



Service Level Agreement (SLA)
Logistics Services – Operations,
Brokerage, Multi Axle and Waste
Management Department and Hazmat
Service Provider

**Division/Department/
Section**

Title: **Services Level Agreement**

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SOC Ltd**

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Training Department**

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Date:	Date:	Date:

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1. INTRODUCTION

This document is a Service Level Agreement (SLA) between Eskom Rotek Industries SOC Ltd (ERI), Logistics Services, Training Department (service recipient) and **Service Provider** (service provider). The SLA outlines the terms and conditions under which the service provider will provide training to Logistics Services on an 'as' and 'when' required basis for a period of 5 years.

This document provides a basis which defines and formalises key components of the working relationship between ERI and the Service Provider.

This SLA must be read in conjunction with the NEC3 Term Service Contract (TSC3) between ERI and the **Service Provider** and shall be valid for the same period as the NEC TSC3.

2. SERVICE DEFINITION

The purpose of this Agreement is to ensure consistent, compliant and quality driven training services as and when required for a period of five (5) years.

The objective of this Agreement is to:

- The primary objective for the service provider is to provide the training to ERI Logistics Services.
- Provide clear reference to service ownership, accountability, roles and/or responsibilities
- Present a clear, concise and measurable description of service provision to ERI's Logistics Services
- The service provide must meet the expectations in accordance to the NEC.

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3. SUPPORTING CLAUSES

3.1 Scope

3.1.1 Purpose

The purpose of this SLA is to clarify the responsibilities of each party as well as to provide a framework for common understanding between the two (2) parties. Agreement is to outline the high level of service, responsibilities, and performance measurements for the provision of hazmat spill response services. It establishes a mutual understanding of what constitutes acceptable and high-quality service, ensuring accountability and managing expectations for both parties. Below are the training that will be required by ERI Logistics Services in the next 5 years :

Description
Dangerous Goods Training
Dangerous Goods at Medupi Power Station
Dangerous Goods at Kusile Power Station
Dangerous Goods at Duvha Power Station
Dangerous Goods at Polokwane
Dangerous Goods at Durban
Dangerous Goods at Brackenfell
Dangerous Goods at Johannesburg
Apprentices/Learner Artisan at Rosherville
Driver Learnership at Rosherville
Truck Mounted Crane (full training and re-certification)
Truck Mounted Crane (full training and re-certification) at Medupi Power Station
Truck Mounted Crane (full training and re-certification) at Kusile Power Station
Truck Mounted Crane (full training and re-certification) at Polokwane
Truck Mounted Crane (full training and re-certification) at Johannesburg
Truck Mounted Crane (full training and re-certification) at Brackenfell
Working at Heights
Working at Heights at Medupi Power Station
Working at Heights at Duvha Power Station
Working at Heights at Johannesburg

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Working at Heights at Durban
Fire Fighting
Fire Fighting training at Johannesburg
Fire Fighting training at Polokwane
Fire Fighting training at Medupi Power Station
Fire Fighting training at Durban
Fire Fighting training at Brackenfell
Fire Fighting training at Duvha Power Station
Fire Fighting training at Kusile Power Station
First Aid Training Level 1
First Aid Training Level 1 at Johannesburg
First Aid Training Level 1 at Duvha Power Station
First Aid Training Level 1 at Kusile Power Station
First Aid Training Level 1 at Medupi Power Station
First Aid Training Level 2
First Aid Training Level 2 at Johannesburg
First Aid Training Level 2 at Duvha Power Station
First Aid Training Level 2 at Kusile Power Station
First Aid Training Level 2 at Medupi Power Station
Skip and Garbage Training
Skip and Garbage Training at Kusile Power Station
Skip and Garbage Training at Medupi Power Station
Skip and Garbage Training at Duvha Power Station
Skip and Garbage Training at Rosherville
Skip and Garbage Training at Koeberg/Brackenfell
Asbestos Training at Johannesburg
Incident Investigation at Johannesburg
Super Sucker Training
Super Sucker Training at Kusile Power Station
Super Sucker Training at Duvha Power Station
Super Sucker Training at Medupi Power Station
Super Sucker Training at Koeberg Power Station
Ergonomics training at Medupi Station
RCAT Training at Medupi Power Station
Bailer Machine Operations Training at Medupi
Forklift Training
Forklift Training at Kusile Power Station
Forklift Training at Medupi Power Station

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Forklift Training at Duvha Power Station
Forklift Training at Rosherville
Forklift Training at Koeberg Power Station/ Brackenfell
Defensive Driving Training at Rosherville
Tail Lift Truck Training at Medupi Power Station
HAZCHEM Training
HAZCHEM Training at Kusile Power Station
HAZCHEM Training at Medupi Power Station
HAZCHEM Training at Duvha Power Station
HAZCHEM Training at Rosherville
HAZCHEM Training at Koeberg Power Station/Brackenfell
Evacuation Warden Training
Evacuation Warden Training at Kusile Power Station
Evacuation Warden Training at Medupi Power Station
Evacuation Warden Training at Duvha Power Station
Evacuation Warden Training at Rosherville
Evacuation Warden Training at Koeberg Power Station/Brackenfell
ISO45001 Training at Rosherville
SHE Rep Training
SHE Rep Training at Polokwane
SHE Rep Training at Kusile Power Station
SHE Rep Training at Medupi Power Station
SHE Rep Training at Duvha Power Station
SHE Rep Training at Koeberg Power Station/Brackenfell
SHE Rep Training at Rosherville
Integrated Risk Assessment Training
Integrated Risk Assessment at Polokwane
Integrated Risk Assessment at Kusile Power Station
Integrated Risk Assessment at Medupi Power Station
Integrated Risk Assessment at Duvha Power Station
Integrated Risk Assessment at Koeberg Power Station/Brackenfell
Integrated Risk Assessment at Rosherville
ISO9001 Awareness Training at Rosherville
OHS Legal Liability Training at Rosherville
NEC Contracts Training at Rosherville
RORO Truck Training at Rosherville
Project Management Training at Rosherville

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Professional Driving Training at Rosherville
Contract Law Training at Rosherville
Technical / Business Report Writing Skills Training at Rosherville
Basic Rigging Training at Rosherville
Minutes Taking Skills Course at Rosherville
Microsoft Office (Excel, Word, PowerPoint) Basic, Intermediate and Advance Training at Rosherville
Presentation Skills Training at Rosherville
Conflict Resolution Training at Rosherville
Charing Disciplinary Cases at Rosherville
Case Presenting Training at Rosherville
Customer Services Training at Rosherville
Finance Management for Non-Financial Managers Training at Rosherville

3.1.2 Applicability

This document shall apply to ERI SOC Ltd, Logistics Services, and **Service Provider** for compliance by both parties.

3.1.3 Services

The objective of this SLA is to ensure the following:

That the services provided are monitored and managed by ERI SOC Ltd, Logistics Services.

That the following service parameters apply to, and are the responsibility of the service provider, [Name]:

The service provider to acknowledge the training requirement and :

- Provide the training within a reasonable timeframe.
- Provide training on weekends – Saturday and Sundays when required by ERI LS.
- Provide certification upon completion of all training by employees.

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3.2 Normative/Informative References

Parties using this SLA shall apply the most recent edition of the documents listed in the following paragraphs.

3.2.1 Normative

- a) ISO 9001 Quality Management Systems.
- b) ISO 18001 Occupational Health and Safety Standard.
- c) ISO 14001 Environmental Management Systems.
- d) National Road Traffic Act 93 of 1996
- e) Occupational Health and Safety Act 85 of 1993
- f) National Environmental Management Act 107 of 1998 (NEMA)
- g) National Environmental Management: Waste Act, 59 of 2008 (NEMWA) and associated regulations

3.2.2 Informative

- a) SHE Requirements for the Eskom Commercial Process (32-726).
- b) Business Management System Audit Work Instruction (E-07).
- c) Control of Non-Conforming Product, Corrective and Preventative Action (E-03).
- d) The Code of Ethics, "The Way"
- e) NEC3 Term Service Contract (TSC3) between Eskom Rotek Industries SOC Ltd and Spill Tech (Pty) Ltd.
- f) Compliance to the 37(2) agreements between the client and Logistics Service
- g) Compliance to the SHE files Specification / requirements and quarterly evaluations

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3.3 Abbreviations and Definitions

Definition	Explanation
Contract Custodian	The person defined in a contract as the Eskom Agent or Representative for example, the Project Manager i.e. the person responsible for managing the contract and ensuring that the works or services are executed in terms of the contract.
Supplier/Service provider	This is a person or legal entity that qualifies to render a service to or performs work for Eskom directly or indirectly and is listed on the Eskom supplier database. Suppliers will include Service Providers, vendors, and consultants. Eskom may or may not have a contract with such supplier.
Training	The identified training required by ERI Logistics Services.
Hazardous waste / materials	Any item, agent or waste (biological, chemical, physical) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

Abbreviation	Explanation
SDC	Safe disposal certificate
SHEQ	Safety Health Environment and Quality
CPA	Contract Price Adjustment
LS	Logistic Services
SLA	Service Level Agreement
SDR	System Deficiency Report

Commented [NS3]: Do we include CPA, LS, SLA etc?

Commented [NT4R3]: Include NEMA Sec 30,NWA,NEMA

Commented [NT5R3]: The tables to be separated

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Definition	Explanation
HOD	Head of Department
SOW	Scope of Work
POD	Proof of Delivery
COF	Certificate of Fitness (Vehicles)
NCR	Non-Conformance Report
ERP	Emergency Response Plan
NRTA	National Road Traffic Act

3.4 Roles and Responsibilities

- a) It is the responsibility of the Contracts Manager to ensure that this SLA is implemented, maintained and adhered to.
- b) The Training Business Partner will be responsible for ensuring that this Agreement is communicated to the service provider.
- c) The SHEQ Business Partner is responsible for ensuring that the service provider SHEQ performance is monitored and a criterion for evaluation defined and met.
- d) The SHEQ Business Partner is responsible for ensuring that detailed information and evidence pertaining to supplier non-conformances and work stoppages are reported and made available to the Contract Manager for future reference, which will be useful especially when determining the allocation of future works or services.
- e) The Contracts Department is responsible for ensuring that detailed information and evidence pertaining to supplier suspensions are reported and made available to the Contract Manager for future reference, which will be useful especially when determining the allocation of future works or services.

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- f) All LS employees involved in the management of the NEC are responsible for ensuring services are provided and monitored in accordance with this SLA.

3.5 Process for Monitoring

Contract will be monitored through

- a) SHEQ Compliance Audits / Contractor Safety File Evaluations
- b) Quarterly Supplier quality performance evaluations
- c) Bi-Annual meetings with the service provider

3.6 SLA Guiding Principles

3.6.1 The following guiding principles govern how the two parties will work together:

- a) Maintain a commitment to work together towards the achievement of the SLA objectives.
- b) Clearly define roles and responsibilities.
- c) Periodically review the agreed service levels to enhance service and support delivery.
- d) Actively communicate and cooperate; deal with conflict constructively; and reach resolutions in a positive manner.
- e) Report on Key Performance Indicators (KPI's) as per agreed schedule to foster consistent measurement of performance.
- f) Resolution of failing SLA's or revision to SLAs in a timely and proactive manner.

3.7 Service Standards

ERI will not be held liable for any costs incurred as a result of, but not limited to, the Service Provider's negligence, incorrect containment of hazardous materials / waste, poor performance, legal non-compliance / conformance, defective equipment or incorrect use of equipment.

3.7.1 SHEQ

- a) The Service provider SHE files to be audited and signed off quarterly by ERI Logistics appointed SHE officer.

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- b) All Employees need to undergo medical examination and produce the certificate before an induction can be provided. The interval duration will remain 12 months (unless advised by a medical professional)
- c) All Service Provider employees must undergo ERI Logistics Services SHEQ induction to be attended annually.
- d) A Service Provider must ensure that employees are trained on prescribed safe work procedures and Baseline Risk Assessments and ensure that Task specific Risk Assessments provided are conducted prior commencement of any activity and all employees on site to sign an attendance register.
- e) All legal appointments to be in place accompanied by competency certificates.
- f) A Service Provider registered with ERI Logistics Services shall appoint a SHE who will but not limited to other activities be responsible for updating employees SHE files, conduct Incident Investigations, Risk Assessments, finalise and implement prescribed corrective and preventative actions within the legal and internal timeframes.

3.7.2 Operational

3.7.3.1 Readiness and Mobilisation

- a) The service provider to be readily available as and when required for immediate services offering, 7 days a week, 365 days a year, which includes Saturdays and Sundays.
- b) The service provider shall provide clear and efficient procedures for receiving emergency calls, assessing the initial information, and dispatching the appropriate resources.

3.7.3.2 Personnel and Training:

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- c) The service provider shall ensure a sufficient number of appropriately trained and certified trainers, and other support staff, who meet relevant regulatory requirements.
- d) The service provider shall ensure their personnel have the required expertise in various aspects various training required.

3.7.3.3 Equipment and Resources

The service provider shall maintain a comprehensive inventory of specialized equipment and resources necessary for a wide range of hazmat incidents, including:

- e) Personal Protective Equipment (PPE): Various levels of PPE (Level A, B, C, D) suitable for different hazards and exposure levels, with proper fit testing and maintenance.
- f) Containment Equipment: Booms, sorbents, diking materials, drain seals, and other equipment to prevent the spread of spilled materials.
- g) Transfer and Recovery Equipment: Pumps, hoses, vacuum trucks, and containers for the safe transfer and recovery of spilled substances.
- h) Decontamination Equipment: Decontamination solutions, and equipment for the effective decontamination of personnel and equipment.
- i) Monitoring and Detection Equipment: Instruments for identifying and quantifying hazardous substances, including chemical-specific monitors.
- j) Lighting and Power: Portable lighting systems and power generators for nighttime or remote operations.
- k) Specialized Tools: Non-sparking tools, sampling equipment, and other specialized tools required for hazmat operations.
- l) Regular Equipment Maintenance: Implement a rigorous maintenance and inspection program for all response equipment to ensure its reliability and functionality.

3.7.3.4 Operational Procedures and Planning:

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- g) Standard Operating Procedures (SOPs): Develop and maintain detailed SOPs for various hazmat response scenarios, covering safety protocols, operational guidelines, and regulatory compliance.
- h) Risk Assessment: Implement a risk assessment process to identify potential hazards and implement appropriate control measures throughout the response operation.
- v) Waste Management Protocols: Establish procedures for the proper handling, storage, transportation, and disposal of contaminated materials and waste generated during the response, in compliance with environmental regulations.
- w) Documentation and Reporting: Maintain accurate and detailed records of all response activities, including incident details, actions taken, personnel involved, equipment used, waste generated, and regulatory notifications.
- x) Post-Incident Review: Conduct post-incident reviews to identify lessons learned and improve operational procedures and response capabilities.

3.7.3.5. Regulatory Compliance and Permits:

- a) The service provider must possess a thorough understanding of all applicable local, regional, and national regulations governing hazmat emergency response, transportation, handling, and disposal of hazardous materials / waste.
- b) The service provider shall have all the (?) necessary permits, certifications and licenses by maintaining all required permits, certifications and licenses to operate as a hazmat response service provider and hazardous waste / dangerous goods transporter.

3.7.5.6. Quality Assurance and Improvement:

- a) The service provider shall possess a quality management system to ensure consistent and high-quality service delivery.
- b) The service provider shall monitor performance to track key performance indicators (KPIs) related to response times, safety and disposal records submitted on time records, and client satisfaction.

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3.7.5.7. Insurance and Liability:

The service provider will insurance own resources .

Equipment Requirements:

The supplier to ensure that they have the below minimum equipment/ requirement but not limited to, that are required for clean-up and or spill response activities as and when required.

3.7.3 Proof of Delivery

- a) The service provider shall furnish Logistics Services with a report after each training session.
- b) The service provider shall provide invoice
- c) Supporting documentation, to be attached, includes before, during, and after photographs of the spill site and cleanup efforts, a copy of any initial site safety assessments conducted, and waste transfer notes.

3.8 Penalties – talks to X17

Service providers will be liable for penalties accrued by their delays to responding to a spill response call out:

- Failure to respond to the spillage call out as per the requirement 2.5% deduction from the total value of the invoice the Service Provider submits for the delivered items.
- Failure to remove and dispose waste from site as per the requirement 20% of the invoice amount will not be processed until the matter is resolved.

NB: Should the service provider transgress or commit any misconduct, the service provider shall appear ~~to~~ before the ERI-Logistics Services Subcontractor Committee to give account.

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3.9 Exclusions

NA

3.10 Duration of the Agreement

Effective **start date** and will expire on expiry of NEC Contract linked to this document

3.11 Contact Points for Both Parties

COMMUNICATION	HOW	WHEN
1. Face to Face	Meeting	Contract negotiation and signature
2. Face to Face	Meeting	For issues classified as High, Medium and Low priority
3. Telephonically engagement	Meeting	For issues classified as High, Medium and Low priority
4. Electronic engagement	Email	As and when required

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3.12 SLA Appointed Managers

On behalf of the service provider:

Service Provider

Name: _____

E-mail: _____

On behalf of the service user:

Name : Richard Sphiwe Mkhwanazi

Telephone: 011 621 3002

MkhwanRS@eskom.co.za

3.13 Performance Measures

3.13.1 Performance measures specific to this particular SLA are:

- a) xxxxxxxxxxxxxx.
- b) xxxxxxxxxxxxxx
- c) xxxxxxxxxxxxxx

3.13.2 Why is it important for ERI to measure performance?

It is important for ERI to measure performance of Service providers to meet customer expectations by delivering on our promise. Further, it is important to maintain operational excellence and improve ERI Logistics performance.

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3.13.3 When is measuring to take place?

Measuring will take place on a quarterly basis or bi-annually. It will also be important to measure report submission monthly.

3.13.4 What source data is to be used?

- a) Training Matrix
- b) Skills Matrix

3.14 The Responsibilities of an SLA Manager

3.14.1 This SLA document is legally binding and therefore its purpose and intention is to structure a contract in place between the two parties which needs to be managed by both parties. Refer to point 3.12:

- (i) Training Business Partner, Logistics Services
- (ii) Service Provider

3.14.2 The above managers are required to work closely together to ensure the best possible service provision.

3.14.3 SLA Managers should:

- a) Know and understand the responsibilities of an SLA Manager.
- b) Operate effective monitoring arrangements.
- c) Maintain regular contact between the Service Provider and the ERI Logistics Services.
- d) Make suggestions for changes/improvements when applicable.
- e) Work together to resolve problems.
- f) Operate agreed escalation procedures where necessary. The escalation process is as follow:

Training Business Partner → HCM Business Partner → General Manager

- g) Provide monthly reports to the appropriate departments.
 - o Quarterly inspection / audit – SHEQ Report
 - o NCR raised against the service provider - SHEQ Report

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3.15 INVOICING REQUIREMENTS

XX

3.16 ADDENDUMS

3.16.1 Insurance

Commented [ZM6]: Contract department to advise on the clauses as per the NEC

AUTHORISATION

This document has been seen and accepted by:

Name	Designation
Nandipha Mdletshe	General Manager – Logistics Services (Acting)
Peter Mokhele	HCM Business Partner
Richard Sphiwe Mkhwanazi	Training Business Partner
Renzke Vosloo	Contract Management

4. REVISIONS

Date	Rev.	Compiler	Remarks
November 2027	1	Richard Mkhwanazi	Document compiled to outline the process for monitoring outsourced services within Logistics Services Group

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5. DEVELOPMENT TEAM

- a) Richard Mkhwanazi
- b) Renzke Vosloo

6. ACKNOWLEDGEMENTS

Not Applicable

SLA Signed and Accepted by Service Provider	
Name:	
Signature:	
Date:	
Company Name:	

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