



NEC3 Term Service Contract (TSC3)

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

and

TRADING (Reg No.)

for **Provision of Home-Work-Home transport for Kendal
Power Station employees from Midrand for 3 years**

Contents:

**No of
pages**

Part C1 Agreements & Contract Data

[•]

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]

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:

Provision of Home-Work-Home transport for Kendal Power Station employees from Midrand for 3 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 or C	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	N/A
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words) [Two Million Five Hundred and Eight Thousand Rands only]	

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*.

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)	Kobus Steyn	_____
Capacity	Power Station General Manager	_____
for the Employer	Eskom Holdings SOC LTD, Megawatt Park, Maxwell Drive, Sunninghill, Johannesburg	_____

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

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

Name & signature of witness _____

Date _____

*Eskom Holdings SOC LTD,
Megawatt Park,
Maxwell Drive,
Sunninghill, Johannesburg*

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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:	
		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 ¹ (TSC3)	

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

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):	Tebogo Mohlala
	Address	Kendal Power Station, R545 Balmoral Road, Ogies, 2230
	Tel	013 647 6899
	Fax	n/a
	e-mail	MohlalMM@eskom.co.za[•]
11.2(2)	The Affected Property is	Kendal Power Station
11.2(13)	The <i>service</i> is	Provision of Home-Work-Home transport for Kendal Power Station employees from Midrand for 3 years
11.2(14)	The following matters will be included in the Risk Register	n/a
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	4 weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	4 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 June 2023 or Soon Thereafter
30.1	The <i>service period</i> is	3 years
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 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	4 weeks.
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.
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. N/A
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	4 weeks.

50.6	The <i>exchange rates</i> are those published in	n/a
	The <i>exchange rates</i> are those published in	[●] on [●] (date)
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).
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	South Africa

	<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	<p>Data for secondary Option clauses</p>												
X1	<p>Price adjustment for inflation</p>												
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p>[•].</p> <table><tr><td>proportion</td><td>linked to index for</td><td>Index prepared by</td></tr><tr><td>15%</td><td>non-adjustable</td><td></td></tr><tr><td>100%</td><td></td><td></td></tr></table>	proportion	linked to index for	Index prepared by	15%	non-adjustable		100%				
proportion	linked to index for	Index prepared by											
15%	non-adjustable												
100%													
X2	<p>Changes in the law</p>		<p>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</p>										

X4	Parent company guarantee	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	Annexure to this contract
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	<i>the amount of the deductibles relevant to the event</i>
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 <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> • Defects due to his design, plan and

		<ul style="list-style-type: none"> 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	1 month after the end 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	24 hours of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	2 month
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*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and

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

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 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.

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 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 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 86
by the
Employer

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

INSURANCE TABLE B

Insurance against or name	Minimum amount of cover or minimum li
---------------------------	---------------------------------------

of policy	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 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 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.
- 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)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: Job	

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

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	Rands
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

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.

1. 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.

2. 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).

3. Preparing the *price list*

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

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

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

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.

ESCALATION

Fixed prices/rates are preferred for the full contractual period. However, should the tenderers be unable to offer fixed prices/rates for the full contractual period of three (3) years, the only escalation acceptable to Eskom will be as follows:

FIXED:

YEAR 1:

ESCALATION:

YEAR 2:

YEAR3:

DESCRIPTION	PERCENTAGE (%)	INDICES BASED ON (e.g. SEIFSA)
Fixed	15%	non-adjustable
TOTAL	100%	

Prices will be fixed for the first year. Thereafter, prices will be subject to an annual increase in accordance to indice/s stated above. 15% of the prices will remain fixed and 85% will be subject to escalation. Base date

C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate per month	Total Price for contract
1	Transport employees from Midrand toKendal and back	Per vehicle/Month	2		
4	Safety file	Once off	1		

The total of the Prices

R

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Transportation of Eskom Employees from Midrand to Kendal and back for period of 3 Years

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1 Description of the service

1.1 Executive overview

Kendal Power Station, requires the service of a contractor/s to provide a transportation services to its day shift employees from various areas of residence to Kendal and back

Vehicle will be travelling from the following areas:

- Midrand-Midrand

Vehicles will be transporting the employees during normal working hours, i.e Monday to Friday, excluding public holiday.

Contractor/s must ensure that all employees are at their respective workplaces by no later than 07:15 every morning and may only leave the station after 16:30 from Monday to Thursday, and 12:15 on Fridays.

1.2 Employer's requirements for the service

The contractor must provide the service with vehicle that comply with the following specifications at the time of inspection:

Vehicles must:

- Not be older than 3 years
- Have 150 000km or less at the time of inspection
- Have factory-fitted antilock brake system (ABS)
- Have Factory-fitted front driver and passenger airbags
- Have Factory-fitted power steering
- Have Factory-fitted air conditioner
- Have Factory-fitted audio system -- radio/CD player
- Have A fully equipped First Aid box
- Have fully serviced Fire Extinguisher
- Have 2 x Emergency warning triangle
- Have Three-point safety belts for every seat
- Have No fold-up or jockey seats
- Be a speed warning sign at the back of every vehicle
- Have a yellow reflective tape as per the National Road Traffic Act specification on all mint buses
- Must have a driver's seat that is adjustable, The driver's compartment must be partitioned as per the National Road Traffic Act specifications
- Have at least two identified emergency exits for every 12 (twelve) passengers as per the National Road Traffic Act specification
- Have emergency contact numbers displayed on the rear of the vehicle

The driver must:

- Drivers must be in possession of a valid National driver's license with a valid PrDP
- Drivers to have a minimum of Three years driving Experience
- Drivers must be in possession of a valid medical certificate
-

The contractor specification

- Contractor must be a member of the local Taxi association in the area they wish to tender for, alternatively they must have a valid route permit that clearly indicates that they are permitted to operate on the specific route.
- Contractor must produce proof of insurance (Passenger Liability) from an accredited Insurance company

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Toolbox talks	daily at 08:00am	Fleet Boardroom	Contractor
Overall contract progress and feedback	As and when required basis	Fleet Boardroom	<i>Employer, Contractor</i>
Safety Hour	Weekly at 08:00 on Wednesday s	Fleet Boardroom	<i>Employer, Contractor</i>
Work stoppage	As and when required basis	Fleet Boardroom	<i>Employer, Contractor</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

The contractor must appoint a supervisor whom will be the contact person between the contractor and the Fleet office for operational matters

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2.5 Documentation control

The contractor must have a traceable document numbering system that will be used to identify all document and templates initiated by the contractor.

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

and include on each invoice the following information:

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

Electronic copies of invoices to be sent to invoices@eskom.co.za

2.7 Contract change management

1. Any item that affects the agreed prices or has the potential to do so must immediately be communicated to the *Service Manager* via an early warning and/or followed by a claim for compensation event with a quotation.
2. After consideration, the *Service Manager* may give approval and the *Contractor* may implement the compensation event accordingly. All claims will not necessarily be approved as a compensation event nor do quotes have to be accepted unchanged since the *Service Manager* performs an evaluation and approves justifiable costs only.

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

All original invoices or documentary proof, calculations etc. are submitted to the *Service Manager*, for assessment purposes.

Management of work done by Task Order

- Task Orders are issued per scope of work at the beginning of every month prior to the start of the service.
- The Task Order includes the scope of work for the specific routine
- A Task Order is the instruction to commence work.
- No work shall commence until a Task Order is issued and has been finalised, accepted and signed by both the *Employer* and *Contractor*.
- All work will be issued on a Task Order system. The Work Order and Purchase Order will be created via the SAP PM system.
- Task Orders are issued for all activities. Assessment of work will be conducted after work complete. Proof for assessments to be supplied to the *Service Manager*.

2.9 Insurance provided by the *Employer*

N/A

2.10 Training workshops and technology transfer

N/A

2.11 Design and supply of Equipment

N/A

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

1.1 Low performance damages

No.	Description	Employer's Requirement	Damages payable by the Contractor
1.	Approval of Safety Plan File	Approval ASAP after contract award or within one week of the contract start date. Safety Plan must contain all current and relevant information and needs to be reapproved when documents change or at least on contract anniversary.	R500 per day without approved safety file.
2.	Approval of Management System	Within 6 (six) weeks of contract.	R500 per day without an approved Quality Management System in place
3.	Contract defect (NCR) raised in six weeks.	Contractor transports as per the scope of work	R1000 per occurrence.
4.	Non-availability of eskom staff due to transporter–2-hour limit.	Transportation is to be done on a daily basis. Once an instruction is given, cleaning must start within one hour.	R500 per occurrence.
5	Contravention of Environmental Regulations	Contravention of Contractor co- ordinates activities directly with an Environmental Officer to ensure Compliance	R1000 per occurrence.
6	Uncompleted work linked to CM/PM/Statutory PM	Work linked to CM/PM/Statutory PM must be done and completed as per the schedule	R1000 per occurrence.
7.	Unclosed detects	Defects must be closed within the required period as per the Procedure	R500 per occurrence on level 2 and 3 defects, R1000 per occurrence on level 1 defects.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

1. The Contractor complies with all relevant Eskom health and safety policies and procedures, with emphasis on the health and safety requirements contained in the Kendal Safety, Health & Environmental Specification (RA/RM/STD/01)
2. The Contractor perform all work according to OHSAS 18001
3. The Contractor complies with the following:
 - Eskom SHEQ Polity, 32-727
 - SHE Requirements for Eskom commercial process, 32-726
 - OHSAct85of 1993.
4. The Contractor's Safety plan must be prepared and submitted to the Employer's Safety Risk Officer for auditing and approval as per the accepted programme and before any work can commence. The Contractor's Safety Officer liaises directly with the Employer's Safety Risk Officers regarding the Safety Plan, and it is the Contractor's responsibility to arrange the appointments with the Kendal Safety Risk Officers. The Safety Plan (one or more files) is the Employer's requirement and remain the Employer's property and is always available on site for inspection and handed over to the Employer upon completion. The Contractor's Safety Plan is kept up to date and audited on a monthly basis for the duration of the contract.
5. Compensation for Occupational Injuries and Diseases (COID) Certificate and Letter of Good Standing must be valid at all times and submitted to the Service Manager when renewed. These documents are to be submitted to the Eskom vendor database by the Contractor, before they expire.
6. The Contractor provides a monthly safety statistic report (worked man-hours) to the Service Manager on the first working day of each month for the previous month's statistics for the duration of the contract. This indicates the Contractor's actual man-hours worked on Site
7. All Contractor's staff undergoes Safety Induction, presented by Kendal Power Station Risk Department.
8. The Contractor is responsible for the provision of adequate and correct personal protective equipment (PPE) for the Contractor's staff during the entire works. In addition, to standard PPE such as safety boots, hard-hat, overalls, hearing protectors, safety glasses etc., the Contractor ensures that adequate PPE is worn for protection against chemicals while performing the service.
9. The Contractor ensures that all personnel are fully conversant with the emergency procedures to be followed in case of an incident
10. The Contractor ensures cleaning of transportation and disposal of any waste materials generated is done continuously during the entire works.
11. Kendal Power Station is a national key point and therefore industrial action/Strikes are not permitted. Strikes are to be managed by the Contractor at his/her own cost. The Contractor takes all necessary measures to prevent such action during the period of the contract.
12. The Contractor has a dedicated Safety Officer on Site at all times when work is performed

3.1.1 Eskom Life Saving Rules

1. The Contractor Complies to the Eskom Life Saving rules as per the Eskom Life Saving Rules Directive, 240-62196227
2. The Employer takes a "ZERO TOLERANCE" approach towards Safety. The violation of any safety rule while performing work for or on behalf of the Employer may result in the Employer terminating the Contractor's obligation to perform work in terms of the contract with the Employer.

3.1.2 Reporting of Incidents

1. The Employer follows an incident prevention policy; refer to 32p95, Environmental, Occupational Health and Safety Incident Management Procedure, which includes the investigation of all incidents involving personnel and property. This is done with the intention of introducing control measures prevent a recurrence of the same incident. The Contractor is expected to co-operate fully to achieve this objective. The Service Manager or Supervisor must be informed immediately of any incident before the end of the shift.

2. **NOTE:** The reporting of the incident to the Service Manager do not relieve the Contractor of his legal obligation to report incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

3.1.3 Work Stoppages

1. The Employer takes safety seriously and therefore, lessons learned from other safety lost time incidents (LTI), if and when they take place, are shared with all Contractors and employees on Site. These stoppages are compulsory, and the Contractor cannot be allowed to claim additional compensation for these stoppages.
2. If the Contractor experiences an LTI the Contractor is expected to prepare a presentation and present it at a work stoppage that is arranged by the Employer within three working days. The presentation template is provided by the Employer.

3.1.4 Vehicle and Driver Safety

1. All drivers, passengers and pedestrians must obey the vehicle safety requirements in terms of the National Road Traffic Act. Act No 93 of 1996, as amended, including other relevant provincial or local requirements.
2. With effect from 31 May 2006, no Eskom employee or Contractor is allowed to transport passengers on the back of light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of Contractor employees.

3.1.5 Vehicle Standard minimum specifications

1. Contractor vehicles are to comply with the requirements specified in the Eskom Vehicle Safety Specification 32-345.

3.2 Environmental constraints and management

Kendal Power Station is ISO 14001:2015 certified. The Contractor is required to ensure that all works are carried out as per the ISO 14001 standard and must comply with all policies and procedures including the following procedures:

- Kendal Waste Management Procedure, 10241022 55-PC-010
- Safety, Health and Environmental Specification for Contractor's, *1015696
- Emergency Preparedness and Response, 39-29
- Eskom Smoking Policy, 32-1126.
- Oil spill management procedure 10241022 55-PC-010
- Environmental Legal Register (List of Environmental Legislation applicable to Kendal)
- The Contractor will be responsible for complying to any new environmental requirements, relevant to the Works Information that may come into effect as part of Kendal Power Station's EMS for the duration of this contract.
- If there is uncertainty around any Environmental issues, the Environmental Department at Kendal Power Station may be contacted.
- All work complies with the relevant environmental regulations. In this case, the Contractor uses such hazardous substances in accordance with the applicable regulations and procedures and is disposed of by the Contractor in accordance with the applicable law.

3.3 Quality assurance requirements

- The Supplier shall comply with the Eskom's QM 58 (240-105658000) Supplier Quality Management Specification.
- The Contractor performs all work according to ISO 9001 Quality Management System. The Contractor complies with the Eskom's Quality requirements, 240-10565800 (previously QM-58), Supplier Contract Quality Requirement's Specification and all relevant quality requirements including those listed in section 6, Plant and Materials standards and workmanship.
- The Contractor ensures that a coordinated and formally documented management system is in

place for the assurance of quality as specified in ISO 9001, Quality Management Systems Requirements.

- Quality requirements include visual inspection by the Employer, who will be entitled to witness progress of work at any time. The Employer shall also have the right to stop work and re-instruct the Contractor, who will comply with the requests,
- The Employer may, by arrangement, inspect completed work. If, in opinion of the Employer, the work does not comply with the quality requirements expected from the Contractor, the Employer shall instruct the Contractor to rectify the faults. The Contractor will comply with the instructions.

3.4 QCP's, Safe Work Procedures and Job Observations

- QCP's with action plans, safe work procedure and job observations shall be produced at the request of the Employer. QCP's must be signed and approved by Quality Controller or Cleaning Supervisor.
- **Note:** All Quality Control documentation must be submitted to the Employer's Representative for acceptance prior to any work commencing.

4 Procurement

4.1.1 People

Minimum requirements of people employed: As per the scope specification

- Semi-skilled personnel with 3 years driving experience are in possession of valid driver's license and PDP
- All Supervisors must be in possession of valid qualification, and must have undergone supervisory training from a reputable institution
- The Contractor will provide trained personnel for the implementation of all work.
- The Contractor remunerates his employees at not less than the proclaimed statutory wage (Minimum Wages Act). Failure in this regard will result in non-performance and therefore immediate termination of the contract.
- In order to fully evaluate a tender, the Contractor is to submit an organogram, which is to include the relevant skills levels.
- CV of all staff together with qualifications to be submitted to the Service Manager two weeks prior to commencement of work and approval of qualifications of staff to be granted within one week of receipt of qualifications.
- The Contractor submits requests to change any pro-approved staff

People Supplier Development, Localisation & Industrialisation (SDL & I) Requirements

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 spend minus the Imported component

Local Procurement Content	Eskom Target	Tenderer Proposal
	100%	

Job Opportunities

Jobs Created	Jobs Retained

CSI

1. **BBBEE**

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

2. **Subcontracting**

Prior to appointment of a sub-contractor, the Contractor shall submit to Eskom all detail of the contractor, including B-BBEE details, for verification. Subcontractors must meet the statutory requirements related to their field of expertise and comply with the required regulatory accreditations.

1.1.1 Subcontract documentation, and assessment of subcontract tenders

n/a

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

4.1 Subcontracting

4.2.1 Preferred subcontractors

- If the Contractor subcontracts work, he is responsible for providing the Service as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment was the Contractor's.
- The Contractor supports local Small, Micro and Medium Enterprises (SMME) by purchasing equipment, tools and materials locally where such equipment, tools and materials are available.
- All Subcontractors need to be approved by the Service Manager before the Subcontractor may be allocated work by the Contractor or be brought to the Site.
- Subcontract documentation, and assessment of subcontract tenders
- The Contractor must inform the Service Manager when intending to subcontract some of the works from the contract Scope of Work.
- The Contractor may subcontract according to NEC contract or other types of contracts.
- The Contractor submits the proposed contract data for each Subcontractor for acceptance to the Service Manager.
- The Contractor only employs competent Subcontractors.
- The Contractor indicates on a list as shown below, the names of any Subcontractors (when known) whose services may be used to provide the works. The Contractor provides a short description of the work it is proposed to sub-contract to each, together with an approximate value of the work to be executed by each.
- Where the Subcontractor is required to do physical work on Site, the Contractor provides details of the experiences of the mentioned Subcontractor as well as a list of references involving work of a similar nature.
- Notwithstanding the inclusion of a Subcontractor name below, the Contractor obtains the written acceptance of the Service Manager prior to the employment of such Subcontractor

4.2.2 Subcontract documentation, and assessment of subcontract tenders

4.2.3 Limitations on subcontracting

- The Contractor is not allowed to subcontract more than 50% of the contract value to another enterprise or supplier. In addition, the intended Subcontractor/s must have equal or better B-BBEE status, unless the intended Subcontractor is an EME that has the capability and ability to execute the sub-contract in order to claim the points for B-BBEE.
- The terms and conditions of employment of Contractors and Subcontractors must be made available to the Service Manager before any work may commence.
- The Contractor and Subcontractors comply fully with all local and statutory labour laws (LRA, BCEA, UIF etc.) and agreements and promptly attend to any labour grievances that may arise. The Contractor and Subcontractors do not remunerate employees at less than the proclaimed statutory wage (Minimum Wage Act).
- The contract does not create any renewal expectations on either party as referred to in section 18 B of the Labour Relations Act.

4.2.4 Attendance on subcontractors

- It is the Contractor's responsibility to ensure that the Sub-contractor(s) completes and supplies a daily Site diary, which includes details such as the labour resources available, starting time, ending time, equipment and materials used, weather conditions, interruptions etc.
- The Contractor ensures that the Subcontractor to the Service Manager daily for checking, commenting and signing-off, submits the diary and a copy is supplied. If each worker does not sign off the daily diary then a separate daily attendance register is supplied.

4.2 Plant and Materials

4.3.1 Specifications

The contractor must provide 14 seater vehicles that comply with the following specifications

All vehicles must:

- Not older than 3 years at the time of inspection
- Have less than 150 000KM on the date of inspection at the time of inspection
- Have factory-fitted antilock brake system (ABS)
- Have Factory-fitted front driver and passenger airbags
- Have Factory-fitted power steering
- Have Factory-fitted air conditioner
- Have Factory-fitted audio system – radio/CD player
- Have a fully equipped First Aid box
- Have a fully serviced Fire Extinguisher
- Have 2 x Emergency warning triangle
- Have three-point safety belts for every seat
- Vehicle must have No fold-up or jockey seats
- Have a speed warning sign at the back of every minibus
- Have yellow reflective tape that as per the National Road Traffic Act specification
- An adjustable driver's seat. The driver's compartment must be partitioned as per the National Road Traffic Act specification
- Have at least two identified emergency exits for every 12 (twelve) passengers as per the National Road Traffic Act specification
- Comply to the National Traffic Act Specifications

4.3.2 Correction of defects

Should at any given point during the course of this contract, the contracted vehicle not be available to transport the employee, the contractor must:

- Provide a replacement vehicle that meets all the set specification
- Provide a vehicle that matches the condition of the contracted vehicle in all aspects
- Arrange for the replacement vehicle to be inspected by the service manager, should the contracted vehicle not be available for more than three working days.

4.3.3 Contractor's procurement of Plant and Materials

N/A

4.3.4 Tests and inspections before delivery

Should the contractor need to replace either a driver or a vehicle, they must notify the Fleet office in advance and either of the replacements must comply to the set specification. A written approval must be granted before the replacement can commence working.

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

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

All the contracted drivers including the site manager will be required to go through the "Gate access application" process in order to gain access to site when dropping off and collecting employees, this will include attending the induction training at least once a year, obtaining a medical certificate at least once a year.

5.2 People restrictions, hours of work, conduct and records

This contract is to transport day shift worker of Kendal Power Station. Employee are to be transported from Monday to Friday excluding public holidays. The contractor must ensure that all vehicle comply to the time schedule. Employee must be at their work space by 07:30am and can only leave their work space at 16:30 from Monday to Thursday and 12:15 pm on Fridays, unless otherwise specified.

5.3 Health and safety facilities on the Affected Property

- Minor first aid requirements are provided for the Contractor. Should these prove to be inadequate for example in the event of a major injury, the Employer's Medical Centre and facilities are available for use. Emergency services can be reached by dialling 9222 from any site phone. Alternatively, one of the following numbers can be dialled:
 - a. Medical centre 013 647 9391
 - b. Fire and rescue 013 647 9324
 - c. Electrical operating Desk (EOD) 013 647 6796 (all hours).
- The Employer is entitled however to recover the costs incurred in respect thereof from the Contractor/Subcontractor.
- The Employer's Emergency Medical Services for after-hours is available for major injuries and life-threatening injuries including ambulance transportation

5.4 Environmental controls, fauna & flora

- The Contractor complies with the environmental requirements contained in the Service Information.

5.5 Cooperating with and obtaining acceptance of Others

The contractor and his/her drivers must only take official instructions from the fleet office and not the passengers

5.6 Records of Contractor's Equipment

- The Contractor provides all equipment, tools and special tools that are required to execute and complete the works.
- The Contractor's equipment does not impair the Employer's operations or access to the plant.
 - The Contractor provides all, or any temporary or expendable materials required for the storage of material. The Contractor declares all materials, equipment and tools via a prepared, pre-printed list upon arrival at the main security entrance, where a removal permit is to be issued by Security personnel,
 - The Contractor keeps a list of inventories of their equipment on Site. A copy of the list of inventories shall be supplied to the Service Manager.
 - Proof of Site entrance (approved list or permit) needs to be provided before equipment can be removed from Site.
 - The Contractor keeps these records, If the records are lost the Employer does not have the responsibility to issue a gate release permit and the Contractor might have to

PROVISION OF HOME-WORK-HOME TRANSPORT FOR KENDAL POWER STATION EMPLOYEES FROM MIDRAND
leave the equipment behind on Site.

- The Contractor is responsible for the safeguarding, care and security of all items whilst in the Contractor's custody and control until Completion of the whole of the works.
- Any electrical equipment or appliances used by the Contractor, conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The Service Manager may stop the Contractor's use of any electrical equipment, or appliance, which does not conform to the foregoing.
- The Contractor Sets up any additional safety barriers/screens and signage around the plant area being worked on.
- The Contractor supplies and installs temporary local lighting in accordance with the requirements of the OHS Act, as amended. The Service Manager provides no local lighting. All construction lighting is the responsibility of the Contractor.
- The Employer may assist the Contractor with the off-loading of equipment, plant and material but the responsibility for off-loading remains with the Contractor.

5.7 Equipment provided by the *Employer*

N/A

5.8 Site services and facilities

5.8.1 Provided by the Employer

Eskom Kendal Fleet Department will provide: Kitchen facility and bathroom facilities to the contractor and his/her employee while they are on site, during normal working hours.

5.8.2 Provided by the Contractor

The contractor must provide his/her employee with all necessary stationery as well as tea/coffee/sugar/milk

5.9 Control of noise, dust, water and waste

Contractor must keep vehicle maintained according to the OEM's set specification to ensure that vehicles comply to the set quality standards. Eskom may at any given time require proof of maintenance on the vehicle during spot checks to ensure compliance.

5.10 Hook ups to existing works

Not applicable

5.11 Tests and inspections

5.11.1 Description of tests and inspections

All contracted vehicles provide proof of annual road worthy certification as and when they are licensed.

5.11.2 Materials facilities and samples for tests and inspections

Not Applicable

6 List of drawings

6.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title

