



NEC3 Term Service Contract (TSC3)

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

and

for **Provision of transportation of Eskom Standby employees, Operating and Protective Services Shift workers, from their residential areas to and from work on a non-exclusive and as and when required basis for A FIVE (5) YEAR PERIOD.**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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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 transportation of Eskom Standby employees, Operating and Protective Services Shift workers work on a non-exclusive and as and when required basis FOR A FIVE (5) YEAR PERIOD.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

| | | |
|-----------|--|--|
| Options A | The offered total of the Prices exclusive of VAT is | |
| | Value Added Tax @ 15% is | |
| | The offered total of the amount due inclusive of VAT is ¹ | |
| | (in words) | |

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)

Capacity

**for the
Employer**

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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)*

(Insert name and address of organisation)
ESKOM LETHABO POWER STATION
PRIVATE BAG X415
VEREENIGING
1930

Name & signature of witness

.....

Date

.....

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

| Clause | Statement | Data |
|--------|--|---|
| 1 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: [Redacted] dispute resolution Option and secondary Options [Redacted] [Redacted] [Redacted] | A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract |
| | of the NEC3 Term Service Contract April 2013 ² (TSC3) | |
| 10.1 | The <i>Employer</i> is (name): Address Tel No. Fax No. | 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 Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg 016 457 5696 |
| 10.1 | The <i>Service Manager</i> is (name): Address Tel Fax | Lerato Monji Lethabo Power Station Deneysville Road Viljoensdrift 011 8003404 |

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

| | | |
|----------|--|---|
| | e-mail | Seabelme@eskom.co.za |
| 11.2(2) | The Affected Property is | Security Entrance, Lethabo Power Station |
| 11.2(13) | The <i>service</i> is | Provision of transportation of Eskom Standby employees, Operating and Protective Services Shift workers, from their residential areas to and from work on a non-exclusive and as and when required basis FOR A FIVE (5) YEAR PERIOD |
| 11.2(14) | The following matters will be included in the Risk Register | <ul style="list-style-type: none"> • Motor Vehicle Accidents • Drivers under the intoxicating substances such as dagga and alcohol • Other road users fail to comply to Road traffic act. |
| 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 | 2 Hours |
| 2 | The Contractor's main responsibilities | (if the optional statement for this section is not used .no data will be required for this section) |
| 21.1 | The <i>Contractor</i> submits a first plan for acceptance within | 2 weeks of the Contract Date |
| 3 | Time | |
| 30.1 | The <i>starting date</i> is. | TBA |
| 30.1 | The <i>service period</i> is | TBA |
| 4 | Testing and defects | No data required for this section of the condition of the contract. |
| 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 | <p>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 and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted</p> |

under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

| | | |
|------|--|---|
| 6 | Compensation events | (If the optional statement for this section is not used, no data will be required for this section) |
| 7 | Use of Equipment Plant and Materials | No data will be required for this section of the <i>conditions of contract</i> |
| 8 | Risks and insurance | |
| 80.1 | These are additional <i>Employer's</i> risks | <p>1. Employees report late on duty due to the Vehicle break downs, fetching employees late and employees overslept</p> <p>2. Personal injuries, near miss, environmental contravention due to noncompliance to legal requirement as per SHE file requirements</p> |
| 83.1 | The <i>Employer</i> provides these insurances from the Insurance Table | as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance). |
| 83.1 | The <i>Employer</i> provides these additional insurances | as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance) |
| 83.1 | The <i>Contractor</i> provides these additional insurances: | |
| 83.1 | The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is | the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx |
| 83.1 | The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of | |
| 83.1 | The minimum amount of cover for | |

| | | |
|-----------|---|--|
| | insurance in respect of 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 for any one event is: | whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>. |
| 83.1 | The minimum limit of indemnity for insurance in respect of 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 for any one event is: | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).. |
| 9 | Termination | There is no contract data required for this section of the conditions of contract |
| 10 | Data for main Option clause | |
| A | Priced contract with price list | |
| 11 | Data for Option W1 | |
| W1.1 | The <i>Adjudicator</i> | the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA). |
| | Address | [•] |
| | Tel No. | [•] |
| | Fax No. | [•] |
| | e-mail | [•] |
| W1.2(3) | The <i>Adjudicator nominating body</i> is: | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body. |
| W1.4(2) | The <i>tribunal</i> is: | arbitration |
| W1.4(5) | The <i>arbitration procedure</i> is | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. |
| | The place where arbitration is to be held is | South Africa |
| | The person or organisation who will choose an arbitrator | |
| | - if the Parties cannot agree a choice or | the Chairman for the time being or his nominee |
| | - if the arbitration procedure does not state who selects an arbitrator, is | of the Association of Arbitrators (Southern Africa) or its successor body. |

12 Data for secondary Option clauses

| | | |
|------------|--|--|
| X1 | Price adjustment for inflation | |
| X1.1 | The <i>base date</i> for indices is Price adjustment for inflation Labour Road Freight 85% Fixed Portion 15% Base Date | A month prior the closing date of the tender The prices will be fixed and firm for the first 20 months of the contractual period and thereafter the following price adjustment will apply SEIFSA L2 A month prior the closing date of the tender |
| X2 | Changes in the law | No data required for this Option |
| X17 | Low service damages | |
| X17.1 | The <i>service level table</i> is in | |
| 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 | the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <i>http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</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 in the <i>Employer's</i> assets and works / maintenance policies available on <i>http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i> |
| 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. |

| | | |
|------------|---|--|
| | | <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and 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 | 2 months 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 | 5 days of receiving the Task Order |
| Z | The additional conditions of contract are | Z1 to Z11 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. Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the contractor, which constitutes or could be constructed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *contractor's* obligation to provide the service or taking any other action appropriate against the *contractor* (including civil or criminal action)
- Z4.2 *Employer* may terminate the contractor's obligation to provide service if the *contractor* (or any member of the *contractor* where the *contractor* constitutes a joint venture, consortium, or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practises.
- Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from an approved data base of the *Employer* as a consequence of such practice.
- Z4.3 Notwithstanding the provisions of core clause 90.2 the procedures on termination in terms this clause are P1, P2, and P4 as stated in the core clause 92 and the amount due is A1 and A3.

Confidentiality

Z5

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.

Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

Z6.1 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.

Z7 Health, safety, and the environment: Add to core clause 27.4

Z7.1 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.
- Quality forms part of the Contractual Requirements that suppliers have to meet thus if required an on-site assessment for the suppliers can be performed by Eskom Quality department, to established whether the submitted documentation/ requirements are the true reflection of the QMS on site. NCR's and defects notifications are issued, the Service provider will acknowledge the receipt within 48 hours and proposes corrective and preventive actions to the client as per the contract response period. The corrective and preventive actions will include the implementation and completion dates.

Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 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.

Z8.2 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.

Z8.3 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.

Z9 Notifying compensation events

Z9.1 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.

Z10 Employer's limitation of liability

Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a judicial management order granted against it.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.

The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.

2. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
3. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left-hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
4. If Marine Insurance is required, the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.

5. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

Annexure B: The *Employer's* panel of adjudicators

The following *persons* listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

| Name | Location | Contact details (phone and Email) |
|------|----------|-----------------------------------|
| | | |
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| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Information about the panel appointment of the selected adjudicator is in -

C1.2 Contract Data

Part two - Data provided by the Contractor

| 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 | N/A |
| 11.2(15) | The Service Information for the <i>Contractor's</i> plan is in: | Refer to Work Scope |
| 21.1 | The plan identified in the Contract Data is contained in: | Refer to Work Scope |
| 24.1 | The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience: | |
| A | Priced contract with price list | |
| 11.2(12) | The <i>price list</i> is in | C2.2 |

11.2(19) The tendered total of the Prices is **AS PER PRICE LIST**

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> | 1 |

C2.1 Pricing assumptions: Option A

The conditions of *contract*

How work is priced and assessed for payment

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

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

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

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).

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14,15 and 73 of the TSC3 Guidance notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the prices is assumed to be fully inclusive of everything necessary to provide the service as described at the time of entering into this contract

1 As the *contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless Defect was due to an employer's risk, the lump sum prices and rates must also include for the correction of defects .

2 If the Contractor has decided not to identify a particular item in the *price list* at the time of the tender cost to the *contractor* of doing the work must be included in, or spread across, the other prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the prices.

3 There is no adjustment to lump prices in the *prices list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *contractor* estimated at a time of tender. The only basis for a change to the prices is as a result of a compensation event. See Clause 60.1

4 Hence the Prices and rates tendered by the contractor by the *contractor* in the *price list* 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.

5 The contractor does not have to allow in his prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1

Format of the *price list*

(From Page 73 of 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.

C2.2 the *price list*

| LABOUR | PER TRIP | PRICE |
|--|----------------------|--------------|
| Bedworthpark, Sharpville | Sedan | |
| | Mini bus (14Seater) | |
| Sebokeng – All Zones & Hostel | Sedan | |
| | Mini bus (14Seater) | |
| Evaton & Evaton West, Small Farms and Beverly Hills | Sedan | |
| | Mini bus (14Seater) | |
| Vaal Township | Sedan | |
| | Mini bus (14Seater) | |
| Sasolburg and outside areas (Zamdela, Vaalpark, Chris Hanie Township) | Sedan | |
| | Mini bus (14Seater) | |
| Vanderbijlpark and surroundings (Bonane, Bophelong & Movango) | Sedan | |
| | Mini bus (14Seater) | |
| Vereeniging, Unitas Park, Sonland Park, Rissiville & Three Rivers | Sedan | |
| | Mini bus (14Seater) | |
| | | |
| Operating Shift Transport | Per month | Price |
| Vereeniging, Sebokeng, Sonlandpark, Three Rivers, Evaton and Sebokeng | Mini Bus (14 seater) | |
| Vereeniging, Sebokeng, Sonlandpark, Three Rivers, Evaton and Steelpark | Mini Bus (14 seater) | |
| Vaalpark, Sasolburg and surroundings, Chri Hani Township, Vaal Township | Mini Bus (14 seater) | |
| Vanderbijl Park, Bedworth Park, Sharpville | Mini Bus (14 seater) | |
| Training Week various areas in Vaal Triangle (Sebokeng, Vereeniging and Steel Park) | Mini Bus (14 seater) | |
| Training Week Sasolburg and surroundings, Vaalpark, Chris Hani Township, Vaal Township | Mini Bus (14 seater) | |
| Training Week Vanderbijl Park, Bedworth Park, Sharpeville | Mini Bus (14 seater) | |
| Protective Services | | |
| Residential areas are Vaal Park, Vaal Township and Sasolburg | Mini Bus (14 Seater) | |
| Residential areas are Vanderbijl Park, Vereeniging and Three Rivers | Mini Bus (14 Seater) | |
| Residential areas are Sebokeng, Redan and Ironsie | Mini Bus (14 Seater) | |
| Unplanned trips per KM: Mini Bus | | |
| TOTAL CONTRACT COST | | |

NOTE: A TRIP IS FROM THE PICK UP POINT TO DESTINATION .ALL OVERHEADS INCLUDED IN THE PRICE (X1-PRICE ADJUSTMENT FOR INFLATION)

NOTE - RESPONSE TIME 1 HOUR

PRICE CONFIRMATION BY A SUPPLIER

**CONTRACTOR'S NAME
DESIGNATION**

SIGNATURE

DATE

PART 3: SCOPE OF WORK

| Document reference | Title | No of pages |
|---------------------------|---|--------------------|
| | This cover page | 1 |
| C3.1 | <i>Employer's Service Information</i> | 1 |
| C3.2 | <i>Contractor's Service Information</i> | vi |
| | Total number of pages | 3 |

Description of the service

The provision of transportation of Eskom standby employees, operating and Protective services shift workers, from the residential areas to and from on a non-exclusive and as when required basis during a five year period.

Transport service for security personnel to homework on a 24 hour basis (Shift roster and on a need basis).

Transportation of Eskom Employees from Sasolburg Town, Zamdela , Amelia, Vaalpark 1, Vaalpark 2, Vaal Township, Vereeniging- Steelpark, Bophelong- Bonani, Vanderbijlpark, Sharpeville-Bedworth park, Three Rivers 1, Three rivers 2, Solandpark, Vaaldrift, Redan, Arcon Park, Beverly Hills, Sebokeng, Boitumelo, Zone17- Zone10 ext2 Sebokeng, Zone 10 Sebokeng, Ironside- Zone 3 – Evaton – Zone 7 to Lethabo Power Station and back for day shift employees, on a daily basis except Saturdays, Sundays and South African Public Holidays, for a period of 5 years.

14-SEATER VEHICLES FOR 3 SHIFTS PER DAY ((Minimum requirement)) Residential areas are Vaal Park, Vaal Township and Sasolburg.

14-SEATER VEHICLES FOR 3 SHIFTS PER DAY ((Minimum requirement)) Residential areas are Vanderbijlpark, Vereeniging and Three River.

14-SEATER VEHICLES FOR 3 SHIFTS PER DAY ((Minimum requirement)) Residential areas are Sebokeng, Redan and Iron Side.

Operating Shift Transport

Four(4) X14 -Seated Minibus with a driver for the Sebokeng /Vereeniging route. The route will comprise - Vereeniging, Sonlandpark, Three Rivers, Beverly Hills Evaton and Sebokeng, Vanderbijl park route and Vaalpark route.

Three (3) x14 -Seated minibus with driver for the training week shifts from various areas in the Vaal Triangle, Vanderbijl Park and Vaalpark. Pick UP 06h00 mornings and drop off in the afternoon, no transport from Fridays to Sunday.

Pick up morning shifts from 05h00, afternoon shift from 13h00 and shift from 22h00, then take the operators home from the 15h10,23h10 and 07h10 for morning, afternoon and night shifts relatively.

Standby Personnel transport

Transportation of standby employees as when required basis.

Call out employees to be transported by sedan or minibus, depending on the number of employees call out.

Standby trips vouchers to be submitted to weekly on Mondays to Fleet.

NON-EXCLUSIVE

For the purpose of this contract "non-exclusive" shall mean:

The Employer shall have the right without limitation and its sole discretion to procure the same goods, works or services from other suppliers at any time during the term of the contract

NOTE:

The service provider to be aware of the set times and routes.it must emphasize to the supplier need punctuality. failure to comply will result in imposing delay damages of 2% up to a maximum of 15% per task order for each complete day of delay.

Note:

- Lethabo Carries out vehicle inspection on a three-monthly basis.
- Vehicles to comply with the National Road Traffic Act 1996,Regulation 213(3)(f)Regulation 252(1)©

VEHICLE /MINIBUSES SPECIFICATIONS

| |
|---|
| Minibus – not older than 2 years (First registration) |
| Minibus – not older than 2 years (First registration) -60 000 KM |
| Minibus – roadworthy certificate |
| Minibus – registration documents |
| Minibus – SABS approved partition board between the passengers and the driver |
| Minibus – seatbelts on all seats |
| Minibus – ABS brakes and the driver passenger |
| Minibus – fully equipped first aid box and fire extinguisher |
| Minibus – tracker/onboard computer system to verify times, routes and km travelled |
| Minibus – No thread tyres – new tyres only -all tyres fitted on a minibus must be the same size, brand and pattern and must be commercial |
| Minibus – to be fitted with reverse alarms -beeper type |
| Sedan not older than 2 years (first registration) sedan four door |
| Sedan less than -50 000km |
| Sedan –roadworthy certificate |
| Sedan –registration document |
| Sedan –ABS brakes and driver and front passenger airbags |
| Sedan –seatbelts for all passengers |
| Sedan – fully equipped first aid box and fire extinguisher |
| Sedan –tracker /onboard computer system to verify times, routes and km travelled |
| Sedan –drivers training (evidence) |

Overtime work:

- Notify the in hours in advance
- It is a specific additional requirement that the various services from the supplier be versatile in nature to adapt to Eskom’s requirements which may ne subject to changes at any time.
- Early response time to instruction from Eskom will be an integral part of this contract and failure of the supplier to co-operate timeously, delay damages will be charged accordingly.
- Eskom reserve the right to deviate from the abovementioned requirements.
- Vehicle maintenance will be the responsibility of the supplier
- All fuel and maintenance of the vehicle/s will be the responsibility of the supplier

- The obligation of the supplier to Employer, in terms of the contract shall at all times have priority above any obligation he may have outside the contract.
 - The supplier shall abide by the detailed timetable and routes which will be supplied and approved by Lethabo Power Station. The Employer shall have the exclusive right to amend the aforesaid timetable and routes from time to time in consultation with the supplier service
 - Any changes to the transport service, agreed to between the Employer and the supplier, may result in a decrease /increase in the number of vehicles required to operate transport service. should an additional vehicle be required; a vehicle of similar condition and capacity be introduced to the fleet.
 - The vehicle is to be used to transport Eskom Employees for Lethabo Power Station. Failure to comply with require/clause will result in a cancelation of a contract.
 - The employer reserves the right to inspect the vehicle at all reasonable times and it is a requirement that the supplier shall maintain the vehicles in a roadworthy condition and the satisfaction of the Employer.
 - The employer's representative shall inspect and asses' vehicles monthly basis
 - The supplier shall be expected to establish and maintain the services required entirely at his own expenses and the Employer shall not be liable for any costs, whatsoever in connection with, or arising out of the establishment, maintenance, or operation of such services
 - The supplier undertakes to provide the replacement of transport services, in the event of the vehicle breakdown, and to ensure that the passengers reach their destination as speedily as possible
 - The supplier undertakes transport to make transport available for any special occasion may be organised by the Employer and to service routes other those stipulated in the contract
- The special service so provided will form part of the regular service rendered by the Supplier and be subject to the conditions as laid in the contract
- The supplier undertakes to limit his service to the predicted number of passengers per vehicle.
 - The supplier shall operate the transportation service in reasonable, proper and efficient manner and shall ensure that his employees are fully authorised and conduct their appointed tasks in a proper workman line manner
 - A fully equipped First Aid Box must be kept in a safe place in the vehicle to be supplied by the supplier.
 - At the end of every month the supplier must furnish the Employer with a detailed statement of all relevant information e.g. trips, additional trips etc
 - Proper records are also to be submitted of all non -schedules journeys and distances
 - The supplier undertakes and guarantees that he is legally authorised. qualified and properly equipped to render the transportation service required and that he 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.
 - The supplier shall at all times be the holder of licences, permits and insurances that may be required in terms of the contract and all applicable Legislations
 - The supplier undertakes to ensure that his driver/s shall at all times adhere to the regulation applicable to the transport of passengers as stipulated in the Road Traffic Ordinance Act 29-1989)

- Certificate of Roadworthiness for each vehicle covered by the Contract must be provided by the Supplier within 7 days of award of contract. Copies of such certificates must be forwarded to the employer's representative, Lethabo Power Station.
- The COF must be from accredited approved testing station
- The supplier shall comply with local and statutory labour laws and agreements.
- The supplier shall comply with all the necessary Eskom Security, site regulations and arrangements
- The supplier shall similarly ensure that his staff abide by such regulations and arrangements.
- If an Ex-Eskom Employees is the driver, the supplier shall prove upfront list for Employer approval
- The supplier's driver shall be tested and evaluated by the Employer for K53 before the contract is awarded. The cost will be for the Employer's account

VEHICLE DRIVERS

The vehicle driver/s must all times be in a possession of a valid Public Transport Permit. The vehicle driver must be able to produce the permit on demand.

- The supplier must notify the Employer's representative of the name of the driver, his address, and Public Driving Permit Number/s
- The driver must always be neat and presentable.

SAFETY OF VEHICLES

The Supplier must ensure before every trip the following:

- The interior and the exterior of the vehicle is examined for any damage or default specifically the brakes.
- The vehicle must be thoroughly searched for suspicious parcels or objects (exterior and interior). It is of utmost importance that the suspicious objects or parcels are reported to the SA Police services immediately. Once objects have been removed the passengers may be transported
- In areas of danger the vehicle driver must remove the vehicle immediately.
- The vehicle must be kept in a safe place when not in use.

2 PROCUREMENT STRATEGY

2.1 TASK ORDERS PROCESS

- The employer's Representative, or his delegate, issue a unique Task Order for transport services required.
- When a task order is issued to the contractor, the contractor must confirm to the Employer's a receipt of thereof

2.2 INTENTIONS OF THE EMPLOYER BEFORE THE COMPLETION

Certificates of Roadworthiness for each vehicle covered by the Contract must be provided by the supplier within (7) days of award of Contract. Copies of such certificates must be forwarded to the Employer's Representative, at Lethabo Power Station.

2.3 PARTICULARS TO BE INCLUDED ON THE SUPPLIER'S TAX INVOICE

- The employer's contract number
- The supplier's Vat Number
- The vehicle registration number
- The Task Order number
- Description of service
- Invoice should reflect the price of each month of services provided and to date cumulatively
- Tax invoices to be delivered to:
Eskom Lethabo Power Station
Accounts Payable Department
Private bag X415
Vereeniging
1930

3 MATERIALS PROVIDED BY THE *EMPLOYER* FOR THE SERVICES

N/A

4 STANDARDS APPLICABLE TO CONTRACT

| DOCUMENT NO. | REV. | TITLE. | APPLICABLE. |
|--------------|------|---|-------------|
| | | | YES/NO |
| PS053 | 1 | Intellectual property | N |
| LBA 00030 | 2 | Safety with which contractors are to conform at the Lethabo Power station | Y |
| LBA 00040 | 0 | Lethabo Environmental Procedure | N |
| LBA 00049 | 0 | Procedure for Commissioning of New/Modified Plant | N |
| LBA 00054 | 1 | Hazardous waste storage and removal procedure | N |
| LBA 00060 | | Change Management Procedure | Y |
| LBA 00067 | 0 | Health, Safety, and environmental Specification for contractors | Y |
| LBA 00085 | 1 | Master Permit to Work for declared major outages | N |
| LBA 00108 | 0 | Contractor's site administration | N |
| LBA 00121 | | OHS Act Auth & Appointments | Y |
| LBA 00135 | 0 | Control & prevention of Asbestos at Lethabo | N |
| LBA 00155 | | SHEP Risk Assessments | Y |
| LBA 00172 | | The use and control of solvents and degreasers | N |
| LBA 00180 | | Lethabo Hot Permit | N |
| LBQ 24003 | | Purchasing -Procurement | Y |
| LBQ 25006 | | Managing contract quality | Y |
| LBQ 35005 | | Compiling & implementing Quality Control Plans | N |
| LBT 00015 | 0 | New or modifications to Electrical Plant Requirements | N |
| LBT 00017 | 0 | Limited Access Register Procedure | N |
| GGR 0992 | | Plant Safety Regulations for Lethabo Power Station | N |
| 36-698 | | Quality Requirements for Engineering and Construction works in GX | N |
| 39-29 | | Framework for developing SHE specs for construction that is specific | N |

5 Drawings and Documentation

- None

6 Constraints on how the contractor provides the Works

National Environmental Act

In carrying out his obligation as a mandatory to the Employer for this contract in terms of the National Environmental Management Act No.107 of 1998, the supplier ensures that he complies with the Act when providing the services or using plant, material, or equipment. The supplier assumes complete responsibility for waste upon collection of the material and indemnifies the Employer against any liability in terms of Chapter 7 (particularly Section 28) of the Act

7 The south African National Road Agency Limited and National Roads Act

The supplier will adhere to the South African National Road Agency Limited and National Roads Act No.7 of 1998 at all times.

ii) Requirements for the program

N/A

iii) Services and other things provided by *Employer*

The *employer* may at his own discretion supply any other Plant and Material as required by the *contractor* to provide the services.

7.1 Supply of electricity

N/A

7.2 Water

- Under no circumstances is the *Contractor* of his employees allowed connecting to any piped services without the permission of the *Employer*.
- The *Employer* makes available free of charge, potable water as required for the purpose of this contract. The *Employer* does not guarantee continuity of supply and in such cases the *Contractor* makes his own provision for standby supplies to maintain continuity.
- The *Employer* makes available, free of charge, demineralized water as required for the works
- The variation of pressure in the water supply, or breakdown in the supply, is not considered grounds for additional time or compensation.

7.3 Compressed Air

- N/A

7.4 Scaffolding

- N/A

7.5 Roads

- All traffic is limited to using existing roads.
- The *Employer* recovers any costs from the contractor that is incurred from the damage caused to underground services, structures, etc .as a result of the *contractor* not using the prescribed routes.

7.6 First Aid Centre

- Ambulance and first aid facilities are available at a fee on site.

7.7 Telecommunications

- The *contractor* arranges with the *Employer* for the use of telecommunication services. The use and the cost associated with the telephone will be for the *Contractor's* account
- Failure to pay the amounts due will result in the *Employer* deducting the amounts from any tax /invoice payment certificates, handed in to the *Employer* for payment

6. SITE SERVICES PROVIDED BY THE CONTRACTOR

SITE PROCEDURE AND REGULATION

8.1 HEALTH AND SAFETY REQUIREMENTS

The *contractor* and his *sub – contractors* ensure at all times compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority.

8.1.1 The contractor acts in accordance with the health and safety requirements stated in the work information.

8.1.2 In carrying out its obligations to the *employer* in terms of this contract; in providing the works; in using plant, materials and Equipment; and while at the site for any reason, the *contractor* complies and procures and ensure the compliance by its employees, agents, subcontractors and mandataries with:

- The provision of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act (“the OHSA”) and
- The Eskom “Health, Safety and Environmental specifications for contractor” document attached to the works information (as amended from time to time) and such other Eskom Safety Regulations as applicable to the Works and are provided in writing to the *Contractor* (collectively “the Eskom Regulations”). The Eskom Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the contractor. *Contractor* complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided: and
- The health and safety plan prepared plan by the contractor in accordance with the SHEQ Requirements.

(The OHSA and the Eskom Regulations are collectively referred to as “SHEQ Requirements”.)

8.1.3 The *contractor*, at all times, considers itself to be the “Employer” for the purposes of the OHSA and shall not consider itself under the supervision or management of the Employer with regard to compliance with the SHEQ Requirement, the *Contractor* shall furthermore not consider itself to be a subordinate or under supervision of the Employer in respect of these matters. The contractor is at all times responsible for the supervision of its employees, agents, subcontractors and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the works in accordance with SHEQ Requirements.

8.1.4 The contractor acknowledges that it is fully aware of the fully aware of the requirement of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient training to ensure they can comply herewith.

8.1.5 The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.

8.1.6 The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall, on request:

- Supply the Eskom Safety Officer copies of minibuses of all Health and Safety committee meetings when he is required to do so.
- Supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto.

8.1.7 The *Employer*, or any person appointed by the *Employer*, may, at any stage during the during of this contract:

- Conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirement, at any off-site place of work, or the site establishment of the *Contractor*;
- Refuse any employee, subcontractor, or agent of the Contractor access to the premises if such person has been found to commit an unsafe act or any unsafe working practise or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- Issue the contractor with a stop order should the Employer become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

8.1.8 The contractor immediately reports any disabling injury as any threats to health or safety of which it becomes aware at the works or on the site of the Employer's Representative.

8.1.9 The contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act Regulations or Safety and operating Procedures.

8.1.10 The contractor appoints a person qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be reachable 24 hours a day

8.1.11 The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety Officer for all matters related to health and safety arrangements and procedures applicable to the works to ensure compliance by it and all employees ,agents ,*subcontractors* or mandataries with the SHEQ Requirements while providing the works in terms of this contract .As such ,the *contractor* confirms that this contract and the relevant Eskom Regulations referred to this contract constitute written agreements and procedures between the contractor and the employer regarding health and safety for the purposes of section 37(2) of the OHSA.

8.1.12 The *Contractor* agrees that the *Employer* is relived of any and all of its responsibilities and liabilities in term of section 37(1) of OHSA in respect of ay acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or Sub-Contractors, to the extent permitted by the OHSA

8.1.13 The *contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss ,costs claims ,demands ,liabilities ,damage ,penalties or expenses that may be made against the *Employer* and/or suffered or incurred by the *Employer*(as the case may be) as a result of any failure of the *contractor* ,its obligations in terms of the clause 16,and /or the failure of the *Employer* to procure the compliance by the *Contractor* ,its employees ,agents ,*subcontractors* and/or mandataries with their responsibilities and /or obligations in terms of or arising from the OHSA.

8.1.14 In carrying out his obligations as the mandatory to the Employer for this contract in terms of the National Environmental Management Act No. 107 of 1998, the contractor

ensures that he complies with the Act when Providing the Services or using PLANT, MATERIAL or Equipment

8.2 SAFETY INDUCTION COURSE

- All the employees of the *Contractor* must attend a safety induction course before they will be allowed to work on the site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.
- A list of employees requiring safety induction must be submitted at least 2 days in advance of arrival on site with the time and date of arrival so that the safety induction can be arranged.

8.2.1 IBI AWARENES TECHIQUES

- “To prevent incidents and ensure continuous improvement of Lethabo Power Station ‘s business performance in all areas affecting safety, reliability, and production, it is expected of all *Contractors* service personnel, to attend a there (3) hour training session on Integrated Business Improvement Awareness, which can be done as soon as work has commenced; This is to ensure familiarisation and use of error -prevention /tools techniques inclusive of, Pre and Post -jobs briefs, Risk Assessments ,Self-checks (STAR principle),job observations, Effective communications e.g. 3- way, questioning attitude, procedural adherence, handovers and other related topics.
- A monthly IBI scorecard to be completed indicating the use of error prevention tools/techniques:
The assigned employee fulfilling the role of IBI representative has to attend the IBI representative’s forum fortnightly, on Tuesdays, duration one hour.
- An IBI representative appointed by the contractor/supplier /consultant to attend the IBI representation forum one (1) hour every Tuesday (forth nightly)
- IBI awareness training will be provided by the Lethabo Power Station Personnel free of charge, course bookings can be arranged by the contacting Rabie Heymans on extension 5094

8.2.2 TRANSPORTATION OF PASSENGERS: OPEN LDV’S:

- No Eskom Employee or contractor would be allowed to transport passengers on the back open light delivery vehicles (LDV’S)
- It is a legal requirement to provide safe transportation of Eskom and Contractor employees - therefore the following will be enforced:
 - All passengers must be transported in a closed vehicle with proper and adequate
 - Seating fitted safety belt for the number of passengers to be transported. No passengers may be transported on the back of the light delivery vehicle (LDV) whether open or closed
 - Tools and equipment must be properly secured
 - Only authorised drivers may transport passengers
 - Proof must be submitted on request in terms of valid roadworthiness’ of the vehicle/s
 - The above must apply to on site and off its transportation of passengers
 - All vehicles to be fitted with airbags and BS brakes

8.2.3 ESKOM LIFE SAVING RULES:

Five Life Saving Rules have been developed that will apply to all Eskom Employees, agents, consultants, and contractors.

- Rule 1: Open Isolate, Earth, Test, Bond, And/or insulate before touch -that is any plant operating above 1000V
- Rule 2: Hook up at heights -no person may work at height where there is a risk of falling
- Rule 3: Buckle up -no person may drive any vehicle of Eskom business /or on Eskom Premises: unless the driver and all passengers are wearing seat belts.
- Rule 4: Be sober (no person is allowed to work under the influence of alcohol and drugs)
- Rule 5: Use a permit to work -when an authorisation limitation exists, no person shall work without the required permit to work.

8.3 LOCAL SAFETY PROCEDURE

- The *Contractor* adheres to all local procedures, A list of procedures are available on request from the employer

8.4 INCIDENTS/ACCIDENTS

- Incidents and accidents must be reported and investigated as detailed in LBA 00030. All incidents must also be reported to the Employer within 24 hours
- First aid must be made available either by the contractor or use can be made of the Lethabo medical centre at a fee. The availability for the contractor's own first aid does not relieve the contractor of his obligation to report the incident in accordance with Lethabo Procedure.

8.5 FIRE PREVENTION

- Fire prevention and protection requirements to which contractors must comply are detailed in LBA00030

8.6 DOCUMENTATION

The *Contractor* is responsible to have the following documentation available on site in accordance with the LBA 00030

- Copies of all site accidents reports forms as requested by the OHS Act
- Copies of minutes of health and safety meetings held on site
- Copies of inspection reports produced by the accident prevention officer

8.7 ACCESS TO AND DEPARTURE FROM THE SITE

- The site is at Lethabo Power Station situated ±18 km south of Vereeniging on the Viljoensdrift -Denesysville Road. Free State access to the site will be via the main security gate only. The Employer informs the contractor of the access procedure, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Contractor* allows in his price and program for delays at the security gate
- The *Employer* reserves the right for its security personnel to search person or vehicles entering or leaving the premises. This includes but is not limited to briefcases and toolboxes.

8.8 TEMPORARY GATE PERMITS

- The *Contractor* provides the *Employer* with the personal details of their staff at least two days to the prior to the occupation date. All names and details to be submitted to the Employer who arranges for all gate permits.