



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 Shuttle and Plant Operator Services at
Tutuka Power Station for a Period of 60 Months**

Contents:	No of pages
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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	[•]

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 Shuttle and Plant Operator Services at Tutuka Power Station for a Period of 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	The offered total of the Prices 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
witness

Date

Tenderer's CIDB registration number:

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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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

Power Station General Manager

**for the
Employer**

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

Name &
signature of
witness

Date

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

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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	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:**For the Employer**

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)*Name &
signature
of witness

Date

Power Station General Manager*Eskom Holdings SOC Ltd, Megawatt Park,
Maxwell Drive, Sandton, Johannesburg*

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	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.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The <i>service</i> is	Provision of Driver and Plant Operator Services

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

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at Tutuka Power Station for a Period of 60 Months

11.2(14)	The following matters will be included in the Risk Register	• Operator error resulting in injury, fatalities, or equipment damage • Non-compliance with occupational health and safety legislation • Use of unlicensed, uncertified, or medically unfit drivers/operators • Vehicle or plant breakdowns causing disruption to employee shuttle services • Failure to comply with Eskom fleet management policies and site safety requirements • Labour or Community Unrest
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Five working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	Co
30.1	The <i>service period</i> is	Sixty (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 this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	on the 15th day of each month or the next working day if the 15th fall on a weekend or public holiday.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	60 days.
51.4	The <i>interest rate</i> is	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

(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 *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	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	None
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	Four 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	[•]
	Tel No.	[•]

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Fax No. [•]

e-mail [•]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Mpumalanga, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation	• Prices shall be fixed and firm for the first sixteen (16) months from the base date, after which the prices shall be adjusted in accordance with the agreed indices.		
X1.1(a)	The <i>base date</i> for indices is	One month prior to tender closing date.		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0.15	non-adjustable	
Total	1.00			
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Appendix A		

X18	Limitation of liability
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to the amount of the deductibles relevant to the event
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for
X18.5	The <i>end of liability date</i> is the end of the <i>service period</i>.
X19	Task Order
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within The same 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.
- 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 of persons in and about the execution of the *service*. Without limitation the *Contractor*:

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

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.

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 <i>Contractor</i> 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 <i>Contractor</i> , 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.

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.

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- 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

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 limit of indemnity
Assets All Risk	Per the insurance policy document

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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 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

PROVISION OF DRIVERS AND PLANT OPERATORS AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS

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 *Employer's* 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-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.

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Z15 Security Clearance/ Criminal Checks

These clauses are not only, but are especially, applicable for accessing critical infrastructure in terms of the Critical Infrastructure Protection Act, 2019 (previously referred to as National Key Points), but may include other sites, and/or where persons are rendering a service or have given notice of intention to render a service to an organ of state, which service may (1) give him or her access to classified information and intelligence in the possession of the organ of state; or (2) give him or her access to or information concerning areas designated as critical infrastructure.

- Z15.1 The Contractor and its subcontractors implement risk and security management processes and measures to mitigate any threats against any premises, installations or sites, systems, or information of the Employer with only persons with criminal verification record security clearance certificates being given access after verification of these and identifying documents by the Employer's security system.
- Z15.2 The Contractor provides, at the Contractor's cost, to the Employer, criminal verification record security clearance certificates for each person the Contractor or its subcontractors requires to access any premises, installations or sites, systems, or information of the Employer, with copies of their identifying documents, such as passports, before allowed such access by the Employer. The Employer's refusal to allow access to premises, installations or site/s, systems or information is at the Employer's sole discretion and is not a compensation event.
- Z15.3 The criminal verification record security clearance certificates provided are to have been issued by a service provider which is to be a reputable screening company accredited by the South African Police Services, are to be no older than four weeks since issue and valid for as long as each person is required to access premises, installations or sites, systems or information. The Employer may require updated certificates and identifying documents every 26 to 52 weeks, subject to safety and security concerns and the risk rating of the works or services undertaken and/or premises, installations or sites, systems or information.
- Z15.4 If any such criminal verification record security clearance certificates is cancelled, withdrawn, invalidated, amended, or expires, or a criminal conviction is noted against any person requiring access, even if an appeal against the criminal conviction has been noted, the Project Manager may instruct the Contractor to ensure that such person leaves the premises, installations or site/s and is blocked from systems and information and the giving of this instruction is not a compensation event.

Z16 Protection of Personal Information Act Compliance

- Z17.1 For the purposes of this clause, the terms "Data Subject", "Personal Information", "Processing" and "Regulator" and "Responsible Party" have the meanings given to them in the Protection of Personal Information Act, 2013 ("POPIA").
- Z17.2 Each Party acknowledges that it is an independent Responsible Party in relation to the Personal Information processed in terms of this contract ("Shared Personal Information") and that it determines the purposes for which and the manner in which the Shared Personal Information is, or is to be, processed.
- Z17.3 Each Party shall always comply with POPIA when performing its obligations under this contract and shall not perform any of their respective obligations under this contract in such a way as to cause the other Party to breach any of that other Party's obligations under POPIA.
- Z17.4 Each Party shall ensure that, in respect of all Shared Personal Information provided to the other Party and in respect of the use of that Shared Personal Information under this contract:-
- Z17.4.1 all necessary fair Processing notices have been provided to and consents obtained from Data Subjects by that Party, where required, in terms of POPIA, including to specify that the other Party is also a Responsible Party in respect of the Data Subject's Personal

PROVISION OF DRIVERS AND PLANT OPERATORS AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS

Information and to provide a link (for example, <https://www.eskom.co.za/about-eskom/website-terms-and-conditions/>) to the other Party's Privacy Statement or to include a statement that the other Party's Privacy Statement can be found on the other Party's corporate website; and

- Z17.4.2 all necessary steps have been taken to ensure that Shared Personal Information has been collected and processed in accordance with the principles set out in POPIA, including in particular those relating to:
- lawful, fair and transparent Processing;
 - specified, legitimate and explicit purposes of Processing; and
 - adequate, relevant and not excessive Processing.
- Z17.5 If either Party receives any complaint, notice or communication from the Regulator which relates directly to:
- Z17.5.1 the other Party's Processing of the Shared Personal Data; or
- Z17.5.2 a potential failure by the other Party to comply with POPIA in respect of the activities of the Parties under or in connection with this contract, it shall, to the extent permitted by law, promptly notify the other Party and provide such information as it shall reasonably request in that regard.
- Z17.6 If a Data Subject makes a written request to either Party to exercise any of their rights under POPIA, the receiving Party shall respond to that request in accordance with POPIA. To the extent the request concerns Processing of Shared Personal Information undertaken by the other Party, the receiving Party shall:
- Z17.6.1 promptly and without undue delay forward the request to the other Party; and
- Z17.6.2 cooperate and provide reasonable assistance in relation to that request to enable the other Party to respond in accordance with POPIA.
- Z17.7 Each Party acknowledges that the other Party may disclose Shared Personal Information to any Regulator or law enforcement authority with jurisdiction to request access to the Shared Personal Information.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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)³ 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: Job: Responsibilities: Qualifications:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

PROVISION OF DRIVERS AND PLANT OPERATORS AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS

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	

PART 2: PRICING DATA
TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	[•]
C2.2	The <i>price list</i>	[•]

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A 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 A;
- Understands the function of the Price List and how work is priced and paid for;
- 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

PROVISION OF DRIVERS AND PLANT OPERATORS AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS

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.

- **Format of the *price list***

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the *price list*

PROVISION OF SHUTTLE AND YELLOW PLANT OPERATORS FOR A PERIOD OF 5 YEARS AT TUTUKA POWER STATION							
NORMAL WORKING HOURS RESOURCES: 7AM-4:15PM							
No.	Description of Resource	Number of resources	Duration in months	Number of Monthly Hours	Unit of Measure	Rate (ZAR)	Amount (ZAR)
1.	Assistant Fleet Officer	1	60	173	Hour		
2.	Driver Supervisor	1	60	173	Hour		
3.	Clerk	2	60	173	Hour		
4.	Secretary	1	60	173	Hour		
5.	EC (code 14) Licenced Bus Drivers with Yellow Machine Operator Permit	8	60	173	Hour		
6.	Assistant Officer Catering	1	60	173	Hour		
AD-HOC/"AS AND WHEN" REQUIRED RESOURCES							
No.	Description of Resource	Quantity	Duration in months	Number of Monthly Hours	Unit of Measure	Rate	Amount
7.	Forklift Operator	1	60	80	Hour		
8.	TLB Operator	1	60	80	Hour		
9.	Bobcat Operator	1	60	80	Hour		

PROVISION OF SHUTTLE AND PLANT OPERATOR SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS

10.	Garbage Truck Operator	1	60	80	Hour		
11.	Haz-chem/drop side truck Operator	1	60	80	Hour		
12.	Tractor Driver	1	60	80	Hour		
13.	Vacuum Truck Driver	1	60	80	Hour		
OVERTIME: NORMAL WORKING HOURS RESOURCES NORMAL WORKING DAYS AND SATURDAYS @1.5X							
No.	Description of Resource	Quantity	Duration in months	Number of Monthly Hours	Unit of Measure	Rate	Amount
14.	Assistant Fleet Officer	1	60	10	Hour		
15.	Driver Supervisor	1	60	10	Hour		
16.	EC (code 14) Licenced Bus Drivers with Yellow Machine Operator Permit	8	60	10	Hour		
17.	Secretary	1	60	10	Hour		
18.	Clerk	1	60	10	Hour		
19.	Assistant Catering Officer	1	60	10	Hour		
OVERTIME: AD-HOC/ "AS AND WHEN" REQUIRED RESOURCES WORKING DAYS AND SATURDAYS @1.5X							
No.	Description of Resource	Quantity	Duration in months	Number of Monthly Hours	Unit of Measure	Rate	Amount
20.	Forklift Operator	1	60	10	Hour		
21.	TLB Operator	1	60	10	Hour		

PROVISION OF SHUTTLE AND PLANT OPERATOR SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS

22.	Bobcat Operator	1	60	10	Hour		
23.	Garbage Truck Operator	1	60	10	Hour		
24.	Haz-chem/drop side truck Operator	1	60	10	Hour		
25.	Tractor Driver	1	60	10	Hour		
26.	Vacuum Truck Driver	1	60	10	Hour		
OVERTIME: NORMAL WORKING HOURS RESOURCES PUBLIC HOLIDAYS AND SUNDAYS @2X							
No.	Description of Resource	Quantity	Duration in months	Number of Monthly Hours	Unit of Measure	Rate	Amount
27.	Assistant Fleet Officer	1	60	5	Hour		
28.	Driver Supervisor	1	60	5	Hour		
29.	Clerk	2	60	5	Hour		
30.	Secretary	1	60	5	Hour		
31.	EC (code 14) Licenced Bus Drivers with Yellow Machine Operator Permit	8	60	5	Hour		
32.	Assistant Officer Catering	1	60	5	Hour		
OVERTIME: AD-HOC / "AS AND WHEN REQUIRED RESOURCES PUBLIC HOLIDAYS AND SUNDAYS @ 2X							
No.	Description of Resource	Quantity	Duration in months	Total hours per month	Unit	Rate	Amount
33.	Forklift Operator	1	60	5	Hour		

PROVISION OF SHUTTLE AND PLANT OPERATOR SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS

34.	TLB Operator	1	60	5	Hour		
35.	Bobcat Operator	1	60	5	Hour		
36.	Garbage Truck Operator	1	60	5	Hour		
37.	Haz-chem/drop side truck Operator	1	60	5	Hour		
38.	Tractor Driver	1	60	5	Hour		
39.	Vacuum Truck Driver	1	60	5	Hour		
ANNUAL SCOPE						Rate	Amount
40.	PPE (Twice a year)	21	5	2	Twice a year for 21 employees.		
41.	Medicals	21	5	1	Once a year for 21 employees		
ONCE OFF SCOPE						Rate	Amount
42.	Safety File	1			Each		
43.	Police Clearance	21			Each		
MONTHLY SCOPE						Rate	Amount
44.	Transport h-w-h per day (2 x 14 seaters) for "normal hours resources" (Standerton Various Areas to Tutuka Power Station	2	60	0	Month		

PROVISION OF SHUTTLE AND PLANT OPERATOR SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS

	and back to Standerton Various Areas)						
45.	1 x LDV single cab @500 km per week (as and when required) (2167 KM per Month)	1	60	2167	Km		
GRAND TOTAL							<u>R0.00</u>

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Tutuka Power Station requires the services of a Contractor to provide suitably qualified, competent, and certified drivers and yellow plant operators for the operation of business-owned buses, minibuses, and yellow plant equipment, including TLBs, forklifts, vacuum trucks, and bobcats, in support of employee transportation and ongoing operational activities within the station environment on a continuous basis, in compliance with applicable licensing requirements, occupational health and safety legislation, and Eskom fleet management policies over a period of sixty (60) months.

1.2 Employer's requirements for the service

1.2.1 Description of the Works

The Works comprise the provision of suitably qualified, competent, and certified personnel in accordance with the requirements set out in this Scope of Work and all applicable compliance obligations. This includes ensuring that all appointed personnel meet the required licensing, authorisation, medical fitness, and competency standards necessary to perform their duties safely and effectively in support of operational activities.

The Contractor's personnel shall operate Employer-owned or Employer-hired vehicles and plant, including but not limited to:

- Minibuses, midi buses, and mega buses
- TLBs, forklifts, vacuum trucks, hazardous goods trucks, cherry pickers, garbage trucks, tipper trucks, and bobcats

The Contractor shall provide and maintain the following suitably qualified and competent resources as listed on Table 1 below for the execution of the Services at Tutuka Power Station.

1.2.2 Contractor's Personnel:

No.	Description of Resource	Quantity
1.	Assistant Fleet Officer	1
2.	Assistant Officer Catering	1
3.	Driver Supervisor	1
4.	Clerk	2
5.	Secretary	1
6.	EC (code 14) Licenced Bus Drivers with Yellow Machine Operator Permit	8
7.	Forklift Operator	1
8.	TLB Operator	1
9.	Bobcat Operator	1
10.	Garbage Truck Operator	1
11.	Haz-chem/drop side truck Operator	1
12.	Tractor Driver	1
13.	Vacuum Truck Driver	1
	Total	21

1.2.3 Roles and Responsibilities

1.2.3.1 Drivers and Plant Operators

The Contractor shall ensure that drivers and plant operators perform the following activities in a competent, safe, and compliant manner:

- Conduct pre-operation checks on all vehicles for roadworthiness and report any defects immediately. This includes filling in and submitting weekly vehicle Plant Maintenance order
- Complete vehicles check sheets accurately and submit as required.
- Complete logbooks and trip sheets and submit to fleet office for record keeping
- Keep track of fuel records and submit fuel records to the fleet office for records keeping
- Ensure vehicles are refuelled on time
- Monitor mileage and service intervals and report when maintenance is due
- Safeguard vehicle keys, fuel cards, and fleet documents
- Report traffic fines, incidents, and breakdowns
- Support breakdown or emergency response where required
- Hand over vehicles properly between shifts or users
- Ensure no unauthorised use of fleet vehicles
- Follow assigned schedules, routes, and dispatch instructions
- Assist with moving fleet vehicles within site or between departments
- Participate in toolbox talks, safety briefings, and compliance checks
- Complete and submit timesheets in accordance with contractual and administrative requirements.
- Report any damages, incidents, or accidents immediately to the fleet department and the relevant authority.
- Always perform driving and/or equipment operation in a safe and professional manner.
- Ensure that Eskom vehicles are not used for private purposes and that no unauthorised personnel are transported; drivers and operators shall familiarise themselves with and comply with Eskom Fleet Policy.
- Comply with the Road Traffic Act and associated regulations; drivers shall be personally liable for any traffic fines incurred.
- Collect and deliver vehicles for servicing, repairs, licensing,
- Obtain collection or delivery notes from suppliers and submit them to the administration office as required.
- Shuttle Drivers and operators to work in accordance with the Fleet Department and Operations roster. Where additional resources are required, drivers shall perform overtime as directed.
- Provide shuttling services for Tutuka Power Station employees in both East and West Gates
- Perform standby duties for urgent transport requirements
- Assist with yellow plant or specialised vehicle movement where authorised
- Ensure vehicles meet site safety requirements before entering operational areas

1.2.3.2 Clerks and Assistant Fleet Officer:

The Contractor shall ensure that Clerks and the Assistant Fleet Officer perform the following activities in a competent, safe, and compliant manner:

- Perform all the fleet administration and daily coordination activities as required by Tutuka Power Station Fleet Department
- Maintain accurate fleet records for all vehicles, drivers, licences, insurance, services, and repairs

PROVISION OF SHUTTLE AND PLANT OPERATOR SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS

- Capture and update vehicle information
- File and control logbooks, trip authorisations, inspection sheets, and fuel records
- Monitor vehicle licence expiry dates, COFs, permits, and insurance renewals
- Schedule vehicles for servicing, maintenance, repairs, and inspections
- Process job cards, quotations, invoices, and service provider documents
- Record vehicle breakdowns, accidents, damages, and repair history
- Reconcile fuel transactions and report irregularities
- Monitor driver checklists and ensure defects are reported for action
- Follow up with workshops, suppliers, and service providers on outstanding work
- Assist with fleet inspections and compliance checks
- Communicate with drivers and users regarding bookings, availability, and vehicle status
- Report non-compliance, misuse of vehicles, and missing documentation

1.2.3.3 Driver supervisor:

The Contractor shall ensure that the Driver Supervisor perform the following activities in a competent, safe, and compliant manner:

- Supervise and coordinate the daily activities of drivers and yellow plant operators
- Allocate vehicles, buses, minibuses, and yellow plant equipment according to operational requirements
- Prepare and manage daily transport and equipment schedules
- Ensure that drivers and operators report for duty on time and are fit for work
- Verify that only authorised, licensed, and competent personnel operate vehicles and yellow plant
- Monitor compliance with Eskom policies, site rules, road traffic legislation, and safety requirements
- Conduct and oversee pre-trip inspections of vehicles and yellow plant equipment
- Ensure defects, breakdowns, and unsafe conditions are reported promptly and followed up for corrective action
- Monitor driver behaviour, operator conduct, and adherence to safe work procedures
- Ensure logbooks, trip sheets, inspection checklists, and usage records are completed accurately
- Coordinate employee shuttle services to ensure safe and reliable transport
- Supervise the movement and utilisation of yellow plant equipment in support of operations and maintenance activities
- Liaise with the fleet department, supervisors, maintenance teams, and end users regarding vehicle and equipment availability
- Monitor plant and vehicle utilisation, and report irregularities
- Investigate and report incidents, accidents, damages, misuse, or non-compliance
- Ensure that all vehicles and yellow plant are used only for authorised purposes
- Support the scheduling of maintenance, servicing, and repairs for vehicles and equipment
- Conduct toolbox talks, safety briefings, and daily instructions with drivers and operators
- Manage timesheets, absenteeism, leave, shift handovers, and replacement arrangements for drivers and operators
- Escalate operational challenges, performance concerns, and safety issues to the Fleet Officer
- Maintain discipline and ensure service delivery standards are achieved

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1.2.4 General Requirements

- The Contractor shall ensure full compliance with all statutory, regulatory, and Eskom requirements in the execution of the Works. All personnel appointed under this contract shall meet the minimum legal and safety requirements prior to deployment and for the duration of the contract.
- Tutuka Power Station is designated as a National Key Point (NKP) and the Contractor shall ensure full compliance with all associated security protocols.
- Further to the above, the Contractor shall, as a minimum, ensure compliance with the following:
 - All personnel shall undergo and maintain valid medical surveillance certificates confirming fitness to perform their duties safely in a high-risk operational environment.
 - All personnel shall be subjected to valid police clearance checks prior to appointment to ensure suitability for work within a critical infrastructure environment.
- The Contractor shall ensure that all employment practices comply with applicable labour legislation, including lawful appointment, valid contracts of employment, and adherence to fair labour practices.
- The Contractor shall ensure that all employees are properly registered with the Unemployment Insurance Fund (UIF) and that all statutory contributions are maintained and up to date.
- The Contractor shall comply fully with the provisions of the BCEA, including but not limited to working hours, leave, remuneration, and conditions of employment.
- The Contractor shall ensure that all employees are registered with the Compensation Fund and remain covered for occupational injuries and diseases for the duration of the contract.
- The Contractor shall comply with all applicable provisions of the Occupational Health and Safety Act and ensure a safe working environment, including risk assessments, safe work procedures, and incident reporting.
- The Contractor shall ensure that all employees are remunerated at or above the statutory national minimum wage and in accordance with applicable wage determinations and sectoral requirements.

1.2.5 Documentation and Records

The Contractor shall submit and maintain the following documentation for all appointed personnel and ensure that such records are kept up to date and available for inspection upon request:

- Drivers' qualifications and certifications: Valid National Driver's Licences and Professional Driving Permitss (PrDP), together with any required fleet-related qualifications.
- Operators' qualifications and certifications: Valid machine operating licence and/or competency certificates, together with relevant fleet-related and administrative qualifications where applicable.
- Valid documentation and proof of compliance with applicable labour legislation; and
- A safety file in compliance with applicable occupational health and safety requirements.

1.2.6 Contractor's Performance

The Contractor's performance will be monitored by the station through the designated Contract Manager and/or Supervisor responsible for Fleet Services.

Monitoring shall be undertaken to ensure that the Contractor employees (i.e. Assistant Fleet Officer, Clerks, Secretary, Driver Supervisor, Bus Drivers, and Plant Operators) performs their duties in accordance with the contractual requirements, Eskom policies, safety standards, and operational needs.

Monitoring shall include, but not be limited to, the following:

- Daily verification of attendance and availability of all contracted personnel.
- Monitoring of service delivery and performance against allocated duties and operational requirements.
- Verification of valid licences, permits, authorisations, and medical fitness for all personnel.

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- Review of fleet records, trip sheets, logbooks, inspection reports, and other supporting documentation.
- Inspection and spot checks to verify compliance with safety, operational, and contractual requirements.
- Monthly performance review meetings with the Contractor.
- Management of incidents, non-conformances, and corrective actions.
- Requesting the replacement of any unsuitable or non-compliant personnel.

1.2.7 Working Hours

The standard working hours for the execution of the Services shall be as follows:

Monday to Thursday: 07H00 to 16H15

Friday: 07H00 to 12H00

Notwithstanding the above, the Contractor shall ensure that sufficient resources are available to meet operational requirements, including standby and after-hours support where required to maintain continuity of services and respond to operational demands at Tutuka Power Station.

1.3 Interpretation and terminology

The following abbreviation are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
NEC	New Engineering Contract
TSC	Term Services Contract
QC	Quality Control
SOW	Scope Of Work
PrDP	Professional Driving Permit
TLB	Tractor Loader Backhoe
Code 10 / C1	Medium Motor Vehicle Licence
Code 14 / EC	Heavy Motor Vehicle Licence

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The Contractor submits a Service Plan demonstrating how it will execute the Services in accordance with the Scope for the duration of the Contract.

The plan includes:

- A programme showing when the Contractor plans to Provide the Services.
- The resources to be used to Provide the Services, including personnel, competencies, supervision, plant, and equipment.
- The Contractor's measures for compliance with health, safety, and environmental requirements, including site procedures and statutory obligations.
- The processes for identifying and managing risks associated with Providing the Services.

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- The reporting, record keeping, and notification requirements in accordance with the Contract.

2.2 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Once off	Tutuka Power Station	<i>Employer and Contractor's Representatives</i>
Progress Meeting	Monthly	Tutuka Power Station	<i>Employer and Contractor's Representatives</i>
Safety Meeting	Monthly	Tutuka Power Station	<i>Employer and Contractor's Representatives</i>
Technical and Risks Meeting	Weekly	Tutuka Power Station	<i>Employer and Contractor's Representatives</i>
Compensation Events Meeting	As and when required	Tutuka Power Station	<i>Employer and Contractor's Representatives</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.3 Contractor's management, supervision and key people

- The Contractor submits an organogram showing key people, their roles, responsibilities, and lines of authority and communication. The Contractor notifies the Service Manager of any proposed change to key people.

2.4 Provision of bonds and guarantees

- Not applicable for this contract

2.5 Documentation control

- The Contractor to ensure that all documentation relating to this contract is filed and kept on site for viewing by the Service Manager at any time. The Contractor must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the Service Manager at the end of the contract. Files are to be neatly labelled and indexed.
- Any required service will be communicated to the Contractor via a Task Order.
- The Employer will periodically request detailed reports from the Contractor regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.

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- Each instruction, certificate, submission, proposal, record, acceptance, notification, reply, and other communication required by this contract shall be communicated in a form that can be read, copied, and recorded.
- All written communication shall be in the language of this contract.
- All communications must be printed and filed in the Service Manager's file.
- All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the Service Manager.
- Progress shall be discussed, compiled, and submitted to Service Manager as and when required.

2.6 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.

The Contractor shall include on each invoice the following information:

- 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
- Purchase order number

2.7 Contract change management

- Where the Contractor undertakes Name Changes, Mergers, Acquisitions, or Cessions, the Employer's procedures must be followed (Eskom Procurement and Supply Management).
- The Contractor shall not cede, delegate, or assign any of its rights or obligations to any third party without the prior written consent of the Employer.
- Changes to the Service Information shall be managed in accordance with the contractual procedures.
- Any decision made by the Employer or its representatives can be changed or revised only through formal communication in accordance with the contract.

2.8 Records of Defined Cost to be kept by the Contractor

- The Contractor shall keep full, accurate, and auditable records of all Defined Costs, in accordance with the contract. These records must be detailed enough to verify costs and support assessments.
- The Employer has the right to inspect, audit, and verify these records at reasonable times with prior notice. The records are important for controlling costs, checking compensation events, and managing the project.
- If the Contractor does not keep proper records or refuses access, it could delay payments or lead to other corrective actions.

2.9 Insurance provided by the Employer

- As per Clause Z12.2

2.10 Training workshops and technology transfer

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- Not applicable

2.11 Design and supply of Equipment

- The Contractor to provide all tools and equipment necessary to perform the required service
- The Contractor takes full liability for the use of all equipment in the execution of Services for this contract.
- All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the Service Manager when entering site.
- All lost equipment and tools to be declared to the Service Manager and full details of incident.
- All test equipment must be calibrated.

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

2.12.1 Equipment

- None

2.12.2 Information and other things

- All Reports / Documents to be compiled, filed, discussed and handed over to the Employer on a weekly basis (the day in the week to be announced by Employer) and at the end of the service.
- On Completion of contract the Contractors safety file will be hand over to the Service Manager and will be saved for 5 Years after completion / termination of the contract.
- Contractor is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 Contractor will not be allowed on site if his letter of good standing is not valid.
- As per clause 70.2 to provides other things as stated in the Service Information.
- The Contractors Health and safety file is to be submitted for approval to the Employer's Safety Officer before contract commencement and must be kept up to date at all times.

2.13 Management of work done by Task Order

- Task Orders / Purchase Orders serve as the official instructions to commence work.
- No work shall begin until a Task Order / Purchase Order has been issued, finalized, accepted, and signed by both the Employer and the Contractor.
- The Task Order, and Purchase Order will be generated and processed via the SAP PM system.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in the SHE Specification 14RISK SRM-084.

- a) All The *Employers* health and safety procedures and regulations to be adhered to by the *Contractor*.
- b) A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract.

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SHEQ Policy**Eskom SHEQ Policy**

The *Employer* has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from the *Employer's* business.

Compliance with the *Employer's* SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

Contractor SHEQ Policy

All Contractors shall have an OHS policy signed by the CEO of the Contractor and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHEQ file.

SHE PLAN REQUIREMENTS: -

- a) Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plans, based on the scope of work and client SHEQ specification.
- b) The SHE plans must be pre-approved by the client for implementation. The principal *Contractor* / *Contractor* has a responsibility to send the SHE plans to the client for approval prior to commencement of work.
- c) The SHE plans must be applied from the commencement of and for the duration the construction work, which must be updated / reviewed as the work progresses / changes.

When a principal *Contractor* intends appointing *Contractor*, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's SHEQ specifications and scope of work

3.1.1 Health and Safety Arrangements

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date, and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at Tutuka Power Station. Arrangements are made with Safety Risk Management, by the *Contractor*.

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

Health and safety

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as per the *Employer's* procedure as stipulated below:

- a) SHEQ Policy 32-727
- b) *Contractor* Health and Safety Requirements 32-136
- c) Integrated SHE Organization, Roles and Responsibilities and Statutory Appointments 32- 296
- d) Live-saving Rules 240-62196227
- e) Working at Heights 32-418

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- f) The *Employer's* Vehicle Safety Specifications 32-345
- g) Scope Specific *Contractor* SHEQ Specifications

Site Regulations and Procedures

The latest revision Tutuka Power Station Site Regulations form part of this contract.

Copies of these procedures are available on request.

(Any additional site regulations implemented will be applicable)

Safety risk management

"Standard for health and safety at Tutuka Power Station - requirements to be met by *Contractors*".

Vehicle and driver safety

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

Speed Limit

All vehicles must be driven with due consideration for personnel and property. All speed limits will be adhered to on the premises at all times.

Transportation of passengers: open LDV's:

No *Employer* employee or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of the *Employer* and *Contractor* employees – therefore the following will be enforced:

The *Employer's* Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all the *Employer's* employees, agents, Consultants and *Contractors*.

- a) Rule 1: Open, Isolate, Test, Earth, Bond, And / Or insulate before touch - that is any plant operating above 1 000 V.
- b) Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- c) Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

The *Employer* takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the *Employer's* Business and / or on the *Employer's* premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating your obligation to perform work in terms of your contract with the *Employer*.

All occupants must wear their safety belts properly and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- d) Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol.
- e) Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

The *Contractor* acknowledges that it 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.

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The *Contractor* shall appoint a person who will liaise with the *Employers* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its workplaces and on its employees.

Refuse any employee, 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 qualifies in terms of the OHSACT.

Issue the *Contractor* with a work stop 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.

The *Contractors* Health and safety file is to be submitted for approval to the *Employers* Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

Contractor is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 *Contractor* will not be allowed on site if his letter of good standing is not valid.

3.1.2 First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the *Employer*, But the *Contractor* is responsible to provide its own fire extinguisher for their own cabins.

All *Contractor* personnel must have First aid and firefighting training.

3.1.3 Fire Precautions

Any tampering with the *Employer's* fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction and are not used for work or storage at any time.

Firefighting equipment must remain accessible at all times.

The *Contractor* takes the necessary action to safeguard the area to prevent injury and the spreading of the fire.

3.1.4 Security, fire protection and safety

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

3.1.5 Fire protection

Ensure that the contractor trains and appoints a fire warden.

The provision of the *Employer's* standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works sites" shall be applicable.

3.1.6 Safety and incident prevention

The Contractor shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Tutuka SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act. Incident Management Procedure to be adhered to – 32-95

3.1.7 Reporting of accidents

The Employer follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The Contractor is expected to fully co-operate to achieve this objective. The Service Manager must be informed immediately of any incidents. A written report to be submitted to the Employer within 24 Hours of incidents and any damage to property or equipment. Please note: All incidents must be investigated and closed within 10 days.

NOTE: This report does not relieve the Contractor of his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

3.1.8 Occupational Health and Safety Act 85 Of 1993 – SECTION 37

In accordance with Section 37 (2) of the Act, the Contractor is appointed by the Employer as mandatory to assume Health and Safety duties and responsibilities. The Contractor ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The Contractor acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

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

3.1.9 The Contractor appoints a person who liaises with the Employer's Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:

- a) Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- b) Supply the *Employer's* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employer's* Safety Officer of any changes thereto.

The *Employer* may, at any stage during the duration of this contract:

- a) perform safety audits at the *Contractor's* premises, its workplace and its employees.
- b) refuse any employee, *Subcontractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act.
- c) Issue the *Contractor* with an instruction to stop work should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*.

3.1.10 Safety Regulations of the Employer

- The *Contractor* conforms to the *Employer's* Plant Safety Regulations
- The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

3.1.11 Barricading / Screens and Scaffolding:

Where applicable, the Contractor shall provide and install fixed barricades and warning devices to ensure that equipment and people are not exposed to danger or to prevent access to dangerous areas.

The Employer will supply scaffolding if not stated differently in the Works Information. Arrangements of such must be made at least one- (1) week in advance by the Contractor. (Tampering of any approved scaffold is not allowed for any adjustments – The Service Manager should be notified of any adjustments.)

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in the following: -

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to the *Employer's* Environmental Legal and other Requirement's procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department.

It is made known to the *Contractor's* that the Power Station is situated in an environmentally sensitive area.

The *Contractor* acquaints himself with all statutory and local environment regulations and adheres to these without exception.

The *Contractor* complies with the Hazardous Chemical Regulations when using any hazardous chemicals, as well as complying with the requirements of the National Environmental Management Act of 1998.

3.3 Quality assurance requirements

- The Contractor shall conform to the Quality Management System ISO 9001:2015 requirements.
- The Contractor shall fully conform to the requirements of the Supplier Quality Management Specification (QM-58), standards, procedures, Eskom policies etc.
- A detailed safety file to be compiled, submitted and signed off by all relevant parties before any work can commence.
- Inspection check sheets shall be completed for all work or activities executed and shall be approved by both Contractor and Employer.
- The Contractor might be subjected to audits and reviews. During the execution of work, the Client must perform inspections and spot checks as part of monitoring.
- All documents that will arise from this project must remain with the Client.
- Where applicable and necessary, the Contractor must conform to any statutory requirements.
- All documented information as per Category 3, to be submitted prior to work execution for purpose of evaluations.
- The Contractor shall ensure that a Quality Management System is setup and fully maintained during the entire duration of the contract. The QMS shall comply with the latest ISO 9001 standard or any applicable certificate of quality management system (latest applicable revision) and the Contractor shall comply with the requirements of 240-105658000 "Supplier Quality Management: Specification QM-58". Compliance to Category 3 requirements is mandatory.

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- Where the principal service provider will be sub-contracting, the principal service provider must provide the documented information on how to control the sub-contracted service provider.
- The quality assurance requirements must also be imposed on sub-contractors and suppliers of material.
- The Contractor utilizes their own quality documentation forms for requesting access, erection checks, etc. These request forms must be submitted to the Employer at least one week prior to the requested activity, or as agreed to by the Project Manager.
- The Contractor is fully responsible and wholly accountable for the Quality of their work. An example of this is that the Contractor has its own Quality Controllers performing formal inspections/intervention according to the Quality Control Plans.
- The Contractor shall submit a detailed contract organogram of personnel to be used in the Contract.
- The services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by the Employer shall be remedied by the Contractor upon demand by Eskom without undue delay and at no extra cost. The Contractor shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- The Contractor shall submit the names, positions, and roles of all relevant personnel to the Service Manager.
- Only trained, skilled, and suitably qualified personnel who are competent to perform the required work shall be deployed on site.
- All new staff appointments shall be made in writing.
- All new staff shall undergo the required induction training prior to commencing work.
- Any replacement of personnel shall be on a like-for-like basis in the same discipline (e.g. an Artisan replaced by an Artisan), supported by proof of qualifications and a curriculum vitae.
- Where one or more of the Contractor's personnel are required to leave site for reasons other than sick leave or annual leave, such personnel shall be replaced immediately with personnel of equivalent skill level, qualifications, and experience.
- All new staff shall be approved by the Service Manager prior to entering site or commencing work.
- For all new staff members, the Contractor shall submit copies of their qualifications and all relevant supporting documentation to the Service Manager for verification.
- Where personnel changes occur, a new Access to Work form shall be completed by the Contractor.
- Only the approved and specified number of personnel shall be permitted on site at any time, subject to prior arrangement with the Service Manager

4.1.1.1 Minimum Qualification requirements for people employed by the Contractor.

The Contractor shall ensure that only trained, qualified, and competent personnel are employed to execute and deliver the Works. All personnel assigned to the Contract must possess appropriate qualifications, proven skills, and relevant experience commensurate with their allocated duties, and must be capable of performing their tasks safely, efficiently, and in accordance with the Scope, applicable statutory requirements, and Employer standards.

Qualification and Experience

Description	Qualification and Experience
1 x Assistant Fleet Officer	Comprehensive CV + Grade 12 + NQF 6 in Logistics /Supply Chain Management/ Transportation Management/ Communications + Code B Driver's Licence + Minimum two (2) years' fleet related experience.

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1 x Assistant Catering Officer	Comprehensive CV + Grade 12 + Culinary Diploma in Salt & Pepper and Pastry/Diploma in Hospitality Management/Hotel Management + Code C Driver's Licence + Minimum two (2) years' Food and Hospitality related experience.
1 x Driver Supervisor	Comprehensive CV + Grade 12 + Code 14/EC Driver's Licence + Minimum two (2) years' fleet related experience. Additional Certificates in transport management, driver supervision, or fleet operations will be advantageous.
2 x Clerks	Comprehensive CV + Grade 12 + Computer Training Certificate/s + Minimum two (2) years' experience in administration, data capturing, document control, record management, reporting, and general office support.
1 x Secretary	Comprehensive CV + Grade 12 + Computer Training Certificate/s + Minimum two (2) years' experience in secretarial, administrative coordination, document management, meeting coordination, correspondence management, and report preparation.
8 x Bus Drivers with code 14 (EC) license plus a yellow machine operator permit	For each driver, a Comprehensive CV + Valid EC (Code 14) Driver's Licence, a valid Professional Driving Permit (PrDP) and a yellow plant op + Minimum three (3) years' experience operating buses and heavy motor vehicles.
1 x Forklift Operator	Comprehensive CV + Valid EC (code 14) Drivers' licence + Valid forklift operator competency certificate + Minimum one (1) years' experience operating forklifts in a warehouse, industrial, or power station environment.
1 x TLB Operator	Comprehensive CV + Valid EC (code 14) Drivers' licence + TLB operator competency certificate + Minimum one (1) years' experience operating TLB equipment for excavation, loading, and earthmoving activities.
1 x Bobcat Operator	Comprehensive CV + Valid EC (code 14) Drivers' licence + Valid Bobcat/skid steer operator competency certificate + Minimum one (1) years' experience operating Bobcat/skid steer loaders for material handling, cleaning, loading, and earthmoving activities.
1 x Garbage Truck Operator	Comprehensive CV + Valid heavy motor vehicle licence (EC/Code 14) and valid PrDP + Minimum one (1) years' experience operating refuse collection vehicles or similar heavy vehicles.
1 x Haz-Chem / Drop Side Truck Operator	Comprehensive CV + Valid EC (Code 14) Driver's Licence, valid PrDP + Hazardous chemical handling training certificate + Minimum one (1) years' experience transporting hazardous materials and operating heavy vehicles. Must understand hazardous substance handling, spill prevention, and emergency procedures.
1 x Tractor Driver	Comprehensive CV + Valid tractor operating competency certificate + Minimum three (3) years' experience operating tractors and associated implements for towing, material handling, or maintenance activities.
1 x Vacuum Truck Driver	Comprehensive CV + Valid EC (Code 14) Driver's Licence + valid PrDP + Vacuum truck competency training Certificate + Minimum one (1) years' experience operating vacuum trucks, suction equipment, or similar specialised vehicles.

4.1.2 BBBEE and preferencing scheme

- As per clause Z3 of the Contract Data

4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)**Procurement requirements****PPPFA STRATEGY**

Price	80%
BBBEE Status	20%
Designated commodity (Yes/No)	

4.2 Subcontracting**4.2.1 Preferred subcontractors**

- There are no preferred subcontractors, however, In accordance with Clause 26.3 of the NEC3 Term Service Contract, the Contractor shall not subcontract any part of the service without the prior acceptance of the Service Manager.
- Any proposed subcontracting shall be submitted to the Service Manager for approval, and such approval shall not relieve the Contractor of any of its obligations under the Contract.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- In accordance with Clause 26.3 of the NEC3 Term Service Contract, the Contractor shall submit full details of any proposed subcontractor to the Service Manager for acceptance prior to the award of any subcontract.

The submission shall include, as a minimum:

- The scope of work to be subcontracted.
 - The proposed subcontractor's company profile.
 - Proof of relevant experience and technical competence.
 - Copies of applicable registrations, certifications, and statutory compliance documents.
 - B-BBEE status level certificate or sworn affidavit, where applicable; and
 - Any other information reasonably required by the Service Manager to assess suitability.
- The Contractor shall carry out a fair and transparent assessment of subcontract tenders and shall demonstrate, upon request, that subcontractors have been selected based on competence, capability, compliance, and value for money.
- Acceptance by the Service Manager of any subcontractor shall not relieve the Contractor of any responsibility or liability under the Contract.

4.2.3 Limitations on subcontracting

- The Contractor shall remain fully responsible for the provision of the service and for the performance of any subcontractor in accordance with Clause 26.3 of the NEC3 Term Service Contract.
- Subcontracting shall be subject to the following limitations:
 - No subcontracting shall be undertaken without the prior acceptance of the Service Manager.
 - The Contractor shall not subcontract the whole of the service.
 - Subcontracting shall not compromise safety, quality, programme, or contractual obligations.
 - The Contractor shall ensure that all subcontractors comply with the conditions of the Contract, including Health and Safety, environmental, and site-specific requirements; and
 - Any subcontracting undertaken without acceptance by the Service Manager may be treated as a breach of contract and may result in associated costs being treated as Disallowed Cost in terms of Clause 11.2(6).

4.2.4 Attendance on subcontractors

- In accordance with Clause 26.3 of the NEC3 Term Service Contract, the Contractor shall provide all necessary management, supervision, coordination, and attendance on subcontractors to ensure that the service is provided in full compliance with the Contract.
- Attendance on subcontractors shall include, but not be limited to:
 - Overall management, direction, and supervision of subcontractors' activities.
 - Coordination of subcontractors with the Contractor's own personnel and other contractors on site.
 - Provision of site access arrangements, inductions, and supervision.
 - Monitoring of performance, quality, safety, and compliance with the Contract; and
 - Ensuring that subcontractors comply with all Health and Safety, environmental, and site-specific requirements.
- The Contractor shall be fully responsible for the acts, omissions, and performance of its subcontractors. Any costs associated with attendance on subcontractors shall be deemed to be included in the Prices and no additional payment shall be made unless expressly provided for under the Contract.

4.3 Plant and Materials

4.3.1 Specifications

- A task-specific risk assessment shall be completed and approved prior to the execution of any works/activities.
- All inspection records, check sheets, and quality documentation shall be completed, updated, signed, and submitted to the Employer's Supervisor as objective evidence of compliance with the approved QCP.

4.3.2 Correction of defects

- Not applicable

4.3.3 Contractor's procurement of Plant and Materials

- Not applicable

4.3.4 Tests and inspections before delivery

- Not applicable.

4.3.5 Plant & Materials provided "free issue" by the *Employer*

- None

4.3.6 Cataloguing requirements by the *Contractor*

- Not applicable.

5 Working on the Affected Property

- The Contractor shall execute the Works in accordance with the NEC3 Term Service Contract and comply with all Employer site regulations, safety standards, and statutory requirements.
- The Contractor shall submit the Curriculum Vitae, qualifications, certificates, and competency records of all personnel prior to commencing work on site.
- The Contractor shall be responsible for all legislative and safety training required for its personnel.
- The Contractor shall ensure that all personnel conduct themselves in a safe, proper, and orderly manner while on the Employer's premises.
- The Contractor shall prevent damage to existing plant, roads, buildings, equipment, and surrounding infrastructure during execution of the Works.
- All consumables and personnel resources required to execute the Works shall be supplied by the Contractor.
- The Contractor shall immediately notify the Service Manager of any unforeseen conditions, additional services, or delays that may affect the Works.

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- The Employer reserves the right to remove Contractor personnel from site or request corrective action in cases of misconduct, unsafe behaviour, incompetence, or non-compliance with Employer or statutory requirements.
- Repeated non-conformances, serious misconduct, or criminal acts may result in removal from site or termination of the contract.

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

- All personnel shall complete site induction and obtain the required access permits before entering the site or commencing work.
- Access to the plant and work areas shall be strictly controlled in accordance with the Employer's procedures and Plant Safety Regulations.
- All personnel shall comply with the Employer's Lifesaving Rules, security requirements, and Occupational Health and Safety requirements at all times.
- Contractor personnel shall always carry valid access or identification cards while on site.
- Unauthorized access and recruitment of personnel on site are prohibited.

5.2 People restrictions, hours of work, conduct and records**5.2.1 Hours of work**

The Contractor's normal working hours shall align with the Employer's standard operating hours as follows:

- Monday to Thursday : 07:00 – 16:15
- Fridays : 07:00 – 12:00

5.2.2 People restrictions, conduct and records

- The Contractor shall ensure that all personnel are suitably trained, qualified, competent, and authorised to perform the Works.
- The Contractor shall maintain all required personnel and competency records and make such records available to the Employer upon request.
- Personnel shall comply with all site access, permit, safety, and behavioural requirements while on site.
- The Employer reserves the right to remove any Contractor personnel from site for misconduct, unsafe behaviour, incompetence, or non-compliance with Employer or statutory requirements.

5.3 Health and safety facilities on the Affected Property

- The Employer shall provide the following health and safety facilities on the Affected Property:
 - A fully equipped Proto-Team available on each shift for emergency response.
 - A Medical Station with appropriately trained medical personnel on site at all times.
 - First aid boxes located in each workshop, maintained and stocked by the Employer in accordance with applicable regulations.
 - Annual induction training for all personnel to ensure awareness of site-specific health and safety procedures.
- In the event of an emergency, the Contract Supervisor and Service Manager must be notified immediately, and all personnel shall follow the Employer's established emergency procedures.
- The Contractor shall ensure that all personnel are aware of these facilities, use them correctly, and comply with all associated health and safety procedures. Non-compliance with the Employer's health and safety requirements may be treated as a Defect or breach under the NEC3 Term Service Contract.

First aid centre

- The Contractor provides a first aid service to his employees and Sub-Contractors. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's medical centre and facilities are available.

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- Outside the Employer's office hours, the Employer's first aid services are only available for serious injuries and life-threatening situations.
- The Employer is entitled, however, to recover the costs from the Contractor for the use of the above Employer's facilities

5.4 Environmental controls, fauna & flora

Environmental management

- Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- All Contractors shall comply with Eskom environmental management procedures and Environmental legislation
- Environmental incidents shall be reported to the Eskom Environmental Department as per incident management requirements.

Waste Management

- Waste segregation is important to facilitate recycling of waste. Ensure that waste material is disposed in the correct bin.
- Eskom periodically collects waste from the bins for disposal in the correct manner.
- No waste should be burned or buried on site.
- Where Eskom and the Contractor have agreed that the Contractor is responsible for the disposal of its waste, the Contractor shall safely dispose of such waste and keep disposal certificates filed.

Types and colours of bins used on site:

- Yellow bin for domestic waste
- Orange bin for hazardous waste
- Maroon bin for scrap
- Green box for cartridges
- Blue box for recyclable paper

Radiation protection

The *Contractor* conforms to the *Employer's* procedure OMOP 2049 and OMOP 2051 when performing any industrial radiography.

Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with the *Employer*) to supply the information. If information is not available for whatever reason, the supplier must indicate and give reasons to the *Employer*.

Handling of waste produced by the *Contractor*

- All waste introduced to and/or produced on the Employer's premises, by the Contractor, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal

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of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.: BN0621-16296-5.

- The Contractor is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.
- The Contractor is required to ensure that all goods, services or work supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the Employer's site, the goods, services or work supplied also conforms to the Employer's environmental specifications.

Waste from the cleaning and maintenance of equipment

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

Stockpiling of waste

Waste is removed promptly to the designated deposit areas. No stockpiling is permitted.

Hazardous waste

Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the *Contractor* to ensure safe removal from the property to a registered Class 1 site

Pest Control

- Only approved herbicides with a low environmental risk shall be used for pest control.
- Only registered pest controllers may apply herbicides on a commercial basis.
- Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

- Incidents related to water pollution must be reported to the Eskom environmental department within 24 hours.
- Report / fix leaking taps and pipes to save water.
- Use water sparingly.
- Chemical substances shall not be disposed of in wastewater or storm water drains.

Air Pollution

- Dust suppression measures must be in place to reduce airborne dust.
- Noxious and offensive odours arising from work activities shall be adequately controlled.

Ground Pollution

- Measures to prevent or control ground contamination shall be put in place e.g. drip trays, bund walls.
- Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures

5.5 Cooperating with and obtaining acceptance of Others**Interface with Others**

It is likely that other *Contractors* will be working in the same area. Others might however from time to time require limited access to the same area in order to execute maintenance activities and the *Contractor* is to be accommodating in such instances.

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Planning

Programmes are submitted in hard and electronic copy. The software package is MS Projects, Open Plan or equivalent, accepted by the *Service Manager*.

Monthly Progress report

A monthly progress report will be submitted to the *Service Manager*.

Completion

- Task Completion: Upon completion of each defined task or activity, the Contractor shall submit a Completion Certificate to the Service Manager in accordance with Clause 44 of the NEC3 Term Service Contract. The certificate shall confirm that the task has been completed in accordance with the Contract requirements, including the approved Quality Control Plan, health and safety procedures, and any other relevant Employer standards.
- Final Completion: At the end of the Contract period, the Contractor shall submit a Final Completion Certificate to the Service Manager, confirming that all services, obligations, and tasks under the Contract have been fully completed.
- The Service Manager shall review and accept the Completion Certificates in accordance with Clause 44.3, and any defects identified during review shall be addressed by the Contractor in accordance with Clause 42 (Correction of Defects) prior to acceptance of Final Completion.

Requirements for Completion.

- Completion is when the Contractor has done all the work, which the Works Information states he is to do by the Completion Date and has corrected notified Defects, which would have prevented the Employer from using the works.
- The Site is handed back to the Employer in a condition acceptable to the Service Manager.

5.6 Records of Contractor's Equipment

- Contractor's equipment (Cell phones with Camera's, Computers, Camera's etc) to be declared and signed in at security.
- All equipment and tools needs to be marked and a list off all tools with the identification number to be provided to the Service Manager when entering site.
- All lost equipment and tools to be declared to the Service Manager and full details of incident.
- All test equipment must be calibrated and tested regularly, and certificates must be handed in to the Service Manager for record keeping

All equipment and appliances

All equipment or appliances used by the *Contractor* conforms to the applicable South African Safety Standards and is maintained in safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any equipment or appliance that in the *Service Manager's* opinion does not conform to the foregoing. The *Contractor* only employs skilled persons, certified in terms of the relevant acts.

5.7 Equipment provided by the Employer

- For the sole purpose of expediting the execution of the works, the Employer may make certain facilities, tools, and equipment available to the Contractor at no cost.

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- The Employer may, at its discretion, allow the Contractor reasonable use of its workshops, cranes, tools, and other equipment necessary for the execution of the works, provided that such use does not interfere with the Employer's operations or business activities.
- The Contractor shall ensure that all workshops, cranes, tools, and equipment used are returned in the same condition in which they were received, reasonable wear and tear excepted. The Contractor shall be liable for any damage caused by its personnel or subcontractors through negligence, misuse, or failure to comply with the Employer's instructions.
- The Contractor shall ensure that any employee or subcontractor operating hoist equipment or other machinery belonging to the Employer is duly authorized by the Employer and has received the necessary training or certification to operate such equipment safely.
- All rigging equipment with a lifting capacity exceeding five (5) tons shall be supplied by the Employer and may only be used under the direct supervision of the Employer's designated personnel.
- Any other Employer-supplied equipment required by the Contractor, but not specifically listed in this Contract, shall be used only under the supervision and instruction of the Employer.
- The Contractor shall be responsible for ensuring compliance with all relevant safety regulations, Employer procedures, and statutory requirements while using any Employer-provided equipment. Any failure to comply may be treated as a Defect or breach under the NEC3 Term Service Contract, with associated costs recoverable where applicable.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Electricity

- The Employer shall supply 220V AC and 380V AC power at existing connection points for the sole purpose of executing the works.
- All installations, connections, or equipment used by the Contractor shall comply with all relevant statutory and Employer safety regulations and standards.
- The Contractor shall supply its own 220V AC or 380V AC extension leads, adapters, or transformers as required.

Water

- The Employer shall supply potable water at existing points in reasonable quantities for the execution of the works.
- The Employer does not guarantee uninterrupted water supply, and any disruption shall not constitute grounds for compensation events under the Contract.

Facilities

- The Employer shall provide working spaces and areas, including basic facilities such as toilets, for use by the Contractor during the execution of the works.

Testing and Certification

- The Employer shall provide gas testing and environmental certificates where applicable, as required for compliance with statutory or Contract obligations.

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Training

- The Employer shall provide all mandatory Employer-required training, including site inductions, for personnel prior to commencement of work on site.

Telecommunications

- The Contractor shall provide and maintain its own communication systems, including cell phones or radios, for use in areas with poor reception. All calls or internet usage shall be at the Contractor's expense.
- Should the Contractor wish to use radio communication equipment on site, it shall obtain the necessary approvals from relevant authorities and coordinate with the Station Head of Security to ensure no interference with existing radio channels or equipment.

Accommodation and Meals

- The Contractor shall make its own arrangements for accommodation and meals for its personnel.

Scaffolding

- The Employer shall provide scaffolding where required.
- For non-emergency work, scaffolding requests must be submitted to the Employer at least two (2) days in advance to allow for planning and allocation.

General

- All Employer-provided services and facilities are supplied for the execution of the Contract only. The Contractor shall ensure that their use is limited to Contract purposes and shall comply with all relevant safety, statutory, and Employer regulations.
- Any misuse, damage, or failure to comply with the rules governing the use of Employer-provided services or facilities may be treated as a Defect or breach under the NEC3 Term Service Contract, with associated costs recoverable as Disallowed Cost where applicable.

5.8.2 Provided by the *Contractor*

- Contractor to provide and ensure safe transportation services for all his employees, and it must comply with 32-93 and 33-345 procedures.
- Contractor to provide its own refreshments, such as coffee, tea, sugar, and milk.
- Applications for access permits [Refer to procedure: Access Control at Eskom premises (32-1134)].
- All required computers and printer accessories.
- All required telecommunication systems and equipment, and associated costs of procurement and usage.
- All required PPE at own cost for all weather types, and it must be SABS approved and meet Eskom standards, including gloves and dust masks.
- Provide SABS-approved safety harnesses as per Eskom safety requirements; they must be inspected daily and logged.
- QCPs and certified letters to be provided as proof of previous similar activities done, and the Contractor shall further provide a detailed technical Method Statement regarding the scope of how the precipitator maintenance and inspection in all areas, as per the scope of work and requirements from the Employer, will be executed. This must form part of the tender returnables.

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- The Contractor provides its own equipment to enable it to perform all work according to the scope of work.
- The Contractor provides all safety apparel, safety equipment, and cleaning materials to comply with the contractual requirements.
- The Contractor provides his own torches.
- The Contractor provides its own digital camera, which must be declared and approved by the Service Manager.
- The Contractor provides its own scanner, colour printer, and cartridges for work purposes only.
- The Contractor provides certified copies of IDs and qualifications of all its employees.
- The Contractor makes his own arrangements for accommodation and meals at own cost.
- Contractor to provide its own (380VAC 63 Amp) extensions. Extensions must be COC certified.
- Contractor to provide barricading for no-entry in work areas.
- The Contractor provides its own portable fire extinguishers.

Personal protective equipment (PPE)

- The contractor supplies, maintains and ensures that its personnel always wear PPE as requires on site.
- The Contractor shall provide, keep on site and maintain protective clothing conforming to the Employer's safety standards. PPE for all weather and plant conditions must be provided when required.

Parking Facilities

- No sheltered parking will be supplied.

Housekeeping

- The Contractor's Equipment does not impair the operation of the plant or access to the plant.

Access permits

- All applicable Contractor personnel shall be issued with access, and vehicle permits (Contractor Permit) which will contain the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- All Contractor permits must be submitted to Protective Services when the workers leave the Site after Completion of the works.
- The Contractor applies to the Employers Protective Services for the issuing of permits.
- The Contractor submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective Services, or can be faxed to (017) 749 9168

The form contains the following information:

- Employee Name.
- Employee ID Number.
- The *Employer's* Safety Co-ordinators signature.
- The *Employer's Service Manager's* signature.
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

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- The Contractor's visitors and personnel shall conform to the security arrangements in force at the Site at all times.
- The Chief of Protective Services may, with valid cause, remove any of the Contractor's personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the Service Manager.
- The Contractor will be limited to the working areas associated with the works. The Contractor is forbidden to enter any other areas and must ensure that his employees abide by these regulations.
- Parking inside the Power Station is allowed. The parking application must be addressed to the protective services. All Contractors will supply protective services with their vehicle's registration numbers.
- No recruiting of casual labour may be done on the Employer's premises, including the area outside the power station security gate.
- The Contractor obtains the access procedures, from the Service Manager, which may change depending on the prevailing security situation.

5.9 Control of noise, dust, water and waste

- All applicable procedures to be always adhered to.

5.10 Hook ups to existing works

- Not applicable.

5.11 Tests and inspections**5.11.1 Description of tests and inspections**

- Inspections on vehicles and yellow plant shall be in accordance with the Service Information.

5.11.2 Materials facilities and samples for tests and inspections

- Not applicable.

6 List of drawings**6.1 Drawings issued by the *Employer***

- Not applicable

7 Key Performance Indicators

ITEM	DESCRIPTION OF TASK	MEASUREMENT	DAMAGES TO BE IMPLEMENTED
Late Arrival to Work	Contractor's personnel report for duty after the stipulated start time of 07h00 without prior approval from the Service Manager or a valid reason accepted by the Service Manager.	Arrival after 07h00 but before 08h00. Measured per individual, per incident.	100% compliance. All Contractor personnel shall report for duty by 07h00 every scheduled working day and be fit, ready and available to commence their assigned duties.
Leaving Site Early	Contractor's personnel leave the work site before the stipulated finishing time of 16h15 without prior written approval from the Service Manager or without suitable relief arrangements.	Measured per individual, per incident.	100% compliance. Contractor personnel shall remain on duty for the full scheduled working period unless authorised in writing by the Service Manager or relieved in accordance with approved operational arrangements.
Failure to Complete Assigned Duties	Failure by the Contractor's driver or plant operator to complete the assigned transport route, shuttle service, plant operation, inspection, or any other scheduled task allocated for the shift without a valid reason accepted by the Service Manager. This includes abandoning a task, failing to report operational constraints timeously, or failing to complete the work in accordance with the approved schedule, operating procedures and contractual requirements.	Measured per individual, per incident where an assigned task or scheduled service is not completed.	100% compliance. All assigned duties, transport services, plant operations and scheduled activities shall be completed safely, within the allocated time, and in accordance with the approved work schedule, operating procedures and the Contract. Any constraint likely to affect service delivery shall be reported immediately to the Service Manager.
SHEQ non-compliance	Any breach of Safety, Health, Environment and Quality (SHEQ) requirements, statutory regulations, Eskom procedures or site rules by the Contractor's personnel.	Measured per individual, per incident.	100% compliance. Contractor personnel shall comply with all applicable SHEQ legislation, Eskom policies, site rules, permit requirements, risk assessments and safe work procedures at all times while performing the Services.
Reckless or Unsafe Driving	The Contractor's driver operates a vehicle in a reckless, negligent or unsafe manner within the Power Station premises, including exceeding speed limits, failing to obey road traffic signs, failing to give way to pedestrians, using a mobile device while driving, aggressive driving, or any behaviour that endangers persons, property or equipment.	Measured per verified incident involving an individual driver. Verification may be based on reports from the Service Manager, authorised Eskom personnel, CCTV footage, vehicle telematics or other acceptable evidence.	100% compliance. Drivers shall operate vehicles safely and responsibly at all times, comply with road traffic legislation, Eskom Traffic Rules, site speed limits, road signage and instructions issued by the Service Manager, and ensure zero incidents attributable to reckless or unsafe driving.

8 Appendix A – X17 (Low Performance Damages)

Item No.	Description	Performance Failure	Reason for Applying the Low Performance Damage	Low Performance Damage
1	Availability of Personnel and Shuttle Services	Failure to provide scheduled employee shuttle services in accordance with the approved transport schedule, resulting in delayed or missed transportation of Employer personnel.	To ensure reliable transportation of employees to and from the Power Station and prevent disruption to shift changes and plant operations.	2% of the total of the Prices of the relevant Task Order per incident per month, capped at 10% of the total of the Prices of the relevant Task Order.
2	Punctuality of Shuttle Services	Late arrival of shuttle services beyond the agreed collection or arrival times.	To ensure punctual transportation services and minimise delays to operational activities and employee attendance.	2% of the total of the Prices of the relevant Task Order per incident per month, capped at 10% of the total of the Prices of the relevant Task Order.
3	Availability of Standby Resources	Failure to provide adequate standby vehicles, replacement vehicles, drivers, operators or other resources to maintain uninterrupted service delivery.	To ensure continuity of service and minimise operational interruptions resulting from equipment or personnel unavailability.	2% of the total of the Prices of the relevant Task Order per incident per month, capped at 10% of the total of the Prices of the relevant Task Order.
6	Replacement of Personnel	Failure to replace absent, suspended or medically unfit drivers or operators within the specified timeframes.	To ensure uninterrupted service delivery and maintain adequate staffing levels at all times.	2% of the total of the Prices of the relevant Task Order per incident per month, capped at 10% of the total of the Prices of the relevant Task Order.
8	Health and Safety Compliance	Safety incident or near miss resulting from driver or operator negligence, unsafe behaviour or failure to comply with safety procedures.	To promote a zero-harm culture and ensure compliance with Eskom's health and safety requirements.	2% of the total of the Prices of the relevant Task Order per incident per month, capped at 10% of the total of the Prices of the relevant Task Order.
9	Protection of Employer Assets	Unauthorised use, misuse or reckless operation of Employer-owned or Contractor-provided vehicles, yellow plant or associated equipment.	To protect Employer assets, reduce unnecessary repair costs and ensure equipment is used only for authorised purposes.	2% of the total of the Prices of the relevant Task Order per incident per month, capped at 10% of the total of the Prices of the relevant Task Order.

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10	Provision of Personal Protective Equipment (PPE)	Failure to provide employees with the required Personal Protective Equipment (PPE) or allowing work to be performed without the prescribed PPE.	To ensure compliance with health and safety legislation and minimise the risk of injuries in the workplace.	2% of the total of the Prices of the relevant Task Order per incident per month, capped at 10% of the total of the Prices of the relevant Task Order.
11	Compliance with Labour Legislation	Payment of employees below the applicable Gazetted National Minimum Wage, Bargaining Council Agreement or other applicable labour legislation.	To ensure compliance with labour legislation and promote fair labour practices throughout the contract period.	Shall be considered a material breach of contract, and the Employer shall terminate the Contract in accordance with the Conditions of Contract.
12	Payment of Employees	Failure to pay salaries, wages, overtime or statutory employee benefits on the agreed due dates.	To minimise the risk of labour unrest, absenteeism and disruption to the Employer's operations.	2% of the total of the Prices of the relevant Task Order per incident per month, capped at 10% of the total of the Prices of the relevant Task Order.