



NEC3 Term Service Contract (TSC3)

Between	ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)	
and		
for	Provision of Home-Work-Home Transport Services for Eskom Employees from Middelburg to Arnot Power Station on daily basis for a Period of Three (3) Years	
Contents:		No of pages
Part C1	Agreements & Contract Data	[•]
Part C2	Pricing Data	[•]
Part C3	Scope of Work	[•]
CONTRACT No.	[Insert at award stage]	

CONTRACT TITLE: PROVISION OF HOME-WORK-HOME TRANSPORT SERVICES FOR ESKOM EMPLOYEES FROM MIDDELBURG TO ARNOT POWER STATION ON DAILY BASIS FOR A PERIOD OF THREE (3) YEARS

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	[•]

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C1.1 Form of Offer & Acceptance

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Provision of Home-Work-Home Transport Services for Eskom Employees from Middelburg to Arnot Power Station on daily basis for a Period of Three (3) Years

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:			
Name & signature of witness	(Insert name and address of organisation)	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	General Manager - Arnot Power Station		
for the Employer	Eskom Holdings Soc Ltd Arnot Power Station Private Bag X2 RIETKUIL 1097		
Name & signature of witness	(Insert name and address of organisation)	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	Not applicable	Not applicable

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 <i>Employer</i>
Signature		
Name		
Capacity		General Manager - Arnot Power Station
On behalf of	(Insert name and address of organisation)	Eskom Holdings Soc Ltd Arnot Power Station Private Bag X2 RIETKUIL 1097
Name & signature of witness		
Date		

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		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
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	0118008111
10.1	The <i>Service Manager</i> is (name):	TBA
	Address	Eskom Holdings Soc Ltd Arnot Power Station Private Bag X2, RIETKUIL, 1097
	Tel	TBA

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

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	Fax	Not Applicable
	e-mail	TBA
11.2(2)	The Affected Property is	Arnot Power Station
11.2(13)	The <i>service</i> is	Provision of Home-Work-Home Transport Services for Eskom Employees from Middelburg to Arnot Power Station on daily basis for a Period of Three (3) Years
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • All matters discussed during Risk reduction meetings • All matters notified on Early warnings, • Late Deliveries • Services that failed to meet contractual specification.
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	24 hours during outages and emergencies, one (1) week for other requests during the normal operations in execution of the contract
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 (2) Week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	TBA
30.1	The <i>service period</i> is	Three (3) Years
4	Testing and defects	
40.1	Tests and inspections	The <i>Service Manager</i> may carry out inspections and tests at any reasonable time to verify that the Service complies with the Scope
40.2	Defects correction period is	The defects correction period is 24 hours, except for defects affecting vehicle roadworthiness, statutory compliance or the safety of passengers, which are corrected immediately and before the affected vehicle is returned to service.
41.1	Testing and inspection before delivery	Before commencement and at any time during the contract period, the <i>Contractor</i> submits Vehicle Compliance Testing documents

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42.1	Notifying and correction of defects	<p>The <i>Contractor</i> notifies the <i>Service Manager</i> immediately upon becoming aware of any Defect affecting the provision of the service.</p> <p>Where immediate correction is not possible, the <i>Contractor</i> provides a suitable compliant replacement vehicle and/or driver to ensure continuity of the service. Other non-safety critical Defects are corrected within the defect correction period stated in the Contract Data.</p>
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	ZAR (South African Rand)
51.2	The period within which payments are made is	30 days after the receipt of correct and undisputed tax invoice
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.
6	Compensation events	All Compensation Events are to be managed as per core clause 6 of the NEC3 TSC
7	Use of Equipment Plant and Materials	To be managed ss per core clause 7 of the NEC3 TSC
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Natural disaster 2. Industrial action 3. Community Unrest
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	The <i>Employer</i> provides the insurances stated in the Insurance Table B
83.1	The <i>Contractor</i> will be liable for the applicable deductible if any	The <i>Contractor</i> provides the insurances stated in the Insurance Table A
9	Termination	To be managed as per core clause 9 of the NEC3 TSC
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	Monthly (30 days) or as stated on the Task Order.

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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	SAICE House, Thornhill Office Park, Bekker Road, Vorna Valley Midrand, 1685, South Africa
	Tel No.	(011) 805-5947
	Fax No.	Not Applicable
	e-mail	civilinfo@saice.org.za
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation (Proposed)	
X1.1	The <i>base date</i> for indices is	One month after ITT/RFQ closing or to be agreed upon
	The proportions used to calculate the Price Adjustment Factor are:	Proportion linked to index for Index prepared by
		15% Fixed Fixed Portion
		35% Labour SEIFSA Table - C3
		35% Transport SEIFSA Table - L1B
		15% consumables SEIFSA Table - D4

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		100%										
X2	Changes in the law	Becomes a Compensation Event only if the changes in the Law of the Republic of South Africa took place after the Contract Date.										
X17	Low service damages											
X17.1	The <i>service level table</i> is in	<div>As per task order or The Table of Low Service Damages stated below. Low Service Damages are applied where the <i>Contractor</i> fails to achieve the specified service level</div> <table><tr><th colspan="2">Service Level Table</th></tr><tr><th>Description</th><th>Penalty</th></tr><tr><td>Service not meeting service level stated</td><td>One percent (1%) of the Task Order Value per day from the day of Low Service Damages until the actual completion of the services, to be capped at the maximum of five percent (5%) of the Total Task Order Values</td></tr><tr><td></td><td></td></tr></table>			Service Level Table		Description	Penalty	Service not meeting service level stated	One percent (1%) of the Task Order Value per day from the day of Low Service Damages until the actual completion of the services, to be capped at the maximum of five percent (5%) of the Total Task Order Values		
Service Level Table												
Description	Penalty											
Service not meeting service level stated	One percent (1%) of the Task Order Value per day from the day of Low Service Damages until the actual completion of the services, to be capped at the maximum of five percent (5%) of the Total Task Order Values											
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	R0.00 (Zero Rand)										
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The amount of the deductibles relevant to the event described n the "Format TSC3" Insurance policy available on										
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<div>The greater of</div> <ul style="list-style-type: none">the total of the Prices at the Contract Date andthe amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works/maintenance policies available on										
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	<div>the total of the Prices other than for the additional excluded matters.</div> <div>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</div> <div>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</div>										

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		<ul style="list-style-type: none">Defects due to his design, plan and specification,Defects due to manufacture and fabrication outside the Affected Property,loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),death of or injury to a person andinfringement of an intellectual property right.						
X18.5	The <i>end of liability date</i> is	Twelve (12) months after the end of the service period.						
X19	Task Order							
X19.3	Delay Damages are	<div>As per task order or The Table of Delay Damages stated below<table><tr><th colspan="2">Delay Damages Table</th></tr><tr><th>Description</th><th>Penalty</th></tr><tr><td>Failure to complete a defined Task Order by its stated Completion Date</td><td>One percent (1%) of the issued Task Order Value to be capped at the maximum of five percent (5%) of the Total Task Order Values</td></tr></table></div>	Delay Damages Table		Description	Penalty	Failure to complete a defined Task Order by its stated Completion Date	One percent (1%) of the issued Task Order Value to be capped at the maximum of five percent (5%) of the Total Task Order Values
Delay Damages Table								
Description	Penalty							
Failure to complete a defined Task Order by its stated Completion Date	One percent (1%) of the issued Task Order Value to be capped at the maximum of five percent (5%) of the Total Task Order Values							
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Seven (7) days of receiving the Task Order						
X20 :	Key performance indicators							
X20.1	The Contractor's performance	The <i>Contractor's</i> performance in providing the service is measured against the key performance Indicators stated in the performance schedule.						
X20.2	Performance Reporting	A report of performance against each Key Performance Indicator shall be submitted to the <i>Service Manager</i> on a monthly basis and discussed during the monthly contract performance review meeting.						
X20.3	Non-Application of Incentives	Option X20 is applied solely for the purpose of measuring and monitoring <i>Contractor</i> performance. No incentive payment, bonus.						
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.						
Z1	Cession delegation and assignment							
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .							
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and							

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	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 because of the restructuring of the Electricity Supply Industry.
Z2	Joint ventures
Z2.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	If the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. If such protective order is not, or cannot, be obtained, then the <i>Contractor</i> 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, while Providing the Service and after the end of the <i>service period</i> ,

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	requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> 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 <i>Service Manager</i> or the <i>Adjudicator</i> 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	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • accepts that the <i>Employer</i> may appoint him as the “Principal <i>Contractor</i>” (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 enough 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 <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , 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 <i>Contractor’s</i> 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 <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer’s</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> (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 <i>Employer’s</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	<p>Delete the last paragraph of core clause 61.3 and replace with:</p> <p>If the <i>Contractor</i> 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.</p>
Z9	<i>Employer’s</i> limitation of liability

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Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> 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 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, 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 procurement of this contract or in execution thereof.
Z11.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
Z11.3	If the <i>Employer</i> terminates the <i>Contractor's</i> 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 <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.

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Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

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Z 12.2 Replace core clause 86 with the following:

**Insurance 86
by the
Employer**

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
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 <i>Employer</i> 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 <i>Employer</i> is solely responsible for and indemnifies the <i>Contractor</i> or any other person against any and all liabilities which the <i>Contractor</i> 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 <i>Contractor</i> or any other person or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.3	Subject to clause Z13.4 below, the <i>Employer</i> 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 <i>Contractor</i> or any other person, or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.4	The <i>Employer</i> does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
Z13.5	The protection afforded by the provisions hereof shall be in effect until the KNPS is

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	decommissioned.
Z14	Asbestos
For the purposes of this Z-clause, the following definitions apply:	
AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4-hour period. The value at which proactive actions is required 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 the personal exposure of workers to regulated asbestos fibres follows the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> 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 <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited, and Department of Employment and Labour approved AAIA. The <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> expense. For the purposes of compliance, the results

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	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 <i>Employer</i> manages asbestos and ACM according to the Standard.
Z14.4	If 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 <i>Contractor's</i> 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 <i>Contractor</i> 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 <i>Contractor</i> , instructed by the <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.
Z15	This Z-Clause pack provides additional contractual conditions applicable to the provision of employee home-to-work transport services. These clauses supplement the NEC contract conditions and ensure compliance with South African occupational health, safety, road traffic, and operational requirements as amended. The clauses define minimum standards for vehicle safety, driver competency, incident reporting, monitoring, and contractor compliance with employer safety systems.
Z15.1	Compliance with Legislation The Contractor shall comply with all applicable South African legislation, regulations, standards, and municipal by-laws relating to employee transportation, occupational health and safety, road traffic management, and employment practices as amended. Failure to comply with legal requirements shall constitute a material breach of contract.
Z15.2	Health and Safety Management System The Contractor shall establish and maintain a documented health and safety management system for transport operations. The system must include hazard identification, risk assessments, control measures, safety procedures, and training programs for the drivers.
Z15.3	Health and Safety Plan Prior to commencing services, the Contractor shall submit a Health and Safety Plan (enclosed in safety file package) to the Client (Safety Risk Management) for approval. The plan must amongst other things (list not exhaustive) address transport risks, driver safety, passenger safety, emergency response procedures, and incident reporting processes.
Z15.4	Contractor Safety File The Contractor shall compile and maintain a Safety File containing all legally required health and safety documentation including risk assessments, training records, medical certificates, vehicle inspections, and incident reports. The file must always be readily available for inspection and auditing by the client. The client representative must retain the copy of the approved safety file for safekeeping.

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Z15.5	Vehicle Roadworthiness All vehicles used for employee transport must be licensed, roadworthy, and maintained in accordance with applicable road traffic regulations. Vehicles must undergo regular mechanical inspections and preventative maintenance. Proof of maintenance should be retained by the contractor and be readily available upon request.
Z15.6	Vehicle Safety Equipment Vehicles must be equipped with a first aid kit, fire extinguisher, warning triangle, emergency contact list, and functional seatbelts for all passengers. Equipment must be inspected regularly.
Z15.7	Driver Licensing and Authorisation All drivers must possess valid driving licences appropriate for the vehicle category and hold Professional Driving Permits where required. Copies of licences must be submitted to the Client prior to contract commencement.
Z15.8	Driver Competency Drivers must be competent, experienced, and trained in defensive driving, passenger transport safety, and emergency procedures.
Z15.9	Medical Fitness of Drivers Drivers must be medically fit to operate vehicles and may be required to undergo periodic medical examinations.
Z15.10	Alcohol and Drug Testing Drivers shall be subject to alcohol and drug testing. No driver may operate a vehicle while under the influence of alcohol, drugs, or any substance that impairs safe driving. Over and above the routine mandatory testing at the Eskom gate, the contractor must have measures to have drivers tested for alcohol and drugs prior embarking on employee transportation.
Z15.11	Driver Fatigue Management The Contractor shall implement fatigue management practices to ensure drivers do not exceed safe working hours and receive adequate rest periods.
Z15.12	Passenger Capacity Passenger numbers shall not exceed the legally permitted capacity of the vehicle. Overloading is strictly prohibited.
Z15.13	Seatbelt Use All passengers must wear seatbelts while the vehicle is in motion. Drivers must ensure compliance with this requirement.
Z15.14	Safe Boarding and Disembarking Employees must board and exit vehicles only at designated safe pick-up and drop-off points approved by the Client.
Z15.15	Vehicle Inspection Drivers must conduct daily pre-trip vehicle inspections to ensure the vehicle is safe to operate. Defects must be reported immediately.
Z15.16	Incident Reporting All transport-related incidents, accidents, injuries, or near misses must be reported immediately to the client and recorded in the incident reporting system. Requirements of Eskom's incident Management procedure (32-95) should be adhered to. Contractor should submit manpower report statistics on the last day of each month for contractor safety performance consolidations Failure to comply with this requirement shall constitute a penalty measure on the contract.

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Z15.17	Incident Investigation The Contractor shall investigate all incidents and submit investigation reports to the Client including root causes and corrective actions.
Z15.18	Emergency Preparedness The Contractor must establish procedures for responding to accidents, medical emergencies, vehicle breakdowns, and security incidents during transportation.
Z15.19	Security of Passengers The Contractor shall ensure the security and protection of passengers during transport operations, including route planning and driver communication procedures.
Z15.20	Vehicle Tracking Vehicles may be required to be fitted with GPS tracking systems to allow monitoring of driver behaviour, routes, and travel times.
Z15.21	Contractor Induction All drivers and contractor personnel must undergo Employer safety induction before accessing the worksite or transporting employees.
Z15.22	Training Requirements Drivers must receive training in defensive driving, first aid awareness, emergency response procedures, and passenger safety.
Z15.23	Monitoring and Audits The Employer reserves the right to conduct inspections and audits of vehicles, drivers, and safety documentation at any time. Safety Risk Management will incorporate the contractor in the contractor audit schedules at regular intervals.
Z15.24	Non-Compliance Where non-compliance with safety or contractual requirements is identified, the Client shall issue the Non-Conformance Report (NCR) which may require corrective actions, suspension of services, or constitute removal of driver(s) from the contract.
Z15.25	Contract Termination for Safety Violations Serious safety violations, repeated non-compliance, or failure to comply with legal requirements may result in termination of the contract. These violations will be extended to Procurement Department to be recorded on contractor performance.
Z15.26	Records and Documentation The Contractor shall maintain records of driver licences, training, vehicle inspections, maintenance logs, and incident reports for the duration of the contract.
Z15.27	Communication with Employer The Contractor must maintain effective communication with the Client regarding transport schedules, incidents, delays, and operational issues.
Z15.28	Continuous Improvement The Contractor shall implement continuous improvement measures to enhance transport safety and operational performance throughout the contract period.

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C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering *Contractor*:

1. Please read both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)¹ 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	

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

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	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key person's data including CVs) are in .
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

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PART 2: PRICING DATA
TSC3 Option A

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing Assumptions	3
C2.2	<i>The Price Schedule</i>	2
Total number of pages		5

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C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

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

2. 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.

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering *Contractors* should read the TSC3 Guidance Notes pages 14 and 15. In an Option 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.

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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 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 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 because of a compensation event.

4.1. 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.

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C2.2 the *price list*

Item No.	Description	Type of Taxi	Unit	No of Taxis	Qty	Rate	Price
1	Safety file (fixed)	0	Once-off	0	1		
2	Safety file (time related 2 to 3 years)	0	Yearly	0	2		
3	21-Seater Ext 18	21-Seater day	Monthly	1	36		
4	21-Seater Aerorand	21-Seater day	Monthly	1	36		
5	13 -Seater Downtown	13-Seater day	Monthly	1	36		
6	21-Seater Dennisig / Kanonkop	21-Seater day	Monthly	1	36		
7	21-Seater Eastdene/Aloe Ridge/ Hlalamnandi/ Rondebosch	21-Seater day	Monthly	1	36		
8	13-Seater Mhluzi (Shift Change)	13-Seater day	Monthly	1	36		
9	21-Seater Mhluzi	21-Seater day	Monthly	1	36		
10	13 -Seater Mineralia	13-Seater day	Monthly	1	36		
11	21 - Seater Mhluzi	21-Seater Shift	Monthly	1	36		
12	13 - Seater Rockdale / Sam Rose/ Hlalamnandi - Shift Change	13-Seater Shift	Monthly	1	36		
13	13 - Seater Ext 18 / Aerorand-Shift Change	13-Seater Shift	Monthly	1	36		
14	13 - Seater Chromeville	13-Seater day	Monthly	1	36		
15	21 - Seater Rockdale	21-Seater day	Monthly	1	36		
16	Transport co-ordinator	0	Monthly	0	36		
17	Full time drivers on site x 2	0	Monthly	0	36		

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Item No.	Description	Type of Taxi	Unit	No of Taxis	Qty	Rate	Price
18	Transport services for as and when required: Funerals & sport events	0	KM	0	486720		
19	13 -Seater (As and when required)	13-Seater day	Monthly	0	18		
20	21- Seater (As and when required)	21 - Seater day	Monthly	0	18		

The total of the Prices



NB: The quantities on the contract are based on an "Estimate", they may be less or more. Therefore, the contract value is not binding, only the rates apply

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PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's</i> Service Information	1
	Total number of pages	23

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C3.1: *EMPLOYER'S SERVICE INFORMATION*

Contents

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1 Description of the service

1.1 Executive overview

Eskom, Arnot Power Station intends to enter in contract with a suitably qualified, experienced and established transport supplier with the capacity provide Home-Work-Home Transport services for Eskom employees from Middelburg at designated pick-up points to Arnot Power Station and back on daily basis for a period of three (3) Years.

The *Employer* requires a structured and dependable transport solution to ensure the safe and timely movement of employees to and from the workplace. Due to operational requirements and the location of the site, employees rely on organised transport services to maintain productivity, punctuality, and safety standards.

The appointment of a competent *Contractor* is therefore necessary to ensure continuity of operations, compliance with applicable legislation, and alignment with the *Employer's* Safety, Health, Environment, and Quality (SHEQ) requirements

1.2 Employer's requirements for the service

The scope is for the *Contractor* to provide Home-Work-Home Transport services for Eskom employees from Middelburg at designated pick-up points to Arnot Power Station and back on daily basis.

The Contractor will provide the following service:

- 21-Seater minibus to Provide Transport from Ext 18 to Arnot Power Station (PS) and back, Monday - Friday (excl. Public Holidays).
- 21-Seater minibus to Provide Transport from Aerorand to Arnot PS and back, Monday - Friday (excl. PH).
- 21-Seater minibus to Provide Transport from Dennisig/ Kanonkop to Arnot PS and back, Monday - Friday (excl. PH)
- 21-Seater minibus to Provide Transport from Rockdale to Arnot PS and back, Monday - Friday (excl. PH)
- 21-Seater minibus to Provide Transport from Eastdene/Aloe ridge/ Hlalamnandi and Rondebosch to Arnot PS and back, Monday - Friday (incl. PH).
- 21-Seater minibus to Provide Transport from Mhluzi to Arnot PS and back, Monday - Sunday (incl. PH)
- 21-Seater minibus to Provide Transport from Mhluzi to Arnot PS and back, Monday - Sunday (incl. PH),
- 13-Seater minibus to Provide Transport from Mhluzi to Arnot PS and back, Monday - Sunday (incl. PH), shift change
- 13-Seater minibus to Provide Transport from Downtown to Arnot PS and back, Monday - Sunday (incl. PH),
- 13-Seater minibus to Provide Transport from Mineralia to Arnot PS and back, Monday - Sunday (incl. PH),
- 13-Seater minibus to Provide Transport from Rockdale/Samrose/Hlalamnandi to Arnot PS and back, Monday - Sunday (incl. PH), shift change.

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- 13-Seater minibus to Provide Transport from Ext 18/Aerorand to Arnot PS and back, Monday - Sunday (incl. PH), shift change.
- 13-Seater minibus to Provide Transport from Chromeville to Arnot PS and back, Monday - Sunday (incl. PH).
- Transport services for as and when required: Funerals & sport events
- 2x drivers to be based at Arnot PS on a daily basis from Monday- Friday (incl. PH).

Vehicle Requirements (Technical Specifications)

All vehicles utilised under this contract shall comply with the following minimum requirements:

- Vehicles that is not older than 2 years and must have less than 100 000KM
- Vehicle must have factory-fitted antilock brake system (ABS)
- Vehicle must have Factory-fitted front driver and passenger airbags
- Vehicle must have Factory-fitted power steering
- Vehicle must have Factory-fitted air conditioner
- Vehicle must have Factory-fitted audio system – radio/CD player
- Vehicle must have a fully equipped First Aid box
- Vehicle must have a fully serviced Fire Extinguisher
- Vehicle must have 2 x Emergency warning triangle
- Vehicle must have Three-point safety belts for every seat
- Vehicle must have No fold-up or jockey seats
- There must be a speed warning sign at the back of every minibus
- Yellow reflective tape that must be fitted as per the National Road Traffic Act specification on all minibuses National Road Traffic Act specification.
- The minibus must have at least two identified emergency exits for every 12 (twelve) passengers as per the National Road Traffic Act specification.
- Vehicle must comply to the National Traffic Act Specifications.

Vehicle Requirements (Additional)

- The driver's seat must be adjustable.
- The driver's compartment must be partitioned as required.

Operational Requirements

The *Contractor* shall comply with the following

- Special trips may be required from time to time to other locations.
- The *Contractor* shall ensure employees arrive at work timeously.
- The *Contractor* shall inform the *Employer* of any changes or delays (e.g. late arrivals, emergencies, change of drivers).
- The *Contractor* shall report and manage employee complaints.
- Vehicles and drivers dedicated to this contract must be used exclusively for Arnot Power Station employee transport.
- Vehicles and drivers must remain available on-site between trips for emergency or unforeseen requirements.
- All drivers should always have a cellular phone and sufficient airtime to be able to communicate with passengers, their company and Eskom in case of an emergency or any other unforeseen circumstances.
- The *Contractor* undertakes to provide a replacement bus of the same standard and quality in the case of a mechanical breakdown or vehicle service and to get the Eskom employees to their destination speedily and safely.
- Busses are only allowed to pick up and drop off passengers at he/she designated bus stops at Arnot Power Station.

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- Only Eskom Arnot Power Station employees and students will be allowed on the busses as passengers.
- Eskom will not be held liable for possible injuries to 'illegal passengers' if allowed onto the busses by the Contractor.

Maintenance and Service Requirements

- Arrange regular cleaning and maintenance of all vehicles.
- Schedule routine servicing and provide alternative vehicles during service periods.
- Ensure all vehicles are clean, roadworthy, and comfortable at all times.

Safety, Health, Environment and Quality (SHEQ) Requirements

- Ensure compliance with approved speed limits and the National Road Traffic Act, 1996 (Act No. 93 of 1996) and its amendments.
- All transport services must comply with the National Road Traffic Act, including valid driver licenses, roadworthy vehicles, and adherence to all road safety regulations.
- Prepare, maintain, and keep an updated safety file for the duration of the contract.
- Appoint a full-time supervisor to oversee daily operations and report incidents.
- Provide weekly inspection checklists and logbooks.
- Install tracking devices in all vehicles and provide reports when required
- Adhere to approved speed limits and *Employer* safety requirements.
- Health and safety file should be approved by Safety risk Management department prior to any work commences on site.
- Arnot Power Station SHEQ induction must be conducted before access to site can be granted.
- Eskom Holdings Limited reserves the right to inspect the busses at any reasonable time for roadworthiness and it is the responsibility of the *Contractor* to always maintain the busses in a roadworthy condition.

Testing and Inspection

The *Contractor* shall carry out regular inspections and testing of vehicles, equipment, and services to ensure compliance with this Scope of Work and the conditions of contract.

Defects may include, but are not limited to:

- Unroadworthy or poorly maintained vehicles.
- Failure to meet safety requirements or SHEQ standards.
- Punctuality or failure to adhere to agreed schedules.
- Availability of required equipment in vehicles.
- Use of unapproved vehicles or unqualified drivers.
- Failure to meet performance standards or reporting requirements

Mandatory Equipment Requirements

The *Contractor* shall ensure that each vehicle is equipped with:

- Fully serviced fire extinguisher, securely mounted (not loose).
- Fully stocked first aid kit (inspected annually by an authorised provider).
- Spare wheel, jack, and wheel spanner.
- Minimum of two (2) emergency warning triangles.

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Employer's Responsibilities

The *Employer* will:

- Provide office space at Arnot Power Station for operational use (as required, not full-time).
- Reserve the right to inspect premises, equipment, and tools to ensure compliance with required standards.

Commercial And Contractual Conditions

- All services shall be executed under an approved Eskom contract or term agreement.
- Pricing shall be in accordance with approved Eskom rate schedules.
- Variations shall require written approval in line with Eskom DoA.
- At the end of every calendar month, the *Contractor* shall furnish Eskom Arnot Power Station's fleet management services with a detailed statement/invoice as per the contract together with a copy of his safety meeting minutes.
- Failure to provide these documents will lead to the withholding of payments until the required documents are submitted.
- Any claim to non-scheduled journeys and/or distances must be supported by properly kept records of such occurrences, but any of these trips should have been pre-approved by the contract manager/service manager.
- The *Contractor* shall always comply with all legal requirements in respect of the required transportation services and shall be the holder of all licenses, permits and insurance that may be required in terms of the contract and all applicable legislation.
- The bus drivers must always be in possession of valid Public Transport permits (PDP operator's card). The bus drivers must be able to produce their permits on demand to the Arnot Power Station fleet officer or his representative.
- All contract drivers will be tested for an Eskom driver's permit and will be issued with such a permit. Failure to comply with this requirement will lead to the immediate cancellation of the contract as well as compensation claims by Eskom Holdings Limited against the contractor for consequential recovery/extra expenditures.

Staffing Requirements

In the execution of its duties the *Contractor*.

- Provides adequate human resources to execute the tasks as required by the *Employer*, including outside normal working hours. E.g. administration, management, SHEQ and quality control.
- Provides constant supervision in all areas where work is performed.
- Provides for a SHEQ/Quality Controller for all safety, environmental and quality control activities.
- Remunerates all employees as per legislation and industry norms.
- Continuously develops all employees on key areas of service and on Safety, Health, Environmental and Quality matters.

Administration Requirements

The *Contractor* Shall.

- Keeps all tills in good working condition.
- Submit to the *Employer* an automated month end report in a format agreed with the Service Manager.
- The *Employer* reserves the right to full access of all records and may require further verification or change to supporting documents at any given time.

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Personal Protective Equipment (PPE) and Uniform

The *Contractor* Shall.

- Provides its employees with PPE and uniform that meets the requirements facility; this includes work wear for cold weather. PPE's shall be company branded
- Provides T-shirts and winter jackets and keeps a register of PPE issued

All uniform and PPE are kept in a neat condition. Employees are provided with enough PPE and uniforms to ensure a clean set for each shift.

Emergency and Risk

Within 12 days of the commencement date the *Contractor* shall provide the *Employer* with a comprehensive risk analysis for the complete operation.

Other requirements

The *Contractor* shall conduct quarterly independent audits, keep records and report the findings To the *Service Manager*.

The *Contractor* shall conduct quarterly Vehicle inspection, keep records and report the outcomes to the *Employer's Service Manager*.

Contingency plan when there is any unrest.

1.3 Interpretation and terminology

Definition	Description
National Road Traffic Act	is the primary legislation governing road traffic, vehicle standards, driver licensing, and road safety within the Republic of South Africa
Inspection	Inspection in a transport services contract involves routine and ad hoc evaluations conducted by the Service Provider and/or the <i>Employer</i> to ensure that transport services are delivered in accordance with the Scope of Work (SoW), SHEQ requirements, and agreed performance standards.
Testing	Testing in a transport services contract involves planned and routine checks conducted by the Service Provider (and where applicable, witnessed or audited by the <i>Employer</i>) to confirm that all transport services are delivered safely, reliably, and in accordance with the Scope of Work (SoW).

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
SMS	Cell phone notification
PH	Public Holiday
ABS	Antilock Brake System
SoW	Scope of Work
WS	Weather Station
KPI's	Key Performance Indicators
SHEQ	Safe Healthy Environmentally Quality

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SHE Rep	Safety Health Environment representative
HIRA	Hazard Identification Risk Assessment
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
SHE	Safety Health and Safety
DoA	Delegation of Authority

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

Any special requirements should be highlighted in this plan.

2.2 Management meetings

Meeting will be held as and when required by the *Service Manager* or the *Contractor*.

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	When the need arises	TBA	<i>Employer, Contractor</i> and ____
Overall contract progress and feedback	Monthly	Fleet Department	<i>Employer, Contractor</i> and ____
HWH meetings and assessment	Monthly	Fleet Department	<i>Contractor</i> Management and SHEQ
Weekly meetings with the Service Manager or when required	Weekly	Fleet Department	<i>Contractor</i> Management and Safety Rep

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.

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2.3 Contractor's management, supervision and key people

Contractor is to ensure that all staff are closely supervised whilst working in various plants at Arnot Power Station.

The *Contractor* appoints employees with sufficient knowledge in their area of expertise.

The *Contractor's* employees on site should be able to conduct pre-job brief and RA. The *Employer* will conduct the RA and pre-job briefs with *Contractor's* Safety Officer. It will be required that the pre-job brief and RA be conducted daily.

The *Contractor* employs only people who have received sufficient training to ensure that they comply with the Act.

The *Contractor* appoints a person who liaises with the *Employer's* designated Safety Officer.

Undertakes safety audits at the Site and on the *Contractor's* employees.

The *Employer* can refuse any employee, Sub-*Contractor* or agent of the *Contractor* access to the Site if such person is found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.

The *Employer* can Issue the *Contractor* with a work stop order should he become aware of any unsafe working procedure or conditions of non-compliance with the Act, Regulations and Procedures by the *Contractor*.

2.4 Provision of bonds and guarantees

Not applicable

2.5 Documentation control

All formal Contractual communications shall be on a letterhead and bear as a minimum the date, subject, reference number, Identities of sender and receiver and signature of sender and shall be delivered as attachments in the case of emails and not as a message in the email itself. All formal communications to the *Employer* shall be addressed to the *Employer's* Agent.

Correspondence on a day-to-day basis may be directed to other parties within the *Employer's* organisation but care must be taken not to violate Contract conditions and other provisions of the Contract.

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 address the tax invoice to Finance Shared Service (FSS) Fss@eskom.co.za and 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.
- (add other as required)

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2.7 Contract change management

Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.

The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.

If the *Employer's Service Manager* change, the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels

Clause 6 Compensation events of the NEC3 Term Service Contract will apply to all changes in this contract.

2.8 Records of Defined Cost to be kept by the Contractor

To substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

The *Contractor's* Site Manager will complete the site daily log, and this will be submitted to the *Service Manager* for his signature before 16H00 of the following morning barring weekends. The Friday and weekend logs will be submitted before 16H00 Mondays. The log will include but not be limited to the following:

- Date and day
- Weather
- Site Conditions
- Work Done
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor* and
- Any incidents during that period

2.9 Insurance provided by the Employer

Refer to Insurance Section on point Z12 of Contract

2.10 Training workshops and technology transfer

Not applicable

2.11 Design and supply of Equipment

All tools and equipment provided by the *Contractor* to be SABS Compliant and to be checked daily as to whether they comply with the necessary Health and Safety requirements of Arnot Power Station.

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

2.12.1 Equipment

Not applicable

2.12.2 Information and other things

Not applicable

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2.13 Management of work done by Task Order

All work is to be performed in Accordance with Task Order provided.

The *Service Manager* may at any time instruct the *Contractor* orally, followed up in writing, to carry out work which is of an emergency nature. The *Contractor* shall issue a quote for the emergency work to the *Service Manager* for this work before the end of the next business day. The *Service Manager* will then create the order for the task and send the task order assessment.

Within 14 days of Task Completion, the *Contractor* shall submit to the *Service Manager* a detailed technical report for every completed Task Order. This report shall include all technical information and data produced for the Task Order and a technical evaluation on findings from the work done with recommendations for future action by the Parties and other information the *Service Manager* may require.

The prices for each item of work within the service shall be those on the Price List. Clause X19.3 requires that the items of work within the service which are not on the Price List are assessed as for compensation events.

A Task Order includes:

- A detailed description of the work in the Task
- A priced list of items of work in the Task in which items taken from the Price List are identified.
- The starting and completion dates for the Task
- Conditions of the service agreement is in accordance with the Task Order issued
- No Task Order is issued after the end of the service period.

When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:

- The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
- Response time within 1 hour for any communication when the *Contractor* acknowledges the emergency.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the service. Without limitation the *Contractor*: accepts that the *Employer* may appoint him as the “*Contractor*” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993 (OHSAct)) (“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 Occupational Health and Safety Act 85 of 1993; its regulation and Safety, Health and Environmental (SHE Spec) requirements for this contract.

All applicable health & safety laws; regulations; SHE Spec; health and safety standards, guidelines and Safety management systems(OHSAS 18001/ISO 45001) 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, occupational Health and Safety Act ; Project specific SHE spec ; applicable regulations, best practices & guidelines, Guidelines in terms of safety management systems(OHSAS 18001/ISO45001) and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

The *Contractor*, in and about the execution of the service, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures

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that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

In addition to the requirements of laws governing health and safety, Eskom have some additional requirements particular to the service and affected property for this contract.

Consideration must be given to following Eskom Life Saving Rules: 240-62196227:

1. Open, Isolate, Test, Earth, Bond, and/or insulate before touch.

No person may work on any electrical network unless:

He/she is trained and authorised as competent for the task to be done.

- A pre-task risk assessment to identify all risks and hazards has been conducted prior to any work commencing.
- An equipotential zone is created for each worker on the job site by earthing, bonding, and/or insulating according to approved procedures.
- All conducting material is connected, all staff on site wear electrical safety shoes, and insulating techniques are applied according to standards; and
- The authorised person (team leader) has certified and shown all team members that the apparatus is safe to work on.

2. Hook up at height

Working at height s defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.

No person may work at height where there is a risk of falling unless:

- A pre-task risk assessment to identify all risks and hazards has been conducted prior to commencing any work at height.
- He/she is appropriately trained.
- He/she is appropriately secured during ascending and descending; and
- He/she is using an approved fall arrest system where applicable.

3. Buckle up

No person may drive any vehicle on Eskom business and/or on Eskom premises:

- Unless the driver and all passengers are wearing seat belts.

4. Be sober

No person is allowed to work under the influence of drugs and alcohol.

"Under the influence" means the use of alcohol, drugs, and/or a controlled substance to the extent that:

- His individual faculties are in any way impaired by the consumption or use of the substances; or
- The individual is unable to perform in a safe, productive manner; or
- The individual has a level of any such substance in his/her body that corresponds to or exceeds accepted medical/legal standards; or
- The individual has a level of alcohol in his/her body that is greater than 0% blood alcohol concentration.

This includes any level of an illegal substance in the body, irrespective of when the substance was used.

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5. Permit to Work

Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by the Plant Safety Regulations, Operating Regulations for High Voltage Systems (ORHVS) etc.

- No plant is to be returned to service without the cancellation of all permits on that plant in accordance with procedure.

NB: in the case of live work, a "live work declaration form" is to be completed by the authorised person who is the person responsible for the safe execution of work according to relevant standards and procedures.

Please ensure that these rules are understood and communicated with the urgency that they deserve. If any of these rules are unclear or the consequences not understood, please do not hesitate to discuss it with Eskom.

We would like to continue our current partnership and therefore urge your support in the implementation and upholding of these rules.

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

3.2 Environmental constraints and management

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

NB: Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents, which the *Contractor* shall comply with during the works.

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

It should always be noted that Arnot Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy, which aims to achieve a desirable balance between conservation and development. All activities taking place within Arnot Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The *Contractor's* team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The *Contractor* must consult with Arnot Environmental section on a regular basis for on-going assistance and advice.

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

- Environmental policy
- Environmental legal and other requirements
- Risk Assessments/Aspects & Impacts Register
- Improved management of monitoring and measurement documentation (e.g. devices calibration certificates)

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- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS. Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (provided either by the *Contractor* or by *Service Manager*) as well as emergency preparedness and response procedures/plans.
- The *Contractor* shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports.
- Arnot Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- Contingency plans - Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.

Audits

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

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

3.3 Quality assurance requirements

The *Contractor* is also expected to be ISO 9001 certified and compliant.

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58).

The Quality documents are to be submitted for approval to the *Service Manager* within thirty (30) days after a contract has been awarded to the *Contractor*.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to the *Service Manager*. The *Contractor*, in conjunction with the *Service Manager* must sign off all Quality Control documents after completing all work as per the agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to the *Service Manager* within one (1) week after completion of work.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises.

The *Contractor* shall comply with all *Employer's* requirements as set out in QM-58 (Supplier Contract Quality Specification).

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

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

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

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By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

Contract Quality Management Plan Requirement

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

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

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

Quality Control Plan

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

The quality control plan indicates the following as appropriate:

- The identification of the item.
- A list of the sequence of operations including inspections and tests.
- The identification of the specification, drawings or procedures for each operation
- The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number.
- The inspections and tests the *Contractor* has nominated for hold and witness points.
- Provision for inspections and tests nominated by the *Service Manager*
- Provision for inspection status indication.
- Inspection and test records which are generated by the *Contractor*.
- Personnel qualifications from approved training and accredited institute.
- The Contractor shall ensure that all vehicles, drivers and mobile equipment are being operated and maintained in line with Eskom's Vehicle and Driver Safety Management Procedure, 240-62946386.

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

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4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

All personnel employed by the Service Provider for the execution of this contract shall meet the following minimum requirements:

- Service Provider must Employ personnel from the local community where possible
- All employees must be legally employed in South Africa and comply with all applicable labour legislation.
- Personnel must possess valid identification documents and any required work permits.
- All drivers must hold a valid and appropriate driver's license, including a valid Passenger Driving Permit (PDP).
- Personnel may be required to undergo background checks(Criminal Record Screening)
- Personnel, especially drivers, must be medically fit to perform their duties, with proof available upon request.

The Service Provider must appoint a competent supervisor or contract manager responsible for overseeing personnel and service delivery.

4.1.2 BBBEE and preferencing scheme

Not applicable.

4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

It is a requirement to have NEC3 TSC3 back to back contracts in place with all Subcontractors.

4.2.3 Limitations on subcontracting

Not applicable

4.2.4 Attendance on subcontractors

Not applicable

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4.3 Plant and Materials

4.3.1 Specifications

Not applicable.

4.3.2 Correction of defects

The *Contractor* corrects a defect whether the Service Manager notifies him/her of it or not to minimise the adverse effect on the *Employer* or others.

If the *Contractor* does not correct a defect within the time required by this contract, the *Service Manager* assesses the cost to the *Employer* of having the defect corrected by other people and the *Contractor* pays this amount.

4.3.3 Contractor's procurement of Plant and Materials

Not applicable.

4.3.4 Tests and inspections before delivery

Before any vehicle or transport service is put into operation under this contract, the Service Provider and *Service Manager* shall ensure that all required tests and inspections are completed to confirm compliance with the Scope of Work (SoW), SHEQ requirements, and applicable legislation, including the National Road Traffic Act, 1996.

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

Not applicable.

4.3.6 Cataloguing requirements by the Contractor

Not applicable.

5 Working on the Affected Property

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

All Site access is controlled through the designated access gate.

The *Contractor* must ensure that all his personnel attend a Health and Safety Induction presented by Arnot Power Station free of charge prior to commencement with the services. The induction is valid for the duration of one (1) year at the Power Station.

No person will be issued with an access permit without proof that the person did attend the local Arnot Power Station induction course.

The *Contractor* is informed of the access procedures through Site regulations and that such procedures may change depending on the prevailing security situation.

Recruitment outside the Employer's security office is not allowed. Local privately owned recruitment offices to be utilised.

A one-day access permit will be issued for persons attending the induction course.

It is the *Contractor's* responsibility to arrange with the *Service Manager* one week in advance for a course booking.

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All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be adhered to on the premises at all times. No personnel at the back of any vehicle.

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be always adhered to on the premises.

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 'co-operate fully to achieve this objective.

The *Service Manager* must be informed within 24 hours of any injuries or damage to property or equipment. This report does not relieve the *Contractor* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

5.2 People restrictions, hours of work, conduct and records

The *Contractor* keeps records of his people working on the Affected Property. The *Service Manager* shall have access to them at any time.

The attendance register needs to be signed daily at the *Service Manager's* office and the working hours on the *Employer's* site is as follows:

Monday to Thursday – 07h00 to 16h15

Fridays – 07h00 to 12h00

Shift change Monday to Sunday (incl. PH) – 24 Hours

The *Contractor* has to comply with legislation with regards to the hours of work, rest periods and leave requirements.

5.3 Health and safety facilities on the Affected Property

Medical facilities are available on site for emergencies only.

The *Contractor* shall comply with the health and safety requirements:

A. Road Safety

Speed limit: 40km/h

By passing Speed humps not allowed

Transporting People at the back of the bakkie is not allowed

Buckle up always

Park only at demarcated areas

B. Sanitation

Toilets for both genders are available at the plant

C. Emergency

The emergency number for Arnot is 013 297 9184 Pax:5222

Emergency alarms are tested every Wednesday 10H00

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D. Access

Before access can be granted the following must be met:
Safety file checked and approved

The *Contractor* shall comply with the latest version of Occupational Health and Safety Act No. 85 of 1993 and Eskom Health and Safety policy, procedures, specifications and guidelines.

5.4 Cooperating with and obtaining acceptance of Others

The *Contractor* might encounter other parties also doing work in the *Contractor's* designated work area, The *Contractor* must fully co-operate with other Service providers to prevent injuries.

This sub-paragraph could be used to deal with two issues

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

5.5 Records of Contractor's Equipment

All *Contractor's* equipment will be verified at the security gate and recorded whether it is owned or hired. Data packs to be utilized to keep records.

5.6 Equipment provided by the Employer

No equipment will be provided by the *Employer*- All vehicles and equipment required for the service are provided by the *Contractor*.

5.7 Site services and facilities

5.7.1 Provided by the Employer

Potable water

Potable water for construction purposes is also available free of charge. Any installation is for the *Contractor's* account.

Meals

Meals on site for *Contractor's* personnel are not available

Sanitary Facilities

Sanitary facilities are provided by the *Employer*.

General

The *Contractor* is to comply with all Site regulations and instructions. The onus is on the *Contractor* to ensure his familiarity with the *Employer's* Site regulations and inspections.

Fire Protection

The *Contractor* is to comply with requirements of Eskom Standard NWS 1494 Revision 4 "Fire prevention and protection of *Contractor's* premises on Engineering Sites" and of Site Regulations pertaining fire protection. (NWS1494 Revision 4).

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Fire Precautions

Any tampering with the *Employer's* fire equipment is strictly forbidden. All exit doors, fire escape routes, walkways, stairways and stair landings must be kept free of obstruction, and not to be used for work or storage at any time. Firefighting equipment must always remain accessible.

Plant Safety Regulations

The *Employer* shall on request from the *Contractor* isolate required plant from all sources of danger as described in the Plant Safety Regulations. The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Declaration Book prior to working on the plant.

Induction training to employees

No person will be issued with an access permit without proof that the person did attend the local Arnot Power Station induction course.

A one-day access permit will be issued for persons attending the induction course. It is the *Contractor's* responsibility to arrange with the Project Manager one week in advance for a course booking.

Supply of construction power

Conditions of supply for Erection In order to comply with the Electrical Installation Regulations under the Occupational Health and Safety Act,

no 85 of 1993 the following requirements are met before electricity is supplied it is expected that the *Contractor* is in possession of a valid certificate of compliance. Your electrical installation is inspected and tested by an accredited person to ensure that it complies with the requirements of the Occupational Health and Safety Act, 1993 and the code of Practice for wiring of premises, SABS 0142. After you have obtained the certificate of compliance, the *Employer* is to inspect your electrical installation and if satisfied, it is connected and supplied from the construction power supply.

The *Contractor* provides at his own expense all temporary wiring and cabling to lead power from the *Employer's* supply points, to where it is required, maintain same and remove on completion. These points of supply are the points designated by the Project Manager.

Warning:

Phase rotation may change during power supply breaks. *Contractors* are responsible to check rotation of their Equipment before recommencing work.

Application for supply

A standard 'Application for Power' form is completed and submitted to the Project Manager at least two weeks before a power supply is required. The *Employer* guarantees the continuity of power supply for a minimum 26 out of 30 days.

Cost of supply

There is no charge for electricity used for construction purposes and no connection fee is levied for the point of supply.

5.7.2 Provided by the *Contractor*

The *Contractor* provides all the necessary equipment, personnel etc. necessary for rendering of services other than what is provided by the *Employer*.

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5.8 Control of noise, dust, water and waste

Refuse Disposal

The *Contractor* is responsible to keep the work area clean of any rubble.

All waste introduced and/or produced on the *Employer's* premises by the *Contractor* for this contract, is handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref: ISBN0621 - 16296-5.

The *Employer* provides colour coded bins for refuse disposal.

The *Employer* empties these bins.

Contractor keeps the work area clean of any rubble, and to places all refuse into the bins provided.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins.

5.9 Hook ups to existing works

Not Applicable

5.10 Tests and inspections

5.10.1 Description of tests and inspections

The *Service Manager* and the *Contractor* to conduct regular inspections and testing of vehicles, equipment, and services to ensure compliance with this Scope of Work and the conditions of contract.

Defects may include, but are not limited to:

- Unroadworthy or poorly maintained vehicles.
- Failure to meet safety requirements or SHEQ standards.
- Punctuality or failure to adhere to agreed schedules.
- Availability of required equipment in vehicles.
- Use of unapproved vehicles or unqualified drivers.
- Failure to meet performance standards or reporting requirements

5.10.2 Materials facilities and samples for tests and inspections

Contractor shall conduct quarterly Vehicle inspection, keep records and report the outcomes to the Employers *Service Manager*.

6 List of drawings

6.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to the contract

Drawing number	Revision	Title

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