



NEC3 Term Service Contract (TSC3)

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

and [Insert at award stage]
(Reg No. _____)

for **Provision of Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet drivers, for a period of Sixty (60) Months**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

Provision of Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet drivers, for a period of Sixty (60) Months

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 Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet driver services, for a period of Sixty (60) Months

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	R [●]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(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

Date

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*.

Provision of Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet drivers, for a period of Sixty (60) Months

witness

Tenderer's CIDB registration number:

Provision of Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet drivers, for a period of Sixty (60) Months

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**

**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg,
2199**

(Insert name and address of organisation)

Name &
signature of

Date

witness

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

Provision of Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet drivers, for a period of Sixty (60) Months

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 _____

**Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg 2199**

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

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the Employer

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	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 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive Sandton Johannesburg
	Tel No.	[•]

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

Provision of Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet drivers, for a period of Sixty (60) Months

	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	SD. Bosieloa
	Address	Duvha Power Station P.O. Box 2199 Witbank 1035
	Tel	013 691 6542
	Fax	N/A
	e-mail	bosielsd@eskom.co.za
11.2(2)	The Affected Property is	N/A
11.2(13)	The <i>service</i> is	Provision of Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet driver services, for a period of Sixty (60) Months
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information is in	Part 3: Scope of work
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	Immediately
2	The Contractor's main responsibilities	Provision of Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet driver services, for a period of Sixty (60) Months
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	Contract signature date (date of the last party signing the contract)
30.1	The <i>service period</i> is	60 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in

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this Contract Data

5	Payment	
50.1	The <i>assessment interval</i> is	Between the 30th 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 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 <i>mutatis mutandis</i> 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.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> 1. 2. 3.
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

10		Data for main Option clause
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
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	To be known once the dispute arises.
	Tel No.	To be known once the dispute arises.
	Fax No.	To be known once the dispute arises.
	e-mail	To be known once the dispute arises.
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	Eskom Duvha Power Station South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	
12		Data for secondary Option clauses
X1	Price adjustment for inflation	

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<p>X1.1</p>	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p>A month prior totender closing date</p> <table border="1"> <tr> <td>proportion</td> <td>linked to index for</td> <td>Index prepared by</td> </tr> <tr> <td>0.20</td> <td>Labour Table C3</td> <td>Seifsa</td> </tr> <tr> <td>0.65</td> <td>Transport Table L2 (B)</td> <td>Seifsa</td> </tr> <tr> <td>0.15</td> <td>non-adjustable</td> <td></td> </tr> <tr> <td>1.00</td> <td></td> <td></td> </tr> </table>	proportion	linked to index for	Index prepared by	0.20	Labour Table C3	Seifsa	0.65	Transport Table L2 (B)	Seifsa	0.15	non-adjustable		1.00		
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0.20	Labour Table C3	Seifsa															
0.65	Transport Table L2 (B)	Seifsa															
0.15	non-adjustable																
1.00																	
<p>X2</p>	<p>Changes in the law</p>	<p>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</p>															
<p>X17</p>	<p>Low service damages</p>	<p>Late coming of busses after arrival or pick up time- penalty fee per bus</p>															
<p>X17.1</p>	<p>The <i>service level table</i> is in</p>	<table border="1"> <tr> <td>First 30 minutes</td> <td>R5 000.00</td> </tr> <tr> <td>Every 30 minutes thereafter</td> <td>R7 000.00</td> </tr> </table>	First 30 minutes	R5 000.00	Every 30 minutes thereafter	R7 000.00											
First 30 minutes	R5 000.00																
Every 30 minutes thereafter	R7 000.00																
<p>X18</p> <p>X18.1</p> <p>X18.2</p> <p>X18.3</p> <p>X18.4</p>	<p>Limitation of liability</p> <p>The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to</p> <p>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</p> <p>The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to</p> <p>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</p>	<p>R0.0 (zero Rand) the excluded matters is limited to</p>															

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the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies.aspx
From 1 April 2014 To 31 March 2015.aspx
The greater of

- the total of the Prices at the Contract Date and
- the amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles in the Employer's assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies.aspx
- From 1 April 2014 To 31 March 2015.aspx

the total of the Prices other than for the additional excluded matters.

The Contractor's total liability for the additional

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		excluded matters is not limited.
		The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for
		<ul style="list-style-type: none"> • Defects due to his design, plan and 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	3 Months after the end of service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	1 day of receiving the Task Order.
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

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- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety

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of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

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

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

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

Z8 Notifying compensation events

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer’s limitation of liability

- Z9.1 The *Employer’s* liability to the *Contractor* for the *Contractor’s* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor’s* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer’s* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point after the words "against it":

Z10.1 or had a business rescue order granted against it.

Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

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Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum li of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is

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decommissioned.

Z14 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-

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approved asbestos work plan.

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

SUPPLIER DEVELOPMENT LOCALIZATION AND INDUSTRIALIZATION

Supplier's commitments			
Category	Number	Entry Level	Output
Drivers	20	NQF 4	Qualified Bus Drivers

CRIMINAL CLEARANCE/CHECKS FOR CONTRACTORS ACCESSING POWER STATION (NKP)

Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures for the safe performance of work as required in the scope of the contract.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)¹ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name:	

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

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Job

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data including CVs) are in _____ .

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(19)	The tendered total of the Prices is R _____
C	Target contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(20)	The tendered total of the Prices is R _____
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in _____

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PART 2: PRICING DATA

TSC3 Option C

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing assumptions: Option C	2
C2.2	The <i>price list</i>	

C2.1 Pricing assumptions: Option C

1. How work is priced and assessed for payment

Clause 11 in the core clauses and Option C clauses of the NEC3 Term Service Contract (TSC3) state:

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.
		(18) The Price for Services Provided to Date is the Defined Cost which the <i>Contractor</i> has paid plus the Fee.
		(20) 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.

Payments are made at Defined Cost plus Fee (See core clauses 11.2(5), 11.2(6) and 11.2(8)). At the dates stated in the Contract Data, the *Service Manager* calculates the *Contractor's* share in terms of clause 53. If the *Contractor* has been paid more than the equivalent Prices in the Price List for the same work he pays the *Employer* a portion of the over-run (the pain) but if he has been paid less than the equivalent Prices in the Price List he is paid a portion of the under-run (the gain). The Prices in the Price List 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.

2. Function of the Price List

In this Option the Price List is used as a means of arriving at a target price. Clause 54.1 in Option C 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.

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3. 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 related to items of service priced in the *price list*.

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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 *price list* includes 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 *price list* includes 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 *price list* includes 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.

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C2.2 the price list

No	Capacity	Route/Scope of Work	Starting Times	Departure from Duvha Power Station	Estimated km's per return trip. (A)	No of return trips per day (B)	Fixed rate per km (Rands) (C)	Fixed rate per day (Rands)	No of days per months (D)	No of days per week	Monthly total Fixed rate (Rands) = (AxBxCxD)
1	2 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Zone 14 to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	106	1			22	5	
2	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Ext 5 to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	128	1			22	5	
3	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Lynville/Ackerville to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	74	1			22	5	
4	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Plumer street, OK Witbank and Family Pick n Pay to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	78	1			22	5	
5	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Klarinet to Duvha Power Station. Return Trip in the	05h00	16h20	92	1			22	5	

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		afternoon									
6	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Del Judor to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	76	1			22	5	
7	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Eskom Park to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	78	1			22	5	
8	1 X 35 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Tasbet 2 & 3 to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	79	1			22	5	
9	1 X 35 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Tasbet 1, 12 & Duvha Park 1 to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	81	1			22	5	
10	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Duvha Park 1 to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	77	1			22	5	
11	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Reyno Ridge to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	76	1			22	5	
12	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Duvha Park 2 to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	60	1			22	5	

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13	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Jackaroo Park to Duvha Power 1Station. Return Trip in the afternoon	05h00	16h20	56	1			22	5	
14	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Highveld Park & Model Park to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	98	1			22	5	
15	1 x 22 SEATER SEMI LUXURY BUS	Shift Bus transporting Duvha employees Mondays to Fridays from Clewer, Zone 14 to Duvha Power Station. Return Trip in the afternoon	05h00 13h30 21h30	DEPARTURE TIME IS 15 MINUTES AFTER SHIFT CHANGE	112	1			31	7	
16	1 x 22 SEATER SEMI LUXURY BUS	Shift Bus transporting Duvha employees Mondays to Fridays from Lynville, Ackerville to Duvha Power Station. Return Trip in the afternoon	05h00 13h30 21h30	DEPARTURE TIME IS 15 MINUTES AFTER SHIFT CHANGE	103	1			31	7	
17	1 x 22 SEATER SEMI LUXURY BUS	Shift Bus transporting Duvha employees Mondays to Fridays from Reyno Ridge/Ben Fleur, Tasbet 1 & Duvha Park to Duvha Power Station. Return Trip in the afternoon	05h00 14h00 22h00	DEPARTURE TIME IS 15 MINUTES AFTER SHIFT CHANGE	63	1			31	7	
18	1 x 22 SEATER SEMI LUXURY BUS	Shift Bus transporting Duvha employees Mondays to Fridays from Ackerville, Overline, Kwaguqa, Zone 14 & Witbank to Duvha Power Station. Return trip directly after change (Protective Services	05h00 12h45 20h45	DEPARTURE TIME IS 15 MINUTES AFTER SHIFT CHANGE	50	1			31	7	

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		Employees)									
19	1 x 22 SEATER SEMI LUXURY BUS	Shift Bus transporting Duvha employees Mondays to Fridays from Tasbet 1,2 & 3, Witbank & Duvha Park to Duvha Power Station. Return trip directly after change (Protective Services Employees)	05h00 12h45 20h45	DEPARTURE TIME IS 15 MINUTES AFTER SHIFT CHANGE	40	1			31	7	
20	1 x 22 SEATER SEMI LUXURY BUS	Shift Bus transporting Duvha employees Mondays to Fridays from Youth Centre, Eskom Park, Tasbet 2 & 3 to Duvha Power Station. Return Trip in the afternoon	05h00 13h45 21h45	DEPARTURE TIME IS 15 MINUTES AFTER SHIFT CHANGE	82	1			31	7	
21	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Mhluzi to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	98	1			22	5	
22	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Middelburg via club ville, Dennesig, Kanonkop, Aerorand & Town to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	96	1			22	5	
23	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Mhluzi to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	98	1			22	5	
24	1 x 22 SEATER SEMI LUXURY BUS	Shift Bus transporting Duvha employees daily from Mhluzi & Middelburg to Duvha Power Station. Return trip directly after	04h45 12h45 20h45	DEPARTURE TIME IS 15 MINUTES AFTER SHIFT	82	1			31	7	

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		change (Protective Services Employees)		CHANGE							
25	1 x 22 SEATER SEMI LUXURY BUS	Shift Bus transporting Duvha employees daily from Mhluzi & Middelburg to Duvha Power Station. Return trip directly after change	05h00 13h45 21h45	DEPARTURE TIME IS 15 MINUTES AFTER SHIFT CHANGE	82	1			31	7	
26	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Siyanqoba to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	102	1			22	5	
27	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Reyno Ridge/Ben Fleur, Tasbet 1 & Duvha Park to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	63	1			22	5	
28	1 x 22 SEATER SEMI LUXURY BUS	Transporting Duvha employees Mondays to Fridays from Mhluzi to Duvha Power Station. Return Trip in the afternoon	05h00	16h20	98	1			22	5	
29	1 x 22 SEATER SEMI LUXURY BUS	Shift Bus transporting Duvha employees daily from Mhluzi & Middelburg to Duvha Power Station. Return trip directly after change	05h00 13h45 21h45	DEPARTURE TIME IS 15 MINUTES	98	1			31	7	
Total Price per Month											
Total Price per Month for 60 months											

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Ad Hoc Requirements for Maintenance

No	Description	Quantity	Scope of Work	Estimated KM/Month	Rate/KM	Estimated Total amount per month
1	14 Seater Semi Luxury Bus	1	Standby bus in the Witbank area. Transporting Duvha Employees to and from the power station as and when required	9000		
2	14 Seater Semi Luxury Bus	1	Standby bus in the Middelburg area. Transporting Duvha Employees to and from the power station as and when required	9000		
3	14 Seater Semi Luxury Bus	1	Protective Service Employees for coal and main gates extra shift. As and when required	2000		
4	14 Seater Semi Luxury Bus	1	Protective Service Employees for coal and main gate extra shift as and when required	2000		
Total Price per Month						
Total Price for 60 Months						

Provision of Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet drivers, for a period of Sixty (60) Months

Ad Hoc Transport as and when required

No	Description	Quantity	Scope of Work	KMs/Month	Rate per KM	Estimated Total amount per month
1	65 Seater Semi Luxury Bus	1	Transporting employees for social functions	4045		
2	35 Seater Semi Luxury Bus	1	Transporting employees for social functions	4045		
3	22 Seater Semi Luxury Bus	1	Transporting employees for social functions/ extra shift	4045		
4	14 Seater Semi Luxury Bus	1	Transporting trainee (learner/apprentice) to Midrand/ Newcastle, Witbank and various Eskom sites	2500		
5	14 Seater Semi Luxury Bus	1	Transporting trainee (learner/apprentice) to Midrand/ Newcastle, Witbank and various Eskom sites	2500		
6	14 Seater Semi Luxury Bus	1	Transporting trainee (learner/apprentice) to Midrand/ Newcastle, Witbank and various Eskom sites	2500		
Total Price per Month						
Total Price for 60 Months						

Provision of Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet drivers, for a period of Sixty (60) Months

Driver Services Required

No	Description	Quantity	Scope of Work	Rate	Monthly Total
1	Fleet Drivers: Code EC1 SARPBAC	02	Transporting various vehicles and mobile assets for repairs as and when required and collecting them upon completion. Assisting employees during vehicle breakdowns Attending to ad hoc driving tasks, including: <ul style="list-style-type: none"> ○ Transporting vehicles for accessories installation. Collection of vehicle licence discs		
2	Annual Leave Provision	02			
3	UIF & SETA	02			
4	Standby	02	As and when required		
5	Overtime standby @ 1.5	02	As and when required		
6	Overtime standby @ 2.0	02	As and when required		
7	Overtime: Holidays	02	As and when required		
8	Bonus Provision: 13 th Cheque	02	Annually		

Important Note:

Tenderers shall allow in their rates for the cost of all materials, labour, profit, supervision, insurance, toll fees and all other costs which may be incurred in the proper execution of the service. This could also include, but not be limited to, levies payable to any industrial council, associations, the cost of compliance to legislation, Health and Safety, compliance with Labour Legislation, National Road Traffic Act and Legislations, etc. that may be due by the contractor.

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1.	VARIABLE COST
	<p>Include fuel, lubricants, consumables, operating and maintenance.</p> <p>For tender purposes an estimated kilometer per month is reflected in the price list.</p> <p>After contract award the assessment for invoicing of variable cost is determined by multiplying the Variable Cost per km with the Actual Distance Travelled per route during the month of assessment.</p>
	<p>ALL ROUTES: Distance travelled starts from the first pick up point to last drop off as per contract.</p>
	<p>ONLY ACTUAL KILOMETERS WILL BE PAID- NOT ESTIMATIONS</p>
2.	FIXED COST
	<p>Fixed cost contains all cost elements for the services such as depreciation, insurance, staff, salaries etc.</p>

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER’S SERVICE INFORMATION

1 Description of the service

1.1 Executive overview

Provision of Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet drivers, for a period of Sixty (60) Months

Duvha PowerStation is situated approximately 26km from Witbank CBD and 32km from Middelburg CBD.

Vehicle compliance requirements are as follows (not necessarily all required for this specific contract)

<p>a) Buses on a daily basis:</p> <p>65 Seater</p> <p>22 Seater</p> <p>35 Seater</p>	<ul style="list-style-type: none"> ➤ Not older than 3 years – first registration (proof of first registration) ➤ ABS brakes and 3 point emergency locking retractor type seatbelts on all seats ➤ Partition board between the driver and passengers must be fitted and SABS approved certificate must be available on request ➤ Compliance to requirements at commencement of contract with prior inspection
<p>b) Mini Bus (14 Seater)</p>	<ul style="list-style-type: none"> ➤ Not older than 3 years – first registration (proof of first registration) ➤ ABS brakes and 3 point emergency locking retractor type seatbelts on all seats ➤ Partition board between the driver and passengers must be fitted and SABS approved certificate must be available on request ➤ Compliance to requirements at commencement of contract with prior inspection

TIME SCHEDULE TABLE

The pick-up and collection time is stated on the price list

1.2 Employer’s requirements for the service

- 1.1.1 The obligation of the *Supplier* to Eskom Holdings Limited, in terms of the contract shall, always, have priority above any other obligations he may have outside the contract.
- 1.1.2 The Supplier shall abide by the detailed timetable and routes, which will be supplied and approved by Duvha Power Station Eskom Holdings SOC Ltd shall, however, have the exclusive right to amend the aforesaid timetables and routes from time to time in consultation with the Supplier
- 1.1.3 The buses/minibus to be used is for the transportation of Duvha Power Station employees only as defined in the contract. Failure to comply with this clause will result in cancellation of the contract and Eskom Holdings SOC Ltd will not be

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held liable for injuries or any other liabilities whatsoever that may be sustained by passengers other than Eskom Holdings SOC Ltd employees

- 1.1.4 The Supplier must ensure that the buses/minibus are kept neat and clean (interior and exterior) at all times
- 1.1.5 -Eskom Holdings SOC Ltd reserves the right to inspect the busses/minibus/sedan at all reasonable times and it is a requirement that the Supplier shall maintain the busses/minibus in a road-worthy condition and to the satisfaction of Eskom Holdings SOC Ltd
-Buses must go through an ASTRUM test every six months and the Road-worthy Certificates must be submitted to the Employers Representative every six months if busses/mini bus is not compliant they will not be allowed to operate on this contract The Supplier will supply the same standard and make replacement compliant busses/minibus to render the intended service at his own cost Reg 145(1)
- (Applicable 65 seater, 35 seater and 22 seater buses only) Mini bus once every 12 months
- 1.1.6 The Supplier shall be expected to establish and maintain the services required entirely at his own expense and Eskom Holdings SOC Lid shall not be liable for any costs whatsoever in connection with, or arising out of, the establishment, maintenance or operation of such service
- 1.1.7 - The Supplier, on request by Eskom Holdings SOC Lid, shall exchange any of the allocated buses/minibus for a bigger or a smaller bus/minibus depending on the requirement. Should additional busses/minibus be required, buses/minibus of the same make, condition and capacity shall be introduced to the fleet

- New rates, if applicable, will be negotiated between Eskom Holdings SOC Ltd and the Supplier if routes are changed Should the Supplier not be able to comply with this requirement, Eskom Holdings SOC Ltd reserves the right to obtain the amended service from another source and to cancel the specific exchange item of the contract with the Supplier
- 1.1.8 The Supplier undertakes to provide replacement transport (of the same standard and make — bus/mini bus) in the event of a vehicle breakdown, to ensure that the Eskom - employees reach their destination on time
- 1.1.9 All buses provided by the Supplier must be of the same quality and standard. No AMC or Tata buses will be used for Eskom Duvha Power Station
- 1.1.10 The Supplier undertakes to make transport (buses/minibus) available on the request of Eskom Holdings SOC Ltd, Duvha Power Station for any special occasion, which may be organized by Eskom Holdings SOC Ltd. The special service so provided will be subject to the conditions laid down in this contract
- 1.1.11 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, without the prior, written approval of Eskom Holdings Limited
- 1.1.12 All busses provided by the Supplier must be of a Semi Luxury standard and quality as specified in this document

Provision of Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet drivers, for a period of Sixty (60) Months

- 1.1.13 The Supplier undertakes to limit his service to the prescribed number of Eskom passengers per bus/minibus
- 1.1.14 The Supplier shall operate the bus transportation service in a reasonable, proper and efficient manner and shall ensure that his employees are fully authorized and conduct their appointed tasks in a proper and workmanlike manner
- 1.1.15 - The Supplier undertakes and guarantees that he is legally authorized, qualified and properly equipped to render the bus transportation service required and that he is fully conversant with the legal provisions regarding the transportation service to be rendered and undertakes to abide by such legal provisions during the contract
- He shall, at all times, comply with all legal requirements in respect of the required bus transportation service and shall, be the holder of all licenses, permits and insurances that may be required in terms of the contract and all applicable legislation
 - All requisites 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
- 1.1.16 The Supplier acknowledges that he has insurance cover in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, and undertakes to supply Eskom Holdings SOC Ltd with proof of such insurance
- 1.1.17 The bus drivers must at all times be in possession of valid Public Transport Permits The bus drivers must be able to produce their permits on demand, e.g to the Service Manager appointed by Eskom Holdings SOC Ltd
- 1.1.18 Within fourteen (14) days from the date of contract award the Contractor will supply the Employer's Representative of Eskom Holdings SOC Ltd, Duvha Power Station, the following
- names of the bus drivers and certified copies of their PRDP's and identity documents
 - Registration Certificates (busses/minibus) and COF's of Busses/minibus for this contract
 - Road Transportation Permits to transport Duvha Power Station's employees
- 1.1.19 Drivers appointed during the period of the contract must undergo induction before starting with the service and documentation must be submitted to the Service Manager
- 1.1.20 All drivers must be equipped with a cell phone for direct communication between the bus and the depot
- 1.1.21 All buses and minibus must display the 100 kilometer per hour sign at the back of the buses, and minibus. Such sign shall comply with the requirements of standard specification SABS 1329 "Retro-reflective and Fluorescent Warning Signs or Road Vehicles"
- 1.1.22 All drivers will obey all the traffic rules and are not allowed to over speed or dis-obey any traffic regulations
- 1.1.23 Eskom Holdings SOC Ltd reserves the right to terminate additional trips within 24 hours
- 1.1.24 A R5 000 00 (Five Thousand Rand) fine will be payable for late coming of buses for the first half an hour after arrival or pick up time Thereafter it will be R7 000 00 (Seven Thousand Rand) per 30 minutes

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- 1.1.25 All repairs, break downs and services must be carried out by a qualified artisan and according to manufacturer's specifications. It will be the right of the Employers Representative to audit these requirements during the duration of this contract
- 1.1.26 The buses will be inspected before service commencement date on an agreed date between the Employer and Contractor after contract award Eskom technical evaluator to inspect the busses for compliance before start date
- 1.1.27 All vehicles used on this contract must comply with Eskom vehicle safety specification 32-345 and the National Road Traffic Act, 1996 for the term of the contract
- 1.1.28 The Employers representative reserves the right to investigate and remove the driver where unsafe driving has been reported to the Employer
- 1.1.29 The Supplier shall, at his own expense, take all precautions for the protection of life and property on, and about, and in any way connected with the service or equipment and shall indemnify, and keep indemnified, Employer's representative against all losses, claims, demands, proceedings, damages, costs, charges and expenses of whatsoever nature, howsoever arising, in respect of injury to, or death of, any person at any time during the contract period
- 1.1.30 By the 20th of every month, a pro-forma invoice for assessment to be provided to the Services Manager before final invoice for payment
- 1.1.31 Daily Bus Inspection by driver to be kept on file and proof to be provided to Service Manager at monthly meeting. Eskom reserves the right to inspect the buses without pre-arrangement
- 1.1.32 A tracker system will be installed on all buses by Eskom and be removed by end of contract period Eskom will carry the installation cost and monthly fees
- 1.1.33 Proper records are also to be submitted of all scheduled and non-scheduled journeys and distances
- 1.1.34 The shift bus in between trips will be utilized underneath the shift bus kilometers and not as unscheduled kilometers
- 1.1.35 Contingency plans (in case of strikes) must be in place and proof must be submitted to the Services Manager
- 1.1.36 When a vehicle reaches 150 000 km it must be replaced with similar vehicle that comply with all the specifications- contractor expense
- 1.1.37 Vehicles shall be equipped with reflective numbers on front, rear and both sides in order to allow other vehicle drivers and employees to clearly identify the bus from a safe distance Numbering on vehicles will begin with DUVO001T. The cost for reflective numbers shall be carried by the supplier
- 1.1.38 Smoking is not allowed in buses/minibus
- 1.1.39 Toll fees are for the Supplier's account
- 1.1.40 Cessation or restriction of operation due to abnormal environmental conditions (for example, rain, winds, fog), including "Go - No Go" criteria and the responsible person for this decision

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- 1.1.41 All buses/minibus will have the main contractor's signage (emblem) on both sides and at the back. All replacement vehicles will also comply with this requirement.
- 1.1.42 The Contractor shall obey the Eskom Life Saving Rules (non-negotiable health and safety rules and must not be broken under any circumstances)

Rule 1 Open, isolate, test, earth, bond, and/or insulate before touch

Rule 2 Hook up at height

Rule 3. Buckle up

Rule 4 Be sober

Rule 5 Ensure you have a permit to work

Eskom takes a ZERO TOLERANCE stance to violation of these rules
These rules are applicable to all persons entering Eskom premises

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2 Buses operated under the conditions of this contract shall comply with the following

2.1 Maintenance integrity strategy

The contractor will have an effective maintenance strategy in place in accordance with Eskom Standards, and which will be audited from time to time (proof)

This maintenance standard will include

- Formal servicing and maintenance programmes
- Recording of maintenance and evidence trail
- Competent and qualified technical staff to execute the maintenance strategy

Drivers:

The contractor will have an effective and documented Driver Training and Management Strategy in place which will be audited from time to time. This strategy will include

- Training and re-training of staff
- Recording of driver activities and evidence trail

2.2 Provincial road buses

Busses supplied under the conditions of this tender shall comply to the following

Requirements	Description
General	With the requirements of the Compulsory Specification for Motor Vehicles of Category M2 and M3 as published by Government Notice No 245 (Government Gazette No 33059) of 1 April 2010 (as attached)
General	With the latest amended requirements of the Road Traffic Act and Regulations as applicable to the date of first registration of the buses concerned
General	The tilt angle of 28 degrees shall be possible when tested to SANS 20107 or Road Traffic Regulation 262
General	Despite the exclusions permitted in the M2/M3 compulsory specification, the buses shall be fitted with ABS (anti-lock braking systems)
General	All seats shall be forward facing
General	The strength of the seats shall comply with the requirements of UN Reg 80 or SANS 1564 1992 "The strength of seats (and their anchorages) of large passenger buses"
Seatbelts	Seatbelts for the driver and all passengers shall be fitted and shall be of the 3-point emergency locking retractor type, complying with the requirements of SANS 1080 Seatbelt anchorages shall comply with the requirements of UN Reg 14 or SANS 1430 1987 "Motor vehicle safety specification for anchorages for restraining devices in motor vehicles", except that for vehicles of category M3, the indicated test loads shall be supplemented by 6, 6 times the mass of the complete seat
Lighting	Minimum 10 Lux at 20m, to be risk based -Standard OEM headlights required -Standard OEM indicator lights -Standard OEM Reverse lights -Standard OEM Stop lights
Adequate Walkways access	-Steps shall be of the non-slip plate step type with adequate provision for 2 walkways, point contact -Emergency escape exits to comply with national standard
Reversing alarm	Beeper type or OEM reversing alarm must be fitted

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	Minimum Specification 90 dB at 1 m behind the vehicle
Horn	As per OEM specifications
Windscreen Wipers	As per OEM specifications
Equipment Identification	Buses to be equipped with reflective numbers on front, rear and sides in order to allow other vehicle drivers to clearly identify the bus from a safe distance -Minimum size 300 mm x 400mm -Reflective sheeting must be 3m™ Diamond Grade™ DG3 Reflective Sheeting Fluorescent Yellow Green 4083 -Front number to be transparent (As required by local road traffic department)
Reflective tape	3M reflective sheeting / marking film As per Road Traffic Act Front: white Side: Yellow Rear: Red and yellow with chevron which complies with SABS1329 standard specification
ROP's	The strength of the superstructure shall comply with the requirements of UN Reg 66 or SANS 1563
Fire suppression	Minimum standard -Bus to be equipped with 2 x 9 dry powder ABC handheld fire extinguishers -Minibuses to be equipped with suitable fire extinguisher -Fire extinguishers must be easily accessible -Daily and monthly checks to be done
Enclosed and A/C cabs	Buses shall be fitted with effective element heaters that minimise noise and dust pollution
Advance Technology in	On-boarder computer system

3. SAFETY OF BUSES

The contractor must ensure that

Before every trip:

- a) The interior and exterior of the buses are examined for any damage or default, especially the brakes
- b) The buses must be thoroughly searched for suspicious parcels or objects (exterior and interior). It is of utmost importance that suspicious parcel or objects are reported to the SA Police immediately. Once removed, the passengers may be transported. If the suspected parcels or objects are not removed within a reasonable time the Supplier must provide an alternative service
- c) In areas of danger the bus driver must remove the bus immediately
- d) The buses must be kept at a proper enclosed depot when not in use
 - i) Buses must go through a test every six months and proof of this must be submitted to the Employer's Representative
 - ii) All buses used for transporting Duvha Power Station employees will be properly maintained according to manufacturer's specifications and maintained at a proper workshop with qualified artisans

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4. SAFETY ARRANGEMENTS

The Supplier shall, at his own expense, take all precautions requisite for the protection of life and property on, and about, and in any way connected with the service or equipment and shall indemnify, and keep indemnified, Eskom Holdings SOC Ltd against all losses, claims, demands, proceedings, damages, costs, charges and expenses of whatsoever nature, howsoever arising, in respect of injury to, or death of, any person at any time during the currency of the Contract

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

5. MEETINGS AND COMMUNICATION

- Monthly meetings will be held between Employer and Contractor by Eskom
- The Supplier or the Employer gives an early warning by notifying the other as soon as either becomes aware of any matter which could increase the total of the Prices, delay Completion or impair the usefulness of the Services to the Employer The Supplier and the Employer co-operate in making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced

6. HEALTH AND SAFETY, THE ENVIRONMENT AND QUALITY ASSURANCE

6.1 Health And Safety Risk Management

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 2003 (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

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

6.2 Environmental constraints and management

All service providers appointed to render any services within Eskom Duvha Power Station are required to comply with the station's Environmental Management System requirements

NB Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the Contractor shall comply with during the works The service provider together with Eskom's Environmental practitioner shall sign in the Environmental Agreement Register to indicate that the agreement Is reached

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The service provider shall then commence with the works but paying inordinate attention towards Implementing the relevant legal and other requirements measures as agreed in the register Failure to comply with this agreement may ultimately lead to the termination of this contract This requirement shall also be clearly stipulated in the NEC contracts between Eskom Duvha Power Station and any service providers

it should always be noted that Duvha Power Station is 18014001 certified and therefore promotes Integrated Environmental Management (EM) philosophy which aims to achieve a desirable balance between conservation and development All activities taking place within Duvha Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance The Contractor must consult with Duvha Environmental section on a regular basis for on-going assistance and advices

The EMS shall clearly cover the following areas as per ISO 14001,

- Environmental policy
- Environmental legal and other requirements
- Risk Assessments/Aspects & Impacts Register
- Improved management of monitoring and measurement documentation (e.g. devices calibration certificates)
- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS
- Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc (either provided by the Contractor or by Service Manager) as well as emergency preparedness and response procedures/plans
- The contractor shall continually evaluate the compliance to legal requirements (eg sewage treatment plant permits and other applicable legislation), this should also be documented within the monthly environmental site inspections reports
- Duvha Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents
- Contingency plans

Environmental Management Programmes

- Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved

Audits

Audits covering various Environmental aspects, Safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc

7. QUALITY ASSURANCE REQUIREMENTS

The Contractor shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58) The Quality documents are to be submitted for approval to the Project Manager within thirty (30) days after a contract has been awarded to the Contractor

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to the Project Manager

The Contractor, in conjunction with the Project Manager must sign off all Quality Control documents after completing all work as per the agreed scope The Contractor to submit a

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copy of the final signed off documents/data packages to the Project Manager within one (1) week after completion of work

The Contractor shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QMS58) and a copy is to be kept in possession or on premises

The Contractor shall comply with all Employer's requirements as set out In QN-58 (Supplier Contract Quality Specification)

The Contractor further ensures that the subcontractor's programmes comply with the requirements of the Service Information

The Contractor notifies the Service Manager of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and subcontracts

The Supplier Contract Quality Requirement Specification (QM58) 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 (QM58)

Contract Quality Management Plan Requirement:

The Contractor prepares a contract quality management plan that, where appropriate, indicates the following

- Indicates the interface with the Contractors quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the Contractor and the Service Manager in respect of quality and the integration of such with the prescribed contract communication channels
- indicates how specific subcontractors will be monitored
- Identifies items or activities for which quality control plans will be prepared
- Identifies the specifications, drawings and acceptance criteria for material for which quality control plans are not required
- Identifies the areas or processes requiring special controls
- Identifies the Contractor's Management Representative and personnel responsible for the control of quality activities and their relationship to the Contractor's management structure
- Identifies the documents which are to be submitted to the Service Manager
- Indicates the Contractor's quality monitoring programme

The Contractor periodically updates the contract quality management plan to reflect changes in any of the above details The frequency of such updates s determined by the Service Manager but will not be greater than one year

Quality Control Plan

The Contractor's or Subcontractor's quality control plans cover inspection and test proposals for items or activities to be supplied as part of the service

The quality control plan indicates the following as appropriate

- The identification of the item
- A list of the sequence of operations including inspections and tests

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- The identification of the specification, drawings or procedures for each operation
- The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number
- The inspections and tests the Contractor has nominated for hold and witness points
- Provision for inspections and tests nominated by the Service Manager
- Provision for inspection status indication
- Inspection and test records which are generated by the Contractor
- Competence of the people-Level II welding inspector, Coded welders, N3 Fitters /Boiler makers
- Personnel qualifications from approved training and accredited institute
- ITPs and welding procedures
- Material certificates
- Organogram indicating the quality person and his/her duties
- Adhere to the QM58
- Follow the Eskom welding rule book

The quality control plans are reviewed by the Service Manager to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work The Contractor does not commence work until the Service Manager accepts

The Contractor shall comply with

- a) The Occupational Health and Safety Act, 1993, and all Regulations made there under
- b) All Employer Safety and Operating Procedures, which are attached hereto

The Contractor acknowledges that he is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith

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

The Contractor shall appoint a person who will liaise with the Employer Safety Officer responsible for the premises relevant to this contract The person so appointed shall on request

- a) Supply the Employer Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever he is required to do so
- b) Supply the Employer 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 Employer Safety Officer of any changes thereto

Employer may, at any stage during the currency of this agreement be entitled to

- a) Do safety audits at the Contractor's premises, its workplaces and on its employees
- b) Refuse any employees, sub-Contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act
- c) Issue the Contractor with a work stoppage order or a compliance order should Employer become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the Contractor or any of its Employees, sub- Contractors or agents Stoppages of this nature will not constitute a compensation event

List of minimum statutory appointments required (where applicable), as required by the OHS Act

OHS Act, Section 16(2) Employer

Provision of Bus Transportation Services for Eskom Duvha Power Station Employees on a daily basis to and from Duvha Power Station from the various areas (Witbank and extensions, Middelburg and extensions, including general work shifts, shift workers and unscheduled trips) and Duvha based Fleet drivers, for a period of Sixty (60) Months

OHS Act, Section 17 Health and Safety Rep
 OHS Act, GAR 9 Incident investigation
 OHS Act, GSR 3 First Aiders

Safety Officer

- Develop and Maintain a Safety Risk Programme
 - Administer the safety incident reporting systems and check that the reporting, recording and investigation systems are in compliance with statutory and all Generation mandatory requirements
 - Coordinate Safety Training Programme
 - Implement a marketing programme to create a safety awareness amongst all employees
 - Perform any other legitimate activity as required
- The safe work procedures as laid down by Duvha Power Station and as determined by the Risk Assessment, shall be followed
 - The workers register and cautionary notices are discussed daily with workers

8. Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate. No invoices to be handed to an individual, only per the address arrangement below.

- No invoices to be handed to an individual. There is no need for *Service Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.
- Invoices must be delivered to the Eskom Documentation Centre (email to: Invoiceseskomlocal@eskom.co.za) as this will speed up the payment process and ensure that invoices are not lost and payments delayed.
- Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
- Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

Invoices to be addressed to:
 Eskom Holdings SOC Ltd
 Reg. No. 2002/015527/30
 Kriel Power Station
 Accounts Payable
 Private Bag X5009, Kriel 2271
 Email to: Invoiceseskomlocal@eskom.co.za

The *Contractor* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs.

Contractor is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms. The following information to be reflected on each invoice:

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

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Contractor is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

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Service related invoices

- a) Once the *service* have been delivered/completed both parties have to agree that the *service* has been delivered/completed successfully prior to invoicing
- b) An assessment payment certificate must be completed between the *Contractor* and *Service Manager* according to the *service* performed. Both parties have to sign the assessment/certificate
- c) A copy of assessment/payment certificate must be obtained by the *Contractor* to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice
- d) *Service Manager* performs a service entry and Goods Receipt on the SAP system. (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)
- e) *Service Manager* will forward the Service entry and Goods Receipt Note number to the *Contractor* within 3 working days after the service has been rendered and the Assessment/Payment certificate signed
- f) *Contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre.

Goods Delivered Invoices

- a) Once the Goods are delivered, the *Service Manager* performs a Goods Receipt on the SAP system. (The delivery note is used as source document for Goods Receipt. The invoice should not be used as a delivery note)
- b) *Service Manager* will then forward the Goods Receipt note to the Vendor immediately or within 3 working days after the Goods are delivered.
- c) Vendors must then forward the Invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

Invoices linked to commodity prices

- a) The requirements are the same as for Goods Delivered Invoices.
- b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment).
- c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA.
- d) The relevant Eskom Department will then complete the CPA calculation sheet and forwards it to the Eskom Documentation Centre.

General Information related to Eskom Invoices

- a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or handwritten on the invoice).
- b) Eskom Purchase Order number must appear on invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once-off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
- g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
- h) No pro-forma invoices will be accepted.
- i) *Contractor* cannot be utilized by Eskom more than 3 times without a contract being established.

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Note:

Invoices must be delivered to the Eskom Documentation Centre, as this will speed up the payment process and ensure that invoices are not lost and payments delayed. There is no need for *Service Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.

Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).

Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis

Task Order No. _____ *service*
 To:.....
(Contractor)

I propose to instruct you to carry out the following task:

Description

Starting date

Completion Date

Delay damages per week

Please submit your price and programme proposals below.

Signed: _____ Date _____
 (for Employer)

Total of Prices for items of work on the Price List (details attached)	R.
Total of Prices for items of work not on the Price List (details attached).	R.
Total of the Prices for this Task Order	R

The programme for the Task is[ref] (attached)
 Signed: _____ Date _____
 (for Contractor)

I accept the above price and programme and instruct you to carry out the Task
 Signed: _____ Date: _____
 (for Employer)