


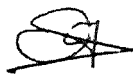

 Eskom	<b>SCOPE OF WORK</b>  <b>HOME WORK HOME TRANSPORT FOR ESKOM KENDAL EMPLOYEES ON "AS AND WHEN REQUIRED BASIS"</b>	Doc no																					
		Holder				Rev 00																	
		Criticality level				Pages 1																	
Kendal Power Station	Document Type: Scope Of Work	Unit applicability <table border="1"> <tr> <td>0</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td> </tr> <tr> <td>x</td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>								0	1	2	3	4	5	6	x						
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## 1. Description of the service

Transportation of Eskom Employees from Lakeside Mall **Benoni**, The Groove Mall **Pretoria**, EAL **Midrand** and Middelburg Mall **Middelburg** and Bronkhorstspurt (**Bronkhorstspuit Shopping Centre/Mall**) to Kendal and back for day shift employees, a daily bass except Saturdays, Sundays and South African Public Holidays, on "**As And When Required**" bass for a period of 3years

## 2. In providing the above service, it is important that the service provider provides:

### Vehicle Requirement:

Vehicles must :

- Not 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

### Driver Requirements

- Drivers must be in possession of a valid National drivers 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

### Contractor Requirements:

- 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

## 3. Materials delivered to the Employer by the Supplier as part of providing the Services.

- I. The obligation of the *Supplier*, to Eskom, in terms of the contract shall, at all times, have priority above any other obligations he may have outside the contract
- II. The *Supplier* shall abide by the detailed timetable and routes, which will be supplied and approved by Kendal Power Station Eskom shall, however, have the exclusive right to amend the aforesaid timetables and routes from time to time in consultation with the *Supplier*

- III. Any changes to the transport service, agreed to between Eskom and the *Supplier*, may result in a decrease or an increase in the number of busses required to operate the transport service. Should additional busses be required, busses of similar condition and capacity shall be introduced to the fleet. New rates, if applicable, will be negotiated between Eskom and the Supplier if routes are changed.
- IV. Eskom will not be held liable for injuries or any other liabilities whatsoever that may be sustained by passengers.
- V. The supplier must have at least R 5 Million passenger liability cover.
- VI. The Supplier must ensure that the busses are kept neat and clean (interior and exterior at all times).
- VII. Eskom reserves the right to inspect the buses at all reasonable times and it is a requirement that the Supplier shall maintain the vehicles in a road-worthy condition and to the satisfaction of Eskom. Roadworthy certificates must be submitted to the Employer's Representative every 12 months.
- VIII. The Supplier shall be expected to establish and maintain the services required entirely at his own expense and Eskom shall not be liable for any costs whatsoever in connection with, or arising out of, the establishment, maintenance or operation of such service.
- IX. The Supplier shall not be entitled to alienate, pledge, cede or deal in any manner whatsoever, with any claim he may have arising out of the contract or his rights and obligations, in terms of such contract, with the prior written approval of Eskom.
- X. The Supplier undertakes to limit his/her service to the prescribed number of Eskom passengers per bus.
- XI. A fully equipped First Aid Box and a regularly serviced Fire Extinguisher must be kept in a safe place in the bus driver's cab to be supplied by the Supplier.
- XII. At the end of every month the supplier is to furnish Eskom with a detailed statement containing all relevant information e.g. number of passengers per day, etc.
- XIII. The Supplier undertakes and guarantees that he/she is legally authorised, qualified and properly equipped to render the TRANSPORTATION service required and that he/she is fully conversant with the legal provisions regarding the transport service to be rendered and undertakes to abide by such legal provisions during the contract. He/she shall, at all times, comply with all legal requirements in respect of the required TRANSPORTATION service and shall be the holder of all licenses, permits and insurance's that may be required in terms of the contract and all applicable Legislation. All requisite licenses and Insurance documents must be supplied by the Supplier to the Employer's Representative prior to commencement of the service. Failure to comply with this requirement can lead to the immediate cancellation of the contract.
- XIV. The Supplier acknowledges that he has insurance cover in terms of the Compensation of Occupational Injuries and Diseases Act 1993, and undertakes to supply Eskom with proof of such insurance.
- XV. Should the Supplier be placed under judicial management, or go into liquidation, Eskom may, without prejudice to its rights to claim damages, terminate the contract forthwith.
- XVI. If the performance of the Supplier's buses on any bus route is not in accordance with the contract, the Supplier will be notified in writing that he must comply with the contract within seven (7) days, failing which, the route in question may be allocated to another Supplier at the Supplier's expense.
- XVII. The bus drivers must at all times be in possession of valid Professional Driving Permits (PRDP). The bus drivers must be able to produce their permits on demand, e.g. to the Employer's Representative.
- XVIII. The Supplier will supply the Employer's Representative, Kendaal Power Station, with names of the bus drivers and copies of their PRDP's, Registration Certificates and COF's of Buses prior to awarding of contract.
- XIX. The Supplier will supply the Eskom Kendaal with their Road Transportation Permits to transport Eskom employees, prior to awarding of this contract.
- XX. Ensure that all busses must have a valid Roadworthy Certificate.
- XXI. The Supplier must comply with the NATIONAL ROAD TRAFFIC ACT NO 83 OF 1996, SECTION 42.
- XXII. When appointing a new driver the Employer's Representative will be notified, in writing. The new driver must comply with the set requirement as set in this contract.

- XXIII. The contractor must notify in advance, the Employers' Representative when there is an intention to change or replace any vehicles under this contract. Vehicles will be subject to inspection and approval prior to commencing the service.

### Safety of Mini Busses

The Supplier must ensure that: before every trip:

- I. The interior and exterior of the mini buses are examined for any damage or default, especially the brakes. The buses must be thoroughly searched for suspicious parcels or objects (exterior and interior). It is of utmost importance that suspicious parcels or objects are reported to the S A Police immediately. Once removed, the passengers may be transported. If the suspect parcels or objects are not removed within a reasonable time, the SUPPLIER must provide an alternative service.
- II. In areas of danger the bus driver must remove the bus immediately.
- III. The buses must be kept in a safe place when not in use.
- IV. Buses must go through a test every 12 months and proof of this must be submitted to the Transport Officer.

## 2. Routes

### 2.1

Item No	Description	Number of vehicle required
1	14 Seater min bus from <b>Middelburg</b> (Middelburg Mall) to Kendal and back	2
2	14 Seater min bus from <b>Pretoria</b> (The Groove Mall) to Kendal and back	2
3	14 Seater vehicle from <b>Midrand</b> (Eskom College) to Kendal and back	1
4	14 Seater mini bus from <b>Bronkhorstspurt</b> (Bronkhorstspurt Shopping Centre/Mall) to Kendal Power station	2
5	14 Seater mini bus from <b>Benoni</b> (Lakeside Mall) to Kendal and back	4

## 3. Access provided by the *Employers* to a person, service, facility, place of thing

Access permits for Drivers

Access permits of Busses

Bathroom facilities

Kitchen facility

Under cover parking

## 4. Safety Requirements

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 **limitations** the *Contractor*

- undertakes, in and about the execution of the *service*, to comply with the occupational health and safety act 85 of 1993 and regulations, with all applicable health & safety laws, rules, guidelines and procedures otherwise provided for under this contract and ensures that his/her Subcontractors, employees and others under the *Contractor's* direction and control, Likewise observe and comply with the foregoing

- The Contractor shall comply with the minimum requirements listed in the SHE specification and develop a health and safety plan in line with requirements of the SHE specification and the contract, which shall be subject to safety for evaluation and approved before commencement of the services
- The Contractor shall comply with the health and safety legislation, and Eskom standards, procedures and directives which shall include minimum
  - National Road traffic Act No 83 Of 1996
  - COID act no 130 of 1993
  - Eskom Contractor Health and Safety requirements standards 32-136
  - Eskom SHEQ policy 32-727
  - Eskom vehicle and driver safety procedure 240-62946386 Revision 5
  - Health and Safety Contractor Specification 1015696
  - Occupational Health and Safety incident Management Procedure 32-95
  - Occupational Health and Safety Risk Assessment Procedure 32-520
  - Smoking Policy 32-1126
  - Live Saving - Rule 240-62196227
- Eskom SHE requirements for the Eskom commercial process 32-726 etc  
Annexure C 1 SHE Tender Evaluation Template (High risk)

## 5. Quality Requirements

- a) The Contractor complies in full with the Eskom Supplier Quality Management Specification  
QM58/ 240-105658000 and compiles to ISO 9001 2015 Quality Management Systems

## 6. Environmental Requirements

- Environmental Management System File
- A detailed signed Contractor's Environmental Management Plan (EMP) pertaining to item specific activities
- Emergency Preparedness Plans (e.g oil / chemical spill, disasters, etc)
- Waste Management Plan

## 7. Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice

- Name and address of the *Contractor*
- The contract number and title,
- *Contractor's* VAT registration number,
- The *Employer's* VAT registration number 4740101508,
- The total of
  - The price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
  - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*,
- Less amounts to be paid by or retained from the *Contractor*,
- The change in the amount due since the previous payment being the invoiced amount • excluding VAT, the VAT and including VAT,
- (add other as required)