

NEC3 Term Service

Short Contract (TSSC3)

A contract between Eskom Holdings SOC Ltd
(Reg No. 2002/015527/30)

and

for Provision of Group B hire cars for Outage 225, 126,
226, 127 and 227 for Koeberg Operating Unit (KOU).

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Documentation prepared by: Ms S Pland

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Provision of Group B hire cars for Outage 225, 126, 226, 127 and 227 for Koeberg Operating Unit (KOU).

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	R[•]
Value Added Tax @ 15% is	R[•]
The offered total of the Prices inclusive of VAT is	R[•]
(in words)	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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:

N/A

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s) Mr MR Bakardien

Capacity Chief Nuclear Officer and
Power Station Manager

**for the
Employer** Eskom Holdings SOC Ltd
Koeberg Nuclear Power Station
R27 off West Coast Road
Melkbosstrand
Republic of South Africa
7441

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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)*

Name & signature of witness

Date

Mr MR Bakardien

Chief Nuclear Officer and
Power Station Manager
Eskom Holdings SOC Ltd
Koeberg Nuclear Power Station
R27 off West Coast Road
Melkbosstrand
Republic of South Africa
7441

C1.2 Contract Data

Data provided by the *Employer*

1. Please read the relevant clauses in the NEC3 Term Service Short Contract (April 2013) (TSSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.

Clause	Statement	Data
General		
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
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	Ms S V Pland
	Address	Koeberg Nuclear Power Station R27 off West Coast Road Melkbosstrand Republic of South Africa 7441.
	Tel No.	021 522 1660
	Fax No.	086 661 9157
	E-mail address	plandsh@eskom.co.za
	The authority of the <i>Employer's Agent</i> is	To execute all the actions of the Employer in this contract except for clauses 51.1, 80.1 and 90
11.2(5)	The <i>service</i> is	Provision of Group B hire cars for Outage 225, 126, 226, 127 and 227 for Koeberg Operating Unit (KOU).
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	1 March 2022
30.1	The <i>service period</i> is.	As per Outage dates
13.2	The <i>period for reply</i> is	Two (2) weeks
50.1	The <i>assessment day</i> is the	30th of each month.
51.2	The interest rate on late payment is	% per complete week of delay.

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

80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	N/A
82.1	The <i>Employer</i> provides this insurance	The amount of the deductibles in the sum of R3 946.96, payable in terms of the <i>Contractor's</i> Comprehensive Motor Vehicle Insurance policy per claim and without limit to the number of claims that may arise during the term of the contract.
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	The amount of the deductibles in the sum of R3 946.96, payable in terms of the <i>Contractor's</i> Comprehensive Motor Vehicle Insurance policy per claim and without limit to the number of claims that may arise during the term of the contract.
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	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).
93.2(2)	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 London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	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	Cape Town, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

The conditions of contract are the NEC3 Term Service Short Contract (April 2013)²³ and the following additional conditions Z1 to Z11 which 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 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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

² If the previous edition applies change 'April 2013' for 'September 2009'.

³ State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za

confidential treatment will be afforded to the information so disclosed.

Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* 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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

Z5 Health, safety and the environment

Z5.1 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*:

- 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 *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.

Z5.2 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.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* 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.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z8 *Employer's* limitation of liability; Add to clause 80.2

- Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 Termination: Add to clause 90.2, after the words "or its equivalent":

- Z9.1 or had a business rescue order granted against it.

Z10 Addition to Clause 50.4

- Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *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.
- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z 11.4 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.

Data provided by the Contractor (the Contractor's Offer)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za.

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

C2.2 Price List

Part 1

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Outage 225 20 March 2022 until 7 June 2022 80 Days					
Item No:	Description	Cars for Outage 225 (including claims and fines)	Days	Rate	Total
1	80 Days x 280 cars @ RX per day	280	80		
2	Excess km's travelled over 200km/day				
3	Insurance (Super Collision Damage Waiver, Super Theft Waiver)				
4	Third Party Liability (Excess)				
5	Tourism Levy				
6	Fuel				
Total					R

Outage 126 26 September 2022 until 28 February 2023 155 Days					
Item No:	Description	Cars for Outage 126 (including claims and fines)	Days	Rate	Total
1	155 Days x 280 cars @ RX per day	280	155		
2	Excess km's travelled over 200km/day				
3	Insurance (Super Collision Damage Waiver, Super Theft Waiver)				
4	Third Party Liability (Excess)				
5	Tourism Levy				
6	Fuel				
Total					R

Outage 226 21 August 2023 until 19 December 2023 120 Days					
Item No:	Description	Cars for Outage 226 (including claims and fines)	Days	Rate	Total
1	120 Days x 280 cars @ RX per day	280	120		
2	Excess km's travelled over 200km/day				
3	Insurance (Super Collision Damage Waiver, Super Theft Waiver)				
4	Third Party Liability (Excess)				
5	Tourism Levy				
6	Fuel				
Total					R

Outage 127 8 July 2024 until 25 November 2024 140 Days					
Item No:	Description	Cars for Outage 225 (including claims and fines)	Days	Rate	Total
1	140 Days x 280 cars @ RX per day	280	140		
2	Excess km's travelled over 200km/day				
3	Insurance (Super Collision Damage Waiver, Super Theft Waiver)				
4	Third Party Liability (Excess)				
5	Tourism Levy				
6	Fuel				
Total					R

Outage 227 14 April 2025 until 1 September 2025 140 Days					
Item No:	Description	Cars for Outage 227 (including claims and fines)	Days	Rate	Total
1	140 Days x 280 cars @ RX per day	280	140		
2	Excess km's travelled over 200km/day				
3	Insurance (Super Collision Damage Waiver, Super Theft Waiver)				
4	Third Party Liability (Excess)				
5	Tourism Levy				
6	Fuel				
Total					R

Total of the Prices for Part 1

Notes:**Rates includes:**

- 1.1 200km Per day
- 1.2 Super Collision Damage Waiver (CDW)
- 1.3 Super Theft Waiver (TLW)
- 1.4 Document Administration Fee
- 1.5 Carbon Emission Tax
- 1.6 Delivery and Collection
- 1.7 Additional Driver
- 1.8 Tyre & Windscreen Cover
- 1.9 Tracker Monitoring Cover
- 1.10 Traffic Fine Administration Fee
- 1.11 Claim Administration Fee

Rates excludes:

- 2.1 15% Value Added Tax
- 2.2 Tourism Levy
- 2.3 Fuel

Other notes

- 3.1 Delivery and collection cost, Rate must remain flat – irrespective of point of delivery and number of changes.
- 3.2 Upfront payments shall not be applicable to this contract.

3.3 Prices to be fixed and firm for the first 12 months, thereafter 85% will be subject to CPA and 15% will be fixed for the duration of the contract. The base date is will be month before the month in which the Enquiry closes

3.4 Third party insurance excess is R3 946.96.

C3: Scope of Work

C3.1 Service Information

During outages the Koeberg Operating Unit have the majority of staff working shifts or erratic hours and because of this arrangement the staff Home – work – home needs must be catered for.

The Transport Pool only caters for the normal daily business needs and therefore has to compensate the pool by hiring in vehicles.

1. Description of the service

- Provide estimated 280 hire cars per Outage which can carry 4/5 persons (ACRIS CODE).
- All vehicles must comply with Eskom Safety Standards (Serviced and Licenced). All cars must also be licenced and serviced for the duration of contract.
- Each vehicle to have a spare wheel.
- All vehicles to be fitted with 'Tracker Monitoring systems'.
- After the contract is successfully placed there will be a site meeting where both parties can discuss the plan for the duration of the contract.
- Koeberg Transport Section will place a request for vehicles in line with approved contract on an excel spreadsheet reflecting driver names, co drivers and required dates, etc. Vehicles to be delivered to Koeberg Nuclear Power Station (KNPS) – parking will be prepared.
- All cars must be numbered, in numerical order; i.e 1 to 100, on disc in rear window.
- Hand over to be done by hire Car Company officials to the responsible Eskom driver, who signs the individual contract. This will be done on the Eskom Koeberg premises.
- Hire Car Official must check and make sure the Eskom driver is in possession of a valid driver's licence and a valid Eskom Driver Permit (Check if dates are in line with contract duration date).
- A pre-rental inspection form must be completed and signed by both parties. (Copy to be provided to Eskom Transport Official).
- Copy of signed contract and signed pre-rental inspection must be handed to the Eskom Transport Coordinator for record keeping.
- On termination of contract the Rental Company representative must inspect vehicles for damages / defects as per the original inspection form. Koeberg Transport will not take responsibility for checking the vehicle or following up on the relevant paperwork.
- Rental company must provide Accident / Damage report forms - Koeberg Transport coordinator will ensure completion of these forms.
- A copy of the invoice and updated spreadsheet must be emailed to the Transport Coordinator at the end of each month, and the final invoice within 30 days of vehicle last used.
- All claims for damages, administration, and traffic fine handling must be specified on invoice and the

proof must be attached.

- All change overs must be done electronically via..
- Tracker reports to be forwarded weekly for scrutiny of possible misuse/ abuse.
- The Rental company will provide Koeberg transport with at least 2 additional spare wheels of each vehicle model. This will be managed by the Koeberg Transport Official.
- The Hire car company must appoint a company coordinator who will be the contact for the duration of this contract

2. Specifications

General Specifications: - Clarification at first meeting

- Site regulations and access control.

3. Constraints on how the *Contractor* Provides the Service

- The contractor provides the service as prescribed in the URS.

3.1 Meetings

- Meetings to be arranged monthly to determine compliance, work done to prepare the assessment for payment, Invoicing and the update of the worksheet.

Regular meetings of a general nature may be convened and chaired by Employer's Agent

Tittle and purpose	Approximate time Interval	Location	Attended By
Feedback session	Monthly at end of each month	Koeberg Operating Unit	Contractor Management and Employer's Agent

Meetings of a specialists nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations that suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the Employer's Agent by 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.

3.2 Use of standard forms

Form DK33 – vehicle requirement and duration – fully completed (must be signed off by an E-Band Manager and released by Finance Department)

3.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title.
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed.
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*.
- Less amounts to be paid by or retained from the *Contractor*.
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT.
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

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

- All invoices to be submitted directly to the Eskom email address invoices@eskom.co.za

Kindly call the Finance Shared Services call Centre on 011 800 5060 or email FPSS@eskom.co.za to follow up on any payment queries

3.4 Records of Defined Cost

- As directed by the Employer's Agent.

3.5 BBBEE and preferencing scheme

- B-BBEE status level Certificate

3.6 BBBEE and preferencing scheme

Eskom is expected to do business with B-BBEE accredited suppliers and to provide statistics related thereto to government in terms of its shareholder compact with the Eskom Shareholder and comply with PPPFA. Suppliers are required to submit a valid B-BBEE certificate as part of the tender in order to obtain preference points.

A supplier that does not submit a valid B-BBEE certificate or submits an expired B-BBEE certificate for purposes of evaluation will score zero for their B-BBEE status level contribution.

If the successful supplier did not submit a valid B-BBEE certificate or the B-BBEE certificate has expired, Eskom must reserve the right within this tender, to request the certificate prior to tender award or not to contract with a supplier that does not have a B-BBEE certificate, an obligation to submit such certificate within a period to be agreed to by the contracting parties should be established in the contract as well as the rights or remedies that Eskom will have in the event that the supplier fails to meet such obligation.

Figure1: B-BBEE Evaluation Scorecard (90/10)

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6

4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

4. Requirements for the plan

- A site meeting with the successful contractor will be held to finalised delivery / collection plan.

5. Services and other things provided by the *Employer*

- Parking will be prepared.

6. Property affected by the *service*

- Koeberg Nuclear Power Station
- Prior to access to site, there are two Public Exclusion Barrier (PEB) security checkpoints at the entrance from the R27 and the entrance from Duynefontein. Security access is through Access Control Point (ACP) 1 and 2.

Task Order

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

Task Order No. [•] service [•]

To: [•].....
..... (Contractor)

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

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: Date

(for Employer)

Total of Prices for items of work on the Price List
(details attached)

R. _____

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

R. _____

Total of the Prices for this Task Order R _____

The programme for the Task is [ref] (attached)

Signed: Date

(for Contractor)

I accept the above price and programme and instruct you to carry out the Task

Signed: Date:

(for Employer)