the bus (in windows) or on both sides in the floor as specified by the NRTA
Vehicles must have heater/air conditioner
No jockey seat or folding seats will be accepted. All seats shall be forward facing and be fitted with head rests.
Reverse alarm: Beeper type or OEM reversing alarm must be fitted on all 22-seater busses.
All busses will to be fitted with emergency reflective numbers on rear with the contractor's emergency contact.
All vehicles must have the appropriate size fire extinguisher that is easily accessible, serviced and well secured
All vehicles must have the appropriate size first aid kit that is easily accessible and serviced
Tyres on vehicles must be fitted as per OEM Specification. No retreat tyres to be fitted
Buckle up signs must be installed inside the bus (1 in front and 1 in back) (minibus)
All vehicles must be fitted with a tracking system that can provide live GPS location, Employer 's representative must have access to the online portation and/or be provided with the report on as and when required.

Correction of defects

The *Contractor* must have a system I place where the drivers can log all defects on the vehicles, and there should be a paper trail of how the defect was addressed.

Contractor's procurement of Plant and Materials

Not applicable to this contract

Tests and inspections before service delivery

- a) All vehicles must be inspected before the contract commences.
- b) Should at any point during the course of the contract, the *Contractor* needs to replace/or add a vehicle. The *Employer* must be notified, and an inspection must be done on the replacement vehicle before it can start working.

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

Not applicable to this contract

Cataloguing requirements by the *Contractor*

Not applicable to this contract

Working on the Affected Property

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

- i) The *Contractor* applies for temporary access permits (Contractor's Permit) at the Security gate, prior to the Possession Date.
- ii) The *Contractor* personnel are required to be in possession of a Contractor's Permit at all times.
- iii) All *Contractor* personnel are issued with a temporary access permit (Contractor's Permit) which contains the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- iv) All *Contractors'* permits are submitted to Protective Services when the workers leave the site after completion of the works.
- v) In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the *Contractor* supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
- vi) This list is delivered to Protective Services, or is faxed to (017) 615 2602
- vii) The list, identified with the Contractor's name, contains the following information:
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - *Contract Manager* signature
 - Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
- viii) To speed up the process of gaining access to the site, the *Contractor* compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.
- ix) A special Tool List form is available at Protective Services.
- x) An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the works.
- xi) The *Contractor's* visitors and all personnel conform at all times to the security arrangements in force at the site.
- xii) Application forms for visitors are filled in by the *Contractor's Site Manager* and approved by the Employers Representative, one day before the visit and submitted to the *Employer's* Protective Services office.
- xiii) Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- xiv) The Chief of Protective Services may, with valid cause, remove any of the Contractor's personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- xv) No unauthorised vehicles are allowed on site.

- xvi) Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks are allowed on site.
- xvii) Contract Vehicle Applications are directed to the Employers Representative.
- xviii) The *Contractor* is restricted to the working areas associated with his place of work.
- xix) The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.
- xx) Parking inside the power station is strictly forbidden, except for loading purposes.
- xxi) No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate.
- xxii) *Contractor* shall provide Police clearances for all the personnel working at Kriel Power Station.

People restrictions, hours of work, conduct and records

- a) The *Contractor* provides the necessary resources to carry out the service as stated in the Service Information.
- b) The *Contractor* provides everything to carry out the Service Information of this contract unless where otherwise stated in this Service Agreement. Everything that should be provided by the *Employer* is stated in this Service Agreement, anything not stated in the Service Agreement should be provided by the *Contractor* to execute the work as stated in the Service Information.
- c) It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his *Subcontractors*. The *Service Manager* shall have access to all records of the *Contractor* and *Subcontractor* at any time when deemed necessary.

Health and safety facilities on the Affected Property

- a) The Contractor shall comply with Section 10 of Occupational Health and Safety Act (Act No.85 of 1993) when during the contract duration.
- b) The *Contractor* shall comply with site health and safety requirements for Kriel Power Station when executing the contract.
- c) Site delivery safety requirements to be adhered to - And can be obtained through the Service Manager In line with the SHE specification.
- d) The *Contractor* shall submit safety file for approval before access is granted.
- e) The *Contractor* shall maintain the safety file validity in line with site requirements.
- f) The mode of transport for delivery should comply with site requirement in line with issued SHE specification.

Environmental controls, fauna & flora

The *Contractor* shall comply with the environmental criteria and constraints when executing required services at Kriel Power Station premises regarding:

- a) The vehicle used to execute the service; by ensuring that there are no oil spillages, and the vehicle emission is not emitting beyond limits.
- b) The material used for supporting the goods being delivered are correctly disposed and are without harm to environment. The *Contractor* shall comply with site Environmental management plan (EMP) and other requirement.
- c) The *Contractor* shall comply with Environmental aspect and impact register.
- d) The *Contractor* shall comply with all site environmental management procedures, especially the waste management and oil spillages.

Cooperating with and obtaining acceptance of Others

- a) The *Contractor* cooperates with the *Employer's* team during the execution of the service.
- b) The *Contractor* cooperates with the *Employer's* team during site visits and in ensuring that the goods are delivered in accordance to all requirements.

Records of Contractor's Equipment

- a) The *Contractor* will at all times keep record of his equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary.

the provision of bus transportation of Eskom Kriel Power Station employees for the Komati Power Station residents on a daily basis to and from Kriel Power Station for a period of 5 years

- b) All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures.
- c) All Equipment including hired should be inspected and approved before accepted on site.
- d) The *Contractor* will keep records of all hired Equipment to execute the Service Information.

Equipment provided by the *Employer*

Not applicable to this contract

Site services and facilities

Provided by the *Employer*

The *Employer* will provide in the way of water, waste disposal, ablutions, fire protection.

a) Refuse Disposal

- i) The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.
- ii) The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

b) Medical Facilities

- i) The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are available.
- ii) Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life-threatening situations.
- iii) The *Employer* is entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

c) Toilet Facilities

- i) The *Employer* provides the *Contractor* access to toilet facilities.

Provided by the *Contractor*

- i) The *Contractor* or any of his employees or subcontractors is not allowed to use the *Employer's* dining facilities.
- ii) The shop next to the main office building may be utilized by the *Contractors*.

Control of noise, dust, water and waste

Not applicable to this contract.

Hook ups to existing works

Not applicable to this contract.

Tests and inspections

Description of tests and inspection

Vehicles will be inspected before commencement of service and during service period to ensure compliance.

		Points
National Driver's License with valid PrDP	Compulsory	2
Factory-fitted antilock brake system (ABS)	Compulsory	28
Factory-fitted driver and passenger airbags Front seats	Compulsory	28
Fact Factory-fitted alarm/immobilizer	Medium	1
Factory-fitted power steering	Medium	1

Factory-fitted air conditioner	Compulsory	5
Factory-fitted audio system – radio/CD player	Medium	1
A fully equipped First Aid box	High	2
A fully serviced Fire Extinguisher	High	2
Tyres as per manufacturer's specifications (Original Tyre size) for the intended purpose. They must be commercial steel-belt radial tyres 8-ply	Medium	5
2 x Emergency warning triangles	Medium	1
Factory-fitted safety belt warning light or signal(driver)	Compulsory	1
No fold-up or jockey seats	Compulsory	2
The driver's seat must be adjustable.	High	2
The minibus must have at least two identified emergency exits for every 12 (twelve) passengers	High	4
Vehicles used to carry Eskom employees must comply with The National Road Traffic Act requirements (NRTA)	High	2
Vehicles must have SABS approved three-point safety belt for every seat.	Compulsory	2
Vehicles must have a speed warning sign (100 km/h) at the back of the vehicle	Medium	2
Vehicles must have a yellow reflective tape that must be fitted at a height of between 250 mm and 1,5m from the road surface, to both sides as well as across the rear covering 80% of the vehicle in compliance with NRTA	Medium	2
Door steps must have anti-slip treads.	High	2
Vehicles must be fitted with a reverse alarm beeper	High	2
Spare wheels must be available for all vehicles	High	2
All vehicles must have a monitoring device connected to Tracker system	High	1
Total points		100
Minimum Threshold		75

Materials facilities and samples for tests and inspections

Not applicable to this contract

List of drawings**Drawings issued by the *Employer***

Not applicable to this contract