NEC3 Term Service Contract (TSC3)

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

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

for **Transportation of day shift employees from secunda to Tutuka Power Station as and when required for a period of 60 months.**

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CONTRACT No. **[Insert at award stage]**

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
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	[to be inserted from Returnable Documents at award stage]	
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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:

TRANSPORTATION OF DAY SHIFT EMPLOYEES FROM SECUNDA TO TUTUKA POWER STATION AS AND WHEN REQUIRED FOR A PERIOD OF 60 MONTHS.

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

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

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

Tenderer's CIDB registration number: .....

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

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer

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

Name & signature of witness .....

Date .....

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

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	**[●]**	**[●]**
2	**[●]**	**[●]**
3	**[●]**	**[●]**
4	**[●]**	**[●]**
5	**[●]**	**[●]**
6	**[●]**	**[●]**
7	**[●]**	**[●]**

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

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

	For the tenderer:	**For the Employer**
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	..... *(Insert name and address of organisation)*	..... *(Insert name and address of organisation)*
Name & signature of witness	.....	.....
Date	.....	.....

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* 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
		X19: Task Order
		X20: Key performance indicators
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[2] (TSC3)	
10.1	The *Employer* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel No.	**[●]**
	Fax No.	**[●]**
10.1	The *Service Manager* is (name):	**[●]**
	Address	**[●]**
	Tel	**[●]**
	Fax	**[●]**
	e-mail	**[●]**
11.2(13)	The *service* is	**Provision of transportation for dayshift employees from secunda to Tutuka Power Station.**
11.2(14)	The following matters will be included in	• **Vehicle accidents causing injury or fatality to employees.**

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

	the Risk Register	• **Unsafe driving, fatigue, or unroadworthy vehicles.** • **Severe weather, protests, unrest, or road closures**
11.2(15)	The Service Information is in	**Part 3: Scope of Work**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	• **Urgent / Operational matters: 1 Day** • **Standard communications: 3 Working Days**
2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
21.1	The *Contractor* submits a first plan for acceptance within	
3	**Time**	
30.1	The *starting date* is.	**TBC**
30.1	The *service period* is	**TBC**
4	**Testing and defects**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
5	**Payment**	
50.1	The *assessment interval* is	**between the 25th day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**4 weeks.**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and** **(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may**

		replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	**Compensation events**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
7	**Use of Equipment Plant and Materials**	**N/A**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**1. Delays or restrictions caused by security lockdowns, access control failures, or internal congestion** **2. National strikes, unrest, or protests directly impacting the station**
9	**Termination**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**4 weeks.**
11	**Data for Option W1**	
W1.1	The *Adjudicator*	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
	Address	**[●]**
	Tel No.	**[●]**
	Fax No.	**[●]**
	e-mail	**[●]**
W1.2(3)	The *Adjudicator nominating body* 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 *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* 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

X1.1 The *base date* for indices is **:**

The proportions used to calculate the Price Adjustment Factor are:

proportion	**linked to index for**	**Index prepared by**
0.	**[●]**	**[●]**
0.	**[●]**	**[●]**
0.	**[●]**	**[●]**
0.	**[●]**	**[●]**
0.	**[●]**	**[●]**
[●]	**non-adjustable**	
1.00		

X2	**Changes in the law**	**There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**3 days of receiving the Task Order**
X20	**Key Performance Indicators (not used when Option X12 applies)**	
X20.1	The *incentive schedule* for Key Performance Indicators is in	**No Incentives will be provided by the employer. See Annexure A for table of KPI.**
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	**[●] months**
Z	**The *additional conditions of contract***	

	are	**Z1 to Z14 always apply.**

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer.*

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

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

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

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Contractor*'s entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer*'s liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

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

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 *Contractor* to the *Employer*'s property	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
The *Contractor*'s liability for loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a	Loss of or damage to property The replacement cost Bodily injury to or death of a person

person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service	The amount required by the applicable law.
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the *Employer*

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from

nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

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

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

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

Z14 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air means bbreathable 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 ccompliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL means ooccupational exposure limit.

Parallel Measurements means mmeasurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Employer*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety

Act, 1993 (Act 85 of 1993) (“Asbestos Regulations”). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

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

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor*’s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*’s expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

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

		CV's (and further key person's data including CVs) are in .
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	
11.2(19)	The tendered total of the Prices is	**R**

C1.3 Forms of Securities

Not Applicable.

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
C2.2	The *price list*	

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms 11 11.2 (12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor*’s plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Number of Resources	Rate	Price
1	Provision of transportation of day shift employees from Secunda to Tutuka Power Station and back, to Secunda, as and when required for a period of 60 months using 3 x 14 Seater vehicles. (2990km per month)	KM	179 400	3		
2	Provision of unscheduled transportation services on an ad-hoc and call-out basis to support operational, maintenance, emergency, and business-critical activities as and when required by the Tutuka PowerStation using 1x 14 seater vehicle. (5000Km per month)	KM	300 000	1		
3	Safety File	Sum	1	1		
4	Medicals and Inductions (for 4 drivers,1 Medical Per year)	Each	5	4		

The total of the Prices

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1. Description of the service

1.1. Executive overview

Tutuka Power Station provides home-work-home transportation to its employees staying in various areas daily. There are employees who stay in the Secunda and Mbalenhle Location that must be transported daily using 4x 14 Seater vehicles.

The purpose of this document is to ensure that all the employees who are employed at Tutuka have transport that is reliable and timely so that the employees can get safely to work and back home again.

The Service Provider must ensure 24/7 availability of suitable vehicles and drivers to respond to unscheduled transport requests within the agreed response time.

Unscheduled transportation services shall include, but are not limited to, the following:

- Transportation for emergency response, breakdown support, and urgent operational requirements
- Unplanned staff movements for shift changes, standby duties, and overtime support
- Ad-hoc transport for project, outage, and maintenance activities
- Transport required outside normal working hours, including weekends and public holidays.

1.2. Employer’s requirements for the service

The transportation service will be rendered in accordance to the following terms:

- The Supplier shall abide by the detailed timetable and routes as defined by Tutuka Power Station. Eskom Holdings Limited shall, however, have the exclusive right to amend the aforesaid timetables and routes from time to time in consultation with the Supplier.
- All drivers should always have a cellular phone and sufficient airtime to be able to communicate with passengers, with their company and Eskom in case of emergency or any other unforeseen circumstances.
- The Supplier undertakes to provide a replacement bus of same standard and quality in the case of a mechanical breakdown or vehicle service and to get the Eskom employees to their destination as speedily as possible, at their own cost.
- Buses are only allowed to pick up and drop off passengers at the designated bus stops at Tutuka.
- Only Eskom Tutuka employees and Eskom Tutuka learners will be allowed on the busses as passengers. Failure by the Contractor to comply may result in cancellation of the contract. Furthermore, Eskom Holdings Limited will not be held liable for possible injuries to ‘illegal’ passengers if allowed onto the busses by the Contractor.
- Any changes to this transport service as agreed to between the two parties may result in an increase or decrease in the number of busses required to render the service or discontinue the service at any time.
- The Supplier / Contractor shall, on request by Eskom Holdings Limited, exchange any of the allocated busses for a smaller or bigger bus depending on Tutuka’s requirements.

- The Supplier undertakes to make transport available on Eskom's request for any special occasion which may be arranged by Eskom Holdings Limited.

- Should the Supplier not be able to comply with this request, Eskom Holdings Limited reserves the right to obtain the required bus from an alternative source and to cancel the specific exchange item with the Supplier.

- The Supplier undertakes to make transport available for any emergency evacuation of the station and to participate in drills and re-enactments of evacuations. The supplier will attend the Emergency planning meetings and sessions and work together with Fleet and any Tutuka emergency team to evacuate people in case of a threat by following the correct protocol.

- The service so provided will be subject to the same conditions and requirements as laid down in this contract.

- Prices will be adjusted in accordance with negotiated agreements.

- The Supplier shall not be entitled to alienate, pledge, cede or deal in any manner whatsoever, with any claim he may have arising from this contract or his rights and obligations, in terms of such contract, without the prior, written approval of Eskom Holdings Limited.

- The Supplier undertakes to limit his service to the prescribed number of Eskom passengers per bus. Should additional Eskom passengers require transport, this requirement may be accommodated provided the additional passengers are able to produce a valid Eskom Tutuka employee permit.

Legal requirements and permits:

The Supplier undertakes and guarantees that he is legally authorized, qualified and properly equipped to render the bus transportation service required and that he is fully conversant with the legal provisions with regard to the transportation service to be rendered and undertakes to abide by such legal provisions during the contract period.

He shall at all times comply with all legal requirements in respect of the required bus transportation service
and shall be the holder of all licenses, permits and insurance that may be required in terms of the contract and all applicable legislation.

The Tenderer when tendering must supply copies of all legally and administratively required licenses and insurance documents, as part of the tender documents. Should any other vehicle than those tendered for be used when the contract starts, these documents should be provided to the Tutuka Power Station's Fleet Officer prior to commencement of the service.

The Supplier acknowledges that he has insurance cover in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, and undertakes to supply Eskom Holdings Limited with proof of such insurance cover.

The bus drivers must always be in possession of valid Public Transport Permit (PDP operator's card). The bus drivers must be able to produce their permits on demand to the Tutuka Fleet Officer or his representative.

Immediately upon award of the contract, the Supplier will submit to the Tutuka Power Station Fleet Officer certified copies of the following:

- All drivers' ID's
- all drivers' PDP's
- Registration certificates of busses
- COF's of busses
- Road transportation permit.

When appointing a new driver, the Tutuka Fleet Officer must immediately be notified and the driver's documentation provided.

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 compensations claims by Eskom Holdings Limited against the Supplier for consequential recovery / extra expenditures.

Vehicle Specifications:

ALL VEHICLES SHALL ADHERE TO FOLLOWING ESKOM DOCUMENT: 32- 345 Eskom Vehicle Safety Specifications which stipulates the following minimum specifications for Mini and Midi Buses:

- All vehicles that are tested for NCAP in South Africa/Europe will comply with the Euro NCAP 4 rating.
- Factory-fitted antilock braking system (ABS).
- Factory-fitted driver and passenger airbags.
- Alarm/immobiliser – factory-fitted. Factory-fitted power steering.
- Tyres in conformity with the manufacturer's specifications for the intended work.
- Two emergency warning triangles (in all vehicles).
- Factory-fitted air conditioner
- Factory-fitted seatbelt reminder.
- Daytime running lights for all vehicles travelling on open roads. (When the ignition is in the "on" position, lights should switch on automatically.) Vehicles not fitted with daytime lights must use the dipped lights (also called driving lights) in the "on" position for daylight driving (all vehicles).
- Reverse beeper shall be standard on all heavy commercial vehicles, buses, and construction equipment, or vehicles being used on construction sites.

In addition to the standard minimum specifications and in compliance with the provisions of the National Road Traffic Act, as amended, all minibuses shall meet the following basic specifications:

- SANS-approved three-point safety belts for every seat.

- No fold-up or jockey seats.
- A speed warning sign shall be displayed on the back of the minibus in accordance with the National Road Traffic Act.
- Yellow reflective tape shall be fitted in compliance with the National Road Traffic Act requirement.
- The driver's seat shall be adjustable and partitioned in compliance with the National Road Traffic Act specification.
- The tyres shall comply with the manufacturer's specification for commercial use. Tyres of two different makes or models may not be fitted on the front axle. The front tyres should always be the same.
- The minibus shall have at least one emergency exit for every 12 passengers.
- Panel vans or vehicles designed for goods delivery may not be converted into a minibus.
- A sign should be affixed to the vehicle to indicate that the bus is equipped to transport people with disability.
- In addition to the standard minimum specifications and in compliance with the provisions of the Road Traffic Act, as amended, all midi-buses and buses shall meet the following basic specifications:
- SANS-approved safety belts for every seat.
- No fold-up or jockey seats.
- A speed warning sign shall be displayed on the back of every midi-bus/bus.
- Yellow reflective tape shall be fitted in compliance with the National Road Traffic Act specification.
- The driver's seat shall be adjustable. The driver's compartment shall be partitioned in compliance with the National Road Traffic Act specification.
- The tyres shall comply with the manufacturer's specification. Tyres of two different makes or models may not be fitted on the front axle. The front tyres should always be the same.
- The midi-bus/bus shall have at least two identified emergency exits forevery12 passengers.
- Steps shall have anti-slip treads.
- A panel van or vehicle designed for goods delivery may not be converted into a midi-bus.
- Identified buses and midi-buses transporting employees with disabilities should be wheelchair-friendly to accommodate a wheelchair entering the vehicle. A sign should be affixed to the vehicle to indicate that the bus is equipped to transport people with disabilities only if the vehicle has been designed to transport disabled people.

Additional Requirements:

- All buses must be fitted with tinted side windows and curtains/blinds.
- All buses must not be older than 2 years (Proof of registration) when the contract commences.
- Mini buses must not be older than 2 year (proof of registration) when the contract commences.

- Buses must be fitted with On Board Computer with active tracking system which will be paid for and fitted by Eskom Holdings SOE.
- No AMC, Tata or buses not build on a bus chassis will be used for Tutuka.
- All buses must comply with the Road Transportation act.
- All vehicles must be fitted with a reverse-park distance control sensor

Requirements for Drivers :

All drivers will do induction before they resume work and must comply with the following:

- Have a Driving/operations permit
- Valid Medical Fitness to drive/operate (Red Ticket).
- Do pre-operational inspections / vehicle checklist
- Know and obey all Traffic signs and rules.
- Adhere to hazardous and restricted area access control rules.
- Stop or restrict operation due to abnormal environmental conditions (for example, rain, high winds, fog), including “Go - No Go” criteria as advised by the contract manager or representative.
- All new drivers appointed during the period of contract must do induction before starting with the contract and documentation submit to the Tutuka Fleet Management Department.
- Ensure all passengers adhere to safety regulations and rules put in place by government or Eskom to ensure the safety of all passengers i.e. Covid-19 rules.
- Eskom reserves the right to reject any driver deemed incompetent or unsafe. The Contractor shall replace such a driver within 24 hours.
- Unscheduled transport services drivers must be available for 24/7 call-out duties, including after-hours, weekends, and public holidays.

Punctual delivery of transport services:

The Contractor shall ensure that all vehicles arrive at the Tutuka Power Station gate no later than 06:40 on all working days to guarantee employees arrive at their workstations on time. Failure to comply may result in penalties, deductions, or termination in accordance with Eskom’s contract management procedures.

Mandatory Service Availability:

The Contractor shall provide vehicles Monday to Friday, without exception. Any failure to provide services on a required day shall constitute a material breach of contract.

Response to Changes in Working Hours:

In the event of operational changes or planned events altering working hours, and upon receiving notice from Eskom, the Contractor shall immediately adjust service times. Non-compliance may result in service penalties.

On-Site Presence:

All contracted vehicles must remain on site for the entire duration of the daily shift, and drivers must be reachable and responsive at all times. Absence from site without prior written approval will be regarded as non-performance.

Prohibition of unauthorised use

Vehicles shall be used exclusively for transporting Tutuka Power Station employees. Any unauthorised use will constitute misconduct and a breach, subject to contractual remedies.

Eligible Passengers Only:

Transport may be provided strictly to Eskom employees (permanent staff, learners, bursars, YES learners, and fixed-term contractors). Transporting unauthorised persons shall lead to immediate corrective action and may result in termination.

Breakdown Contingency and Replacement Vehicles:

In the event of a breakdown, maintenance, or unavailability of any vehicle, the Contractor shall provide a fully operational replacement vehicle within 30 minutes at their own cost. Failure to do so will trigger service-level penalties.

Adherence to Predetermined Route:

A predetermined route and measured distance shall form the basis of payment. Deviation from the approved route without written authorisation will result in non-payment for the affected trips.

2. Management strategy and start up.

2.1. Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events			
Overall contract progress and feedback			

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

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

2.3. Contractor's management, supervision and key people

Not Applicable

2.4. Provision of bonds and guarantees

N/A

2.5. Documentation control

Not Applicable

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

_____

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)

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

2.7. Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses, such as the use of standard forms. Not the same thing as documentation control.

2.8. Records of Defined Cost to be kept by the *Contractor*

N/A

2.9. Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the Contractor may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

2.10. Training workshops and technology transfer

N/A

2.11. Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases, only parts of the service may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for service not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.
Further requirements for Task Orders include things to be provided by the Employer under a Task Order and the conditions under which the Employer or Others are to work.

3. Health and safety, the environment and quality assurance

3.1. Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATHEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

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

3.2. Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor*'s plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

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

3.3. Quality assurance requirements

Specify minimum requirements for the *Contractor*'s Quality Plan and Work Procedures or provide the *Employer*'s Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor*'s QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

4. Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1. People

Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

4.2. Subcontracting

4.2.1. Preferred subcontractors

N/A

4.2.2. Subcontract documentation, and assessment of subcontract tenders

N/A

4.2.3. Limitations on subcontracting

N/A

4.2.4. Attendance on subcontractors

N/A

4.3. Plant and Materials

N/A

5. Working on the Affected Property

N/A

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

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering contractors need to allow for in their prices, and the *Contractor* has to comply with. State these or similar requirements here.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades.

5.2. People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

5.3. Health and safety facilities on the Affected Property

- Tutuka power station induction must be done before any work commences.
- Worker's register must be completed and daily risk assessment conducted before any work commences.
- A full route risk assessment must be completed by the Contractor and approved by Eskom prior to commencement. The Contractor shall not commence operations until written approval is 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 at all times maintain the busses in a road worthy condition.
- Each vehicle must comply with Eskom safety requirements, including fire extinguishers, approved first aid kit, 2x reflective triangles, and 3-point seatbelts for all occupants.
- All drivers must adhere to site speed limits and safety protocols.
- Any safety incident involving the Contractor's vehicle must be reported to Eskom within one hour.
- The Contractor shall at his expense ensure that his vehicles are serviced and maintained by a recognized service agent.
- Vehicles shall be always kept neat and tidy inside and out.
- The Supplier shall operate the transportation service in a safe, reasonable, proper and efficient manner and shall ensure that his employees are fully authorized and conduct their allocated tasks in a proper, responsible, safe and professional manner.
- A Supplier provided fully equipped First Aid Box and serviceable fire extinguisher must be kept in a reachable and reasonably visible position in the driver's cab of each bus.
- All busses must at all times be equipped with either a two-way radio or hands-free telephone for direct communication between the busses, the contractor's depot and the Tutuka Fleet Officer.
- Before every trip: The interior and exterior of the busses are inspected for any damage or default, with specific attention to brakes, tyres, all lighting equipment and safety belts.

5.4. Environmental controls, fauna & flora

N/A

5.5. Cooperating with and obtaining acceptance of Others

N/A

5.6. Site services and facilities

N/A

5.7. Tests and inspections

N/A

6. List of drawings

N/A

Annexure A : Table of Key Performance Indicators.

KPI Category	KPI Description	Target / Threshold	Measurement Method	Reporting Frequency	Penalty / Service Credit
Service Reliability	Percentage of scheduled trips completed on time	≥ 98%	Daily trip log vs schedule	Weekly / Monthly	2% of monthly fee per missed trip below target.
Vehicle Availability	Percentage of vehicles available vs committed fleet	≥ 95%	Fleet maintenance and availability records	Weekly / Monthly	0.5% of monthly fee per 1% below target
Driver Competency	Number of drivers with valid licenses, medical fitness, and training	100% compliance	Driver qualification records	Monthly	5% of monthly fee for non-compliance incidents
Safety Performanc e	Number of reported accidents or incidents per month	Zero Accidents;	Incident reports and Investigations	Monthly	2% of monthly fee per minor incident; 10% per major accident.
Response Time – Emergency Transport	Average response time for emergency or ad-hoc transport requests	≤ 30 minutes	Response log from request to pickup	Monthly	1% of monthly fee per incident exceeding target
Complaint Resolution	Percentage of complaints resolved within agreed timeframe	≥ 90% resolved within 48 hours	Complaint register	Monthly	0.5% of monthly fee per complaint not resolved on time
Maintenanc e Compliance	Percentage of vehicles maintained as per schedule	100%	Maintenance records and inspections	Monthly	1% of monthly fee per non-compliant vehicle
Reporting Accuracy &	Submission of accurate and timely	100% on-time submission	Review of reports	Monthly	0.5% of monthly fee per late or inaccurate report
Compliance with Station Safety Rules.	Number of non-compliance incidents with power station access/security rules	0 incidents	Security logs / incident reports	Monthly	2% of monthly fee per non-compliance incident