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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Provision of Fleet drivers, Fleet equipment operators, Car washers and Contract Supervisor to Grootvlei Power Station for a period of five years

1.2 Employer's requirements for the service

The area of work will require the following number of Human resources and Scope of work, also attached which includes the following:

FLEET MANAGEMENT SERVICE: DESCRIPTION OF THE SCOPE OF WORK	
DESCRIPTION	DUTIES AND RESPONSIBILITIES
Contract Supervisor	- Performs admin duties, eg: attendance register, draw shift rooster, , etc. - Must be familiar with the RTMA and AARTO Act. - Will drive for business purposes if required - Manage employees' overtime and leave days. - Schedule drivers' daily trips and Operator bookings - Keep weekly record of vehicles washed. Frequency: 5 days a week – 8 hours
Drivers	- Conduct pre and post trip inspection with end users if on site. - Adhere to RTMA and ordinance at all times. - Must be familiar with AARTO Act - Work shifts and sometimes paid overtime. - Plan their routes in their shift. - Collect and deliver spares with exception to Hazardous chemical substances, Dangerous goods and confidential documents. - Pick up and drop Grootvlei off employees within a 100km radius from Grootvlei PS "home-work-home" to perform emergency work at Grootvlei PS. This is excluding the employees on standby and call outs. Take vehicles to the workshops; booked for service and maintenance. FREQUENCY: Shift workers, 4 days of 8 hours in and two days off
Construction equipment Operators	- Operate construction equipment outside the plant on request not for daily operations of the Department. - Check all construction equipment, report and follow up on repairs. - Ensure that the equipment is taken to car wash at least once a month. - Arrange for pick up and drop off the equipment if booked for repairs. Frequency: 5 days a week – 8 hours
Car Washers	- Wash at maximum of 15 Fleet vehicles daily. - Keep daily register of Fleet equipment washed and odo readings at the time of being washed. - Draw up a schedule to wash all vehicles and construction equipment. - Facilitate the flow of all equipment to be washed at the wash Bay. - Report to the Supervisor if there is a shortage of chemicals to use. - Report Fleet equipment found with physical defects. Frequency: 5 days a week – 8 hours

MANDATORY:

All employees must have a valid driver's licence greater or equal to two years.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
RTMA	Road Traffic Management Act
AARTO	Administrative Adjudication of Road Traffic Offences

2 Management strategy and start up.

2.1 The Contractor's plan for the service

An assessment of service provided will be conducted as per service rendered. If agreed, the *Contractor* will invoice the *Employer* within 3 days of accepting the assessment by signing it. The *Contractor* shall submit the invoice with the agreed amount to the Accounts Payable Section.

In case of emergency the *Contractor* will be informed telephonically, and he/she will be required to respond within a day.

Control Plan of driver shifts schedule and operators to be developed at the beginning of the contract. A driver route risk assessment plan must be signed by the Contract Supervisor for every driver at the beginning of the shift and updated at any change of route during the shift. The last one must be closed at the end of the shift, signed by the Contract Supervisor, and filed with the approved request.

This must be submitted once or as and when required and if there are any changes the plan will be edited and re-submitted to the *Employer's* Representative immediately after the changes has been made. This type of a document will be kept in the system by both parties and each party will have a signed copy that will be kept in the file.

2.2 Management meetings

There will be a progress meeting that will be held at *Employer's* premises or MS teams These meeting can be used to discuss any drivers, operators and car washers' concerns, and other matters of general nature.

The following minimum information must be part of the discussions to ensure that they know the requirements before executing a service request:

- a) Employees to be ready when drivers are to collect or drop them off
- b) Internal customers documentation required before undertaking a trip.
- c) Risks and hazards on the road
- d) Risks on loading capacity for construction equipment

The *Contractor* will include other items in the report that may be of interest to Grootvlei Power Station or a challenge for the employees to execute the service requested.

Service Manager will chair these meetings as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting	Once off after contract placement	Grootvlei Power Station	<i>Employer, Contractor</i>
Risk Register and compensation events	As and when	Grootvlei Power Station/MS Teams	<i>Employer, Contractor</i>
Contract progress and feedback	As and when	Grootvlei Power Station/MS Teams	<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.

All meetings held on MS Teams will also be recorded on MS Teams and the recording will be made available upon request.

2.3 Contractor's management, supervision and key people

Contractor's Management shall be available for all meetings related to this contract whenever a need arises. The *Contractor* must have *Contractor* Supervisor for 5 working days on site and telephonically after hours if required.

2.4 Documentation control

- a) The *Contractor* shall provide the following documentation:
 - b) Route planning tool used for at least a year
 - c) Traceable references of prior work done in Fleet management for at least one year.
 - d) And all other related documents that may be required by the *Service Manager*.

2.5 Invoicing and payment

Within three days of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with an assessment / 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:

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

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

2.6 Contract change management

For any additional or reduction of scope of work correct process shall be followed. The *Contractor* shall inform the *Employer* of any deviations.

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

The following *works* are provided by the *Contractor* in accordance with the *Service Information*:

- a) All car wash equipment purchased at the beginning of the contract.
- b) Completion takes place after the Service Manager has verified the submitted documents.

2.7.1 Information and other things

Contractor to communicate with *Employer* in time for any risks that arises.

2.8 Management of work done by Assessment

- a) An assessment will be sent to the *Contractor* on the 20th of every month which on accepting signed and return to the employer.
- b) The *Contractor* can then create an invoice to the *Employer* and send it directly to Finance Department - APS section, to facilitate payment.
- c) All work done is valued in accordance with the Price List unless otherwise specified.
- d) The *Contractor* provides all necessary information required by the *Employer* to determine the cost at the assessment date for each assessment.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall adhere to all OHS Legal requirements, OHS corporate policies, standards and procedures to which Eskom subscribes and as indicated on the issued SHE specification.

The *Contractor* shall, when coming on site (Grootvlei Power Station), abide by the Lifesaving Rules. These will be provided by the *Employer* on the start of the contract.

The *Contractor* shall also abide by the Grootvlei High risk Safety, Health and Environmental Specifications 240-73418055, which will also be provided by the *Employer*.

The *Contractor* shall, when coming on site (Grootvlei Power Station), make use of approved personal protective clothing such as overalls, safety shoes, safety hat, safety goggles, dust mask and gloves when necessary.

The *Employer* follows an Incident management procedure (32-95) that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Contractor* will report any incident and accidents to Grootvlei Power Station within 24 hours or before end of shift. This report does not relieve the *Contractor* of his legal obligation to report certain 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.

The *Contractor* will be subject to periodic audits by the *Employer* to ensure compliance with the plan. Any deviations will be corrected to the *Employer's* satisfaction.

The Service Manager has the right to stop the *Contractor's* work activities which, in the opinion of Service Manager, is un-safe. The *Contractor* may only continue with work activities when all safety deficiencies have been corrected to the Service Manager's satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

The Contractor shall comply with the health and safety requirements contained in the contract tender package (j). These Responsible Persons must be available on Site as and when required

3.2 Environmental constraints and management

1. Policy, Leadership and Commitment

- a) The contractor and or supplier shall have a documented and implemented environmental management system e.g., environmental policy, operational procedures relating to their activities, aspects/impacts register etc.
- b) The contractor shall comply with all Eskom Grootvlei Power Station environmental requirements such as policies, standards, and procedures (work instructions).
- c) The contractor shall appoint personnel in writing with basic Environmental knowledge who will have the responsibilities of implementing all environmental/SHE requirements on a specific contract.
- d) Method statements related to activities that have significant environmental impacts (methodology and approach) illustrating how environmental impacts and risks will be managed.
- e) Station Waste management procedure and color coding shall be always adhered to.
- f) Ensure that all Environmental Requirements are communicated to relevant employees.
- g) The contractor and or supplier shall allocate funds for the implementation of environmental requirements.

2. Legal and Other Requirements

Adherence to the 'Duty of Care' as stipulated in section 28 of the National Environmental Management Act 107 of 2008.

3. Aspects, Impacts, Objectives and Targets

- a. The contractor will need to ensure that all aspects and impacts that can result in negative impacts on the environmental through their operations are identified and documented.
- b. Objectives and targets will need to be established for aspects and impacts that are deemed to be significant. These objectives and targets will need to be documented and conveyed to all contractor personnel.

4. Incident Reporting and Investigation

- a. All incidents shall be managed according to Eskom Environmental incident management procedure-**240-133087117**.
- b. Polluter pays principles shall apply to all *Contractors*. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land and the cost associated with that.

5. Monitoring and Review

- a. Client personnel will conduct regular environmental audits. Contractors are expected to participate and ensure that corrective actions are executed.
- b. Eskom Grootvlei Power Station shall issue non-conformances where there are deviations from Grootvlei Power Station Procedures and any other environmental requirements.
- c. All environmental system documentation, records, reports etc. shall be made available for review when requested.

3.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Method Statement that this organization is so structured that all the requirements of the specification will be properly monitored and controlled. The Method Statement is to be drafted in accordance with the Supplier Contract Quality Requirement Specification (240-105658000).

No work may commence unless the Method Statement and related documents as per Category 4 of the Supplier Contract Quality Requirement Specification (240-105658000) have been evaluated and approved in writing and a copy submitted to the *Employers* Representative.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (240-10565800) and a copy is to be kept in possession or on premises. The *Contractor* shall be subjected to scheduled assessments/audits if Eskom deems it necessary.

The Supplier Contract Quality Requirement Specification (240-105658000) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (240-105658000).

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

The *Contractor* provides the *Employer* with a direct person to deal with, in terms of this contract, should this person be replaced, such information will be conveyed to the *Employer*

5 Working on the Affected Property

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

- a) The *Contractor* shall be required to undergo site induction in order to gain access to site. The affected site is: Grootvlei Power Station
- b) The appointed employees shall be required to undergo a driver evaluation/ Test to obtain permits to drive Eskom vehicles and operate the Fleet construction equipment.
- c) If they are found NOT COMPETENT, they will have to be re-evaluated within 5 days

5.2 Site Regulations

Note that the speed limit on the site is 40 Km/h. The vehicle permit of any persons contravening any traffic act on site is cancelled.

The *Contractor* complies with the Grootvlei Site Regulations, a copy of which is available for perusal at the *Service Manager's* offices.