



NEC3 Term Service Contract (TSC3)

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

and [_____]
(Reg No. _____)

for **Provision of Safe and Reliable Transportation for
Eskom Generation Employees**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalaheni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalahleni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

C1.1 Form of Offer & Acceptance

Offer

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

The provision of safe and reliable transportation of Kusile Power Station Employees

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	As per Price List
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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:

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalahleni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

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) _____

Christopher Nani

Capacity _____

General Manager: Kusile Power Station

for the Employer

Eskom Holdings SOC Ltd
Megawatt Park, Maxwell Drive, Sandton, Johannesburg

(Insert name and address of organisation)

Name & signature of witness

Date

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

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalahleni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

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	[•] N/A	[•] N/A
2	[•] N/A	[•] N/A
3	[•] N/A	[•] N/A
4	[•] N/A	[•] N/A
5	[•] N/A	[•] N/A
6	[•] N/A	[•] N/A
7	[•] N/A	[•] N/A

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 _____

Christopher Nani _____

Name _____

General Manager: Kusile Power Station _____

Capacity _____

Eskom Holdings SOC Ltd _____

On behalf of *(Insert name and address of organisation)* _____

Megawatt Park, Maxwell drive, Sandton
(Insert name and address of organisation) _____

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X17: Low service damages X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[●]
	Fax No.	[●]
10.1	The <i>Service Manager</i> is (name):	[●] Kgomotso Mathe

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

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalahleni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

	Address	[●] Kusile Power Station
	Tel	[●] (013)699 7041
	Fax	[●] 086 537 7054
	e-mail	[●]_mathekc@eskom.co.za
11.2(2)	The Affected Property is	[●] Kusile Power Station
11.2(13)	The <i>service</i> is	[●] The Provision of safe and reliable transportation for Kusile Power Station Generation Employees.
11.2(14)	The following matters will be included in the Risk Register	- Accidents - Community unrest.
11.2(15)	The Service Information is in	Part 3: Specification/ Service Information and all documents 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	1_week
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	[●] 4 weeks of the Contract Start Date
3	Time	
30.1	The <i>starting date</i> is.	[●] 01 May 2025
30.1	The <i>service period</i> is	[●] 30 April 2030
4	Testing and defects	
5	Payment	
50.1	The <i>assessment interval</i> is	25th day 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	14 working days.
51.4	The <i>interest rate</i> is	Zero percentage above the publicly quoted prime rate of interest (calculated on a 365 day per year) charged by from time to time by the Standard Bank of South Africa (as manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalahleni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

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	None
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 <i>service</i> at intervals no longer than	[•] 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	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalaheni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

	<p>body.</p> <p>The place where arbitration is to be held is [•] South Africa</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is <p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>																								
12	Data for secondary Option clauses																								
X1	Price adjustment for inflation																								
X1.1	<p>The <i>base date</i> for indices is [•]. Month prior to the enquiry closing date.</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p> <table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>15</td> <td colspan="2">non-adjustable</td> </tr> <tr> <td>1.00</td> <td colspan="2"></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	15	non-adjustable		1.00		
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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	<p>The <i>service level table</i> is in Failure to deliver the services, daily rate will be deducted as per price list.</p>																								
X19	Task Order																								
X19.5	<p>The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within [•] 7 days of receiving the Task Order</p>																								
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.

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalahleni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalahleni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

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

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

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

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

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

Z8 Notifying compensation events

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

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalaheni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

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

Z9 **Employer's limitation of liability**

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

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

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

Z11 **Ethics**

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalaheni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

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 connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily	The amount required by the applicable law

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalaheni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	
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Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

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

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalahleni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

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

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

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

Z14 Asbestos

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

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

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalahleni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home.

minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

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

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

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalahleni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home

Job

Responsibilities:

Qualifications:

Experience:

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

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

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalaheni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalahleni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home

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

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

4.1. Format of the *price list*

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

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

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

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

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

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalahleni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home

C2.2 the *price list*

Non – Shifts Routes

Item nr	Description	Unit	Expected Quantity	Rate	Price
Route A	13-Seater minibus Starting at Hlalanikahle	1	60 Months		
Route B	13-Seater minibus Starting at KwaGuqa	1	60 Months		
Route C	13-Seater minibus Starting at Bronkhorstspuit dam via Cultura Park	1	60 Months		
Route D	13-Seater minibus Starting at Bronkhorstspuit CBD & Masada	1	60 Months		
Route E	13-Seater minibus Starting at Bronkhorstspuit CBD	1	60 Months		
Route F	13-Seater minibus Starting at Phola Location via Wilge	1	60 Months		
Route G	07-Seater minibus Starting at Delmas	1	60 Months		
Route H	13-Seater Minibus Starting at The Grove Mall (Pretoria East)	1	60 Months		
Route I	13-Seater Minibus Starting at The Grove Mall (Pretoria East)	1	60 Months		
Route J	13-Seater Minibus Starting at The Grove Mall (Pretoria East)	1	60 Months		
Route K	13-Seater Minibus Starting at The Grove Mall (Pretoria East)	1	60 Months		
Route L	13-Seater Minibus Starting at Lake Side Mall (Benoni)	1	60 Months		
Route M	13-Seater Minibus Starting at Lake Side Mall (Benoni)	1	60 Months		
Route N	13-Seater Minibus Starting at Lake Side Mall (Benoni)	1	60 Months		
Route O	13-Seater Minibus Starting at Middleburg Mall	1	60 Months		
Route P	13-Seater Minibus Starting at Middleburg Mall	1	60 Months		
Route Q	13-Seater Minibus Starting at Middleburg Mall	1	60 Months		
Route R	13-Seater Minibus Starting at Deljudor via Klipfontein	1	60		

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalahleni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home

			Months		
Route S	13-Seater Minibus Starting at Deljudor ext. 10 via Klipfontein	1	60 Months		
Route T	13-Seater Minibus Starting at Duvha Park	1	60 Months		
Route U	13-Seater Minibus Starting at Ryno Ridge	1	60 Months		
Route V	13-Seater Minibus Starting at Tasbet	1	60 Months		
Route W	13-Seater Minibus Starting at Tasbet 1	1	60 Months		
Route X	13-Seater Minibus Starting at Tasbet 2	1	60 Months		
Route Y	13-Seater Minibus Starting at Tasbet 3	1	60 Months		
Route Z	13-Seater Minibus Starting at Klarinet	1	60 Months		
Route AA	13-Seater Minibus Starting at Clearwater/Panorama	1	60 Months		
Route BB	13-Seater Minibus Starting at Jakaroo Park/Panorama	1	60 Months		
Route CC	13-Seater Minibus Starting at Downtown/Die Hoewel	1	60 Months		
Route DD	13-Seater Minibus Starting at Moddel Park	1	60 Months		
Route EE	13-Seater Minibus Starting at Highveld Mall/ Deljudor	1	60 Months		

Shifts Routes

Route A	13-Seater Minibus Starting at Tasbet 1;2;3 at 05:00 and 17:00	1	60 Months		
Route B	13-Seater Minibus Starting at Duvha Park/Klipfontein at 05:00 and 17:00	1	60 Months		
Route C	13-Seater Minibus Starting at Klarinet via Downtown at 05:00 and 17:00	1	60 Months		
Route D	13-Seater Minibus Starting at Clearwater/ Deljudor via downtown at 05:00 and 17:00	1	60 Months		
Route E	13-Seater Minibus Starting at Witbank Location at 05:00 and 17:00	1	60 Months		
Route F	13-Seater Minibus Starting at Phola Park at 05:00 and 17:00	1	60 Months		
Route G	13-Seater Minibus Starting at Bronkhorstspuit at 05:00	1	60		

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalaheni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home

	and 17:00		Months		
Route H	13-Seater Minibus Starting at Middelburg mall at 05:00 and 17:00	1	60 Months		

Shifts Training Week Routes

Route A	13-Seater Minibus Starting at Tasbet 1;2;3	1	60 Months		
Route B	13-Seater Minibus Starting at Duvha Park/Klipfontein	1	60 Months		
Route C	13-Seater Minibus Starting at Klarinet via Downtown	1	60 Months		
Route D	13-Seater Minibus Starting at Clearwater/ Deljudor via downtown	1	60 Months		
Route E	13-Seater Minibus Starting at Witbank Location	1	60 Months		
Route F	13-Seater Minibus Starting at Phola	1	60 Months		
Route G	13-Seater Minibus Starting at Bronkhorstspuit	1	60 Months		
Route H	13-Seater Minibus Starting at Middelburg mall	1	60 Months		

The total of the Prices

PART 3: SCOPE OF WORK

Document reference	The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around Emalaheni (Witbank), Ogies, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home	No of pages
C3.1	This cover page <i>Employer's Service Information</i>	1
C3.2	<i>Contractor's Service Information</i>	
Total number of pages		

C3.1: EMPLOYER’S SERVICE INFORMATION

Contents

When the document is complete, insert a ‘Table of Contents’. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

Part 3: Scope of Work	1
C3.1: Employer’s service Information	2
1 Description of the service	4
1.1 Executive overview	4
1.2 Employer’s requirements for the service	4
1.3 Interpretation and terminology	6
2 Management strategy and start up.	9
2.1 The Contractor’s plan for the service.....	9
2.2 Management meetings	9
2.3 Contractor’s management, supervision and key people	10
2.4 Provision of bonds and guarantees	10
2.5 Documentation control.....	10
2.6 Invoicing and payment.....	10
2.7 Contract change management	11
2.8 Records of Defined Cost to be kept by the Contractor.....	11
2.9 Insurance provided by the Employer.....	11
2.10 Training workshops and technology transfer.....	11
2.11 Design and supply of Equipment.....	11
2.12 Things provided at the end of the service period for the Employer’s use	11
2.12.1 Equipment	11
2.12.2 Information and other things	11
2.13 Management of work done by Task Order	11
3 Health and safety, the environment and quality assurance	12
3.1 Health and safety risk management	12
3.2 Environmental constraints and management	12
3.3 Quality assurance requirements	12
4 Procurement.....	13
4.1 People.....	13
4.1.1 Minimum requirements of people employed.....	13
4.1.2 BBBEE and preferencing scheme	13

4.1.3	Accelerated Shared Growth Initiative – South Africa (ASGI-SA).....	13
4.2	Subcontracting.....	13
4.2.1	Preferred subcontractors	13
4.2.2	Subcontract documentation, and assessment of subcontract tenders	13
4.2.3	Limitations on subcontracting	14
4.2.4	Attendance on subcontractors	14
4.3	Plant and Materials	14
4.3.1	Specifications	14
4.3.2	Correction of defects	14
4.3.3	<i>Contractor’s</i> procurement of Plant and Materials	14
4.3.4	Tests and inspections before delivery	14
4.3.5	Plant & Materials provided “free issue” by the <i>Employer</i>	14
4.3.6	Cataloguing requirements.....	14
5	Working on the Affected Property.....	15
5.1	<i>Employer’s</i> site entry and security control, permits, and site regulations.....	15
5.2	People restrictions, hours of work, conduct and records.....	15
5.3	Health and safety facilities on the Affected Property	15
5.4	Environmental controls, fauna & flora.....	15
5.5	Cooperating with and obtaining acceptance of Others.....	15
5.6	Records of <i>Contractor’s</i> Equipment.....	15
5.7	Equipment provided by the <i>Employer</i>	15
5.8	Site services and facilities.....	15
5.8.1	Provided by the <i>Employer</i>	15
5.8.2	Provided by the <i>Contractor</i>	16
5.9	Control of noise, dust, water and waste	16
5.10	Hook ups to existing works	16
5.11	Tests and inspections	16
5.11.1	Description of tests and inspections	16 Error! Bookmark not defined.
5.11.2	Materials facilities and samples for tests and inspections	16
6	List of drawings.....	17
6.1	Drawings issued by the <i>Employer</i>	17

1 Description of the service

1.1 Executive overview

Generation Kusile Power Station Management has decided to outsource the provision of safe and reliable transport service to a suitably qualified, experienced and well-established partner. This document describes the details of the Scope of Work, standards, quality, requirements, specifications, terms & conditions as well as the criteria to qualify for the tender.

The provision of safe and reliable transportation for Generation Kusile Power Station employees in and around eMalaheni (Witbank), Ogies, Phola – Wilge, Bronkhorstspuit, Delmas, Pretoria, Benoni and Middleburg from home to work and from work to home. This will require 47 X 13-seater minibuses as per works information below (Bullet point 2) and including disinfecting and sanitizing of minibuses once every 3 months from 01 May 2025 to 30 Apr 2030.

The following replacement (Contingency) vehicles will be made available by the service provider on an as and when required basis:

6 X 13-seater minibuses

1 X 07-seater minibus

1.2 Employer's requirements for the service

a) The supply of daily transportation service for:

Eskom Generation Kusile power Station employees residing in the Witbank, Ogies, Pola - Wilge, Delmas, Benoni, Middelburg, Pretoria and Bronkhorstspuit area to Kusile Power Station.

- i. Employer reserves the right to decrease/increase the number of vehicles as and when required. Only the *Employer's Representative* will be permitted to give such orders.
- ii. In accordance with the *Contractor* to the *Employer*, in terms of the contract, at all times, have priority above any other obligation he may have outside the contract.
- iii. The *Contractor* abides by the detailed timetable and routes, which are supplied and approved by the *Employer's Representative*. The *Employer's Representative* has the exclusive right to amend the aforesaid timetable and routes from time to time in consultation with the *Contractor*.
- iv. Any changes to the transport services agreed to between Employer and Supplier may result in a decrease or increase in the number of vehicles required to operate the transport service. Should an additional vehicle be required, a vehicle of similar or different condition and capacity shall be introduced to the fleet as required by the Employer's Representative.

The vehicles are to be used to transport Eskom Power Station Generation employees only. Failure to comply with this clause can result in cancellation of this contract and Employer will not be held liable to injuries or any other liabilities whatsoever that may be sustained by passengers other than *Employer's* employees.

- i. The *Contractor* ensures that the vehicles are kept neat and clean (interior & exterior) at all times. Including disinfecting and sanitizing once every 3 months (Certificate required).
- ii. The *Employer* reserves the right to inspect the vehicles at any time to ensure the vehicles of the *Contractor* are in a roadworthy condition and to the satisfaction of employer. In the event of the vehicle being a safety hazard to commuters and other road users to the *Employer* has the right to remove/withdraw the vehicle with immediate effect.

- iii. The *Contractor* to establish and maintain the service required entirely at his own expenses and the Employer is not liable for any costs whatsoever in connection with, or arising out of, the establishment, maintenance or operation of such services.
- iv. The *Contractor* undertakes to provide replacement transport service, in the event of a vehicle breakdown, and to ensure that the passengers reach their destination as speedily as possible. The replacement transport vehicle must have all the necessary documents and meet all requirements as stipulated in this contract.
- v. The *Contractor* undertakes to make transport available for any special occasion, which maybe organised by Employer, and to service routes other than those stipulated in this contract.
- vi. The *Contractor* undertakes to limit the service to the prescribed number of passengers per vehicle.
- vii. The *Contractor* must ensure that a fully equipped first aid box and fire extinguisher is kept in a safe place in all vehicles. And these should be in a good working condition and well maintained at all times.
- viii. The *Contractor* undertakes to ensure that his drivers shall at all times adhere to the regulations of the "vehicle transportation of passengers" as stipulated in the National Road Traffic Act 93 of 1996.
- ix. If the performance of the Supplier's vehicles on any route is not in accordance with the contract, the *Contractor* will be informed in writing that he must comply with the contract within 2 hours, failing which; the route in question may be allocated to another Supplier at the Supplier's expense.
- x. The *Contractor* must be a member of an applicable Taxi Association and must be in possession of a valid public transportation permit.
- xi. Strictly originally manufactured vehicles are to be used, no modified vehicles (interior and exterior) will be allowed. All vehicles must comply with Eskom's procedure 32-345 which stipulates that vehicles transporting employees must have factory fitted ABS brakes, safety belts for each seat and air bags where applicable.
- xii. Before signing of the contract award the *Contractor* must submit to the *Employer's Representative* the names of the drivers, their addresses, copies of their drivers' licences, public driving permit numbers and the passenger liability cover insurances these have to be updated when they expire
- xiii. A roadworthy transportation certificate has to be submitted to the Employer's Representative prior signing of the contract.
- xiv. The Contractor must comply with all local and statutory laws and agreements.
- xv. The Contractor shall comply with all the necessary Kusile Power Station specific security, site regulations, agreements, SHEQ and security information.
- xvi. The contractor must ensure that vehicles for employees with special needs are specially equipped for disabled employees.
- xvii. The contractor must ensure that vehicles for employees with special needs are specially equipped for disabled employees.

b) Vehicle drivers

- i. The vehicle driver must at all times be in possession of a valid public transport permit. The vehicle driver must be able to produce the permits on demand, e.g., to the Employer's representative appointed by the Employer.
- ii. The Contractor notifies the *Employer's Representative* of the names of the vehicle drivers, their addresses, public driving permit number and contact details.
- iii. Each vehicle driver to be in possession of advanced or defensive driving certificate before he/she be allowed to drive Kusile Station Generation employees. The training requirements of the drivers are for the *Contractor* account.
- iv. All vehicle drivers must be in possession of a cell phone handset which is in a good working condition.
- v. All drivers will be required to undergo annual medical examination and declared medically fit before they can be allowed permission to transport Kusile Power Station's generation employees.

- vi. All drivers are expected to obtain an Eskom Driver's Permit before they can be allowed to drive inside Eskom Kusile Power Station premises.

c) Safety of vehicles

- i. Before every trip the interior and exterior of the vehicles are examined for any damage or default, checklist to be submitted to the *Employer's Representative* on each and every Month.

d) Traffic regulations

- i. All traffic regulations must be strictly adhered to, inside and outside of Kusile Power station with no exception.
- ii. The *Contractor* must ensure that the vehicles are safely driven at all times, taking into account the safety and comfort of all passengers.
- iii. The drivers of the vehicles must ensure that the vehicles travel at a safe following distance on the road and must adhere to all traffic rules and regulations.
- iv. All drivers will sign a driver declaration form which states that they understand the rules of the road and that they will abide by the speed limits mentioned on the declaration form.

1.3 Interpretation and terminology

1.3.1 Authorised driver instructor:

A person, who is annually assessed by the MEC of Transport as a vehicle driver trainer and, on being found competent, is issued with an instructor's certificate. Registered driver instructor has a similar meaning.

1.3.2 Assessment:

A standard driving skills assessment, conducted by an authorised driver assessor, a practical test based on the K53 standard, a copy of a medical fitness certificate.

1.3.3 Authorised driver assessor:

A person who is annually assessed by the SETA under the Department of Education, Development and Training and is issued with an ETDP assessor certificate. The assessor must be an instructor first. Registered driver assessor has a similar meaning.

1.3.4 Competent driver

Any driver who has the necessary knowledge, skills, training, experience, qualifications, and attitude and who is specifically licensed for a particular class of vehicle in order to perform the required work or task.

1.3.5 Dipped beam:

Setting a vehicle's headlamps to control glare and to provide a distribution of light designed to provide adequate forward and lateral illumination with limits on light directed towards the eyes of other road users. Low-beam, passing-beam or meeting-beam has a similar meaning.

1.3.6 Driver authorisation permit:

A written authorisation issued by the employer to an Eskom driver based on the recommendation of an authorised driver assessor or extended by the employer as per Annexure A, provided that the driver is certified as medically fit to drive a vehicle; and includes PRDP drivers – (see paragraph 2.2.2).

1.3.7 Driver:

Any person driving a vehicle insured by Eskom (directly or indirectly, a division's or BU's self-insurance fund, irrespective of whether the person is employed by Eskom or not. This excludes spouses or direct family

members of employees or any other person using the scheme vehicle or any vehicle the employee makes available for business purposes, and which is insured directly or indirectly by Eskom. Driver includes drivers of subsidised transport responsible for the transport of Eskom employees, contractors, or consultants, subject to such transport being contractually insured by Eskom in some way or another. Non-Eskom business-related activities are excluded. It should be noted that a distinction is made between professional drivers, e.g. chauffeurs, and the drivers of Eskom scheme cars, an Eskom-owned vehicle or a hired vehicle, Eskom scheme cars or any vehicle the employee makes available for business purposes and which is insured directly or indirectly by Eskom.

1.3.8 Driver training:

Training provided by an accredited service provider listed by Corporate Sustainability and refers to structured intervention with the aim of changing the behaviour of drivers regarding their skills, experience, qualifications, and attitude, and includes:

- a) **Driver training (Basic):** training based on the national K53 practical driving method and principles as prescribed by the South African Road Traffic Act, (Act 29 of 1989, as amended) used by the licensing authorities to assess/test all South African drivers prior to the issuing of a valid national driver's licence.
- b) **Driver training (Defensive):** The Defensive Driver Training Programme is based on the practical application of vehicle control in the correct sequence, responding to the different road conditions competently, controlling vehicles during skidding and dealing with hijacking situations.
- c) **Driver training (Specialised):** Training based on additional principles to improve overall safety and driver skills in handling vehicles or mobile equipment on off-road conditions (driving on gravel roads, declines, inclines, angles, winching and balancing and fastening of loads).

1.3.9 Employee:

Any person who has entered into or works under a contract of service, apprenticeship or learnership with an employer, whether the contract is explicit or implicit, oral or in writing, whether the remuneration is calculated by time or work done and paid for in cash or in kind, or tacitly (by tacit agreement) and includes a case where such a person is under the control, instruction and supervision of his/her employer, namely:

- a) Permanent employee, which includes the following:
 - i. A full-time employee
 - ii. A part-time employee
 - iii. A shift worker
 - iv. A person referred to as a learner (18.1) or an apprentice in the Conditions of Service for Bargaining Unit employees.
- b) Non-permanent employee, which includes the following:
 - i. A person placed through a TES (Temporary Employment Service - includes a labour broker/personnel agency)
 - ii. A temporary employee
 - iii. A casual employee employed for the purpose of the employer's business.
 - iv. An occasional employee
 - v. A vacation student
 - vi. Third-party contractors
 - vii. A person under a Learnership Contract 18.2
 - viii. A bursary holder while under the supervision and/or direction of an employer

Note 1: An employee only has one employer at any time. The employer is the person with whom he/she is in a contractual relationship of employment, even when he/she performs his/her contractual obligations for another person.

Note 2: a pensioner is excluded/not regarded as an employee as the employee-employer relationship no longer exists.

1.3.10 Employer:

Any person who employs or provides work to a person and remunerates that person, or expressly or tacitly undertakes to remunerate him/her, excluding labour brokers (Temporary Employment Service Agents) as defined in the Labour Relations Act (Act No. 28 of 1956) and in terms of section 16.2 of the OHS Act.

1.3.11 Eskom-owned vehicles:

Any vehicle purchased by Eskom Holdings excluding scheme vehicles or any vehicle the employee makes available for business purposes, and which is insured directly or indirectly by Eskom.

1.3.12 K53:

Systematic procedure to ensure professionalism in vehicle handling and preventive maintenance.

1.3.13 Medical fitness certificate:

A certificate issued in terms of medical surveillance and the Control of Eskom Employees, using the OREP (Occupational Risk Exposure Profile) form.

1.3.14 Reassessment:

A driving test assessed by the assessor when an employee's permit has expired after three years. It includes submitting a letter of approval from the employee's manager as well as an incident history from the employee's manager and the insurer (if applicable) for the past three years, a valid medical certificate and proof of a valid national driver's licence.

1.3.15 Reasonably practicable:

Practicable in the context of this document, having regard to the –

- a) Severity and scope of the hazard or risk for vehicle safety
- b) State of knowledge reasonably available concerning the hazards or risks
- c) State of knowledge reasonably available concerning any means of removing or mitigating that hazard or risk
- d) Availability and suitability of means to remove or mitigate that hazard or risk; and
- e) Cost of removing or mitigating that hazard or risk in relation to the benefits derived from it.

1.3.16 Self-propelled vehicle:

Any vehicle propelled by means of energy sources (petrol, diesel or electrical) or for the purpose of this document, used for performing work.

1.3.17 Vehicle:

Any vehicle propelled by petrol, diesel or an electric energy source, used to perform work and/or to transport passengers for Eskom's business. It includes towing vehicles, trailers and mobile equipment and any other vehicle, whether it is leased, hired or a car scheme vehicle or any vehicle the employee makes available for business purposes and which is insured directly or indirectly by Eskom. This also includes private and contractor vehicles used for Eskom business while being insured (directly or indirectly) by Eskom.

1.3.18 Vehicle Monitoring Device (VMD):

Contractor will fit a device fit on a vehicle in order to monitor the vehicle's speed, distance, location, etc.

1.3.19 Vehicle safety:

The use of a vehicle controlled by a driver with the necessary competency and authority in such a manner that the vehicle poses no hazards.

1.3.20 Verification:

Confirmation by an authorised assessor that an existing driver’s licence or Eskom Driver Permit is valid.

1.3.21 Classification

- a) **Public domain:** published in any public forum without constraints (either enforced by law, or discretionary).
- b) **Controlled disclosure:** controlled disclosure to external parties (either enforced by law, or discretionary).
- c) **Confidential:** the classification given to information that may be used by malicious/opposing/hostile elements to **harm** the objectives and functions of Eskom Holdings Limited.
- d) **Secret:** the classification given to information that may be used by malicious/opposing/hostile elements to **disrupt** the objectives and functions of Eskom Holdings Limited.
- e) **Top Secret:** the classification given to information that may be used by malicious/opposing/hostile elements to **neutralize** the objectives and functions of Eskom Holdings Limited.

The following abbreviations are used in this Service Information:

Abbreviation	Description
BU	Business Unit
COID	Compensation for Occupational Injuries and Diseases
Cx	Corporate Services Division
Gx	Generation Services Division
CS	Corporate Sustainability (Safety, Health and Environment)
CA&F	Corporate Assurance and Forensics Department
EIMS	Eskom Insurance Management Services
ISO	International Organisation for Standardisation
OHP	Occupational Health Practitioner
OHSLC	Occupational Health and Safety Liaison Committee
OREP	Occupational Risk Exposure Profile
VMD	Vehicle Monitoring Device

2 Management strategy and start up.

2.1 The Contractor’s plan for the service

Contract Plan to align with Eskom requirements services.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off Meeting	TBC	Kusile Power Station	
SHEQ Meeting	Monthly on _____ at ____	Ms Teams	<i>Employer, Contractor and ____</i>

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

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

2.3 Contractor’s management, supervision and key people

Contractors’ organogram be communicated with the employer before the commencement of the contract.

2.4 Provision of bonds and guarantees

Not Applicable

2.5 Documentation control

The contractor shall provide documentation as requested.

2.6 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

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

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

2.7 Contract change management

Not Applicable

2.8 Records of Defined Cost to be kept by the Contractor

Kept and preservation availability on employers request.

2.9 Insurance provided by the Employer

Not Applicable

2.10 Training workshops and technology transfer

Not Applicable.

2.11 Design and supply of Equipment

Not Applicable.

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

2.12.1 Equipment

2.12.2 Information and other things

.N/A

Not Applicable.

2.13 Management of work done by Task Order

N/A

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the Eskom Generation Kusile Power Station health and safety requirements.

3.2 Environmental constraints and management

The *Contractor* shall comply with the Eskom Generation Kusile Power Station environmental criteria and constraints.

3.3 Quality assurance requirements

The *Contractor* shall comply with the Eskom Generation Kusile Power Station quality criteria and constraints.

4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1 People

4.1.1 Minimum requirements of people employed.

The employer service requirements.

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

N/A

4.3.3 *Contractor's* procurement of Plant and Materials

N/A

4.3.4 Tests and inspections before delivery

N/A

4.3.5 Plant & Materials provided "free issue" by the *Employer*

N/A

4.3.6 Cataloguing requirements by the *Contractor*

N/A

5 Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

The contractor must comply with the employer's requirements.

5.2 People restrictions, hours of work, conduct and records

The contractor must comply with the employers' requirements.

5.3 Health and safety facilities on the Affected Property

The contractor must comply with the employers' requirements.

5.4 Environmental controls, fauna & flora

The contractor must comply with the employers' requirements.

5.5 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

5.6 Records of *Contractor's* Equipment

N/A

5.7 Equipment provided by the *Employer*

N/A

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

N/A

5.8.2 Provided by the *Contractor*

N/A

5.9 Control of noise, dust, water and waste

To be kept at minimal level

5.10 Hook ups to existing works

N/A

5.11 Tests and inspections

N/A

5.11.1 Materials facilities and samples for tests and inspections

N/A

