



NEC3 Term Service Contract (TSC3)

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

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

for The provision of fire and emergency services at
Komati Power Station for the period of 24 months

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CONTRACT No. [Insert at award stage]

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:

THE PROVISION OF FIRE AND EMERGENCY SERVICES AT KOMATI POWER STATION FOR THE PERIOD OF 24 MONTHS

Options A	The offered total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	(in words) Four hundred and seventy thousand only	

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:

Not applicable

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): Mr Thevan Pillay

Capacity: Acting Procurement Manager

**for the
Employer:**

Komati Power Station
Van Dyk Drift/Hendrina Road
Blinkpan
2250

Date:

Name &
signature of
witness:

1. 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		None

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:

Name:

Signature:

On behalf
of:

Date:

Name of witness:

Ms Phumzile Dikgole:

Signature of witness:

Date:

For the Employer

Mr Thevan Pillay

Signature:

Date:

Komati Power Station
Van Dyk Drift/Hendrina Road
Blinkpan
2250

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X1: Price adjustment for inflation
		X2 Changes in the law
		X17 Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	Daniel Mphuthi
	Address	Komati Power Station Blinkpan 2250
	Tel	+27 13 295 9572
	e-mail	mphuthd@eskom.co.za
11.2(2)	The Affected Property is	Komati Power Station

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

11.2(13)	The <i>service</i> is	For provision of fire and emergency services at Komati Power Station for the period of 24 months
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Dust 2. Wet floor due to water leaks 3. Noise 4. Snakes 5. Damage to the Employer's existing property 6. Bees 7. Scope changes 8. Quality assurance and quality control challenges 9. Environmental risks relating to waste disposal and management 10. Labour unrests 11. Community unrests 12. Restricted working area
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 days (and 24 hours for all health and safety related matters)
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	Work plan to be submitted 1 week after contract award: <ol style="list-style-type: none"> 1. Start and end time 2. Employee standby roster 3. Work methodology/Plan 4. Eskom driver evaluation permit plan. 5. Refresher training plan

3	Time	
30.1	The <i>starting date</i> is.	1 July 2023
30.1	The <i>service period</i> is	24 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	25th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks after receipt of a valid Tax Invoice correctly submitted in accordance with the requirements for Tax Invoices provided under the Works Information
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Contractor</i> provides these additional insurances:	Whatever the Contractor deems necessary in addition to the amount of the deductibles to the value of R 500 000.00 (Five hundred thousand Rand) in respect of the Employer's Annual Contractor All Risk Insurance Policy should the loss / claim arise out of the Contractor's negligence

83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event 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).
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	Will be appointed when the dispute arises.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

	The place where arbitration is to be held is	Johannesburg South Africa
	The person or organisation who will choose an arbitrator 1. if the Parties cannot agree a choice or 2. 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	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low Service Damages	R1000 per day
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • Defects due to his design, plan, and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	Upon the end of the <i>service period</i>.

X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order for ad-hoc services on an "as-and-when" required basis
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and 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 <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.	
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.	
Z4	Confidentiality	
Z4.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose	

	information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z5	Waiver and estoppel: Add to core clause 12.3:
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6	Health, safety and the environment: Add to core clause 27.4
Z6.1	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • accepts that the <i>Employer</i> may appoint him as the “Principal 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 <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor</i>’s direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor</i> ’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 <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer</i> ’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 <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	Delete the last paragraph of core clause 61.3 and replace with: If the <i>Contractor</i> does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
Z9	<i>Employer's</i> limitation of liability
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.
Z10	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z10.1	or had a business rescue order granted against it.
Z11	Ethics
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructi	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing

ve Action	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 <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
Z11.3	If the <i>Employer</i> terminates the <i>Contractor's</i> obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
Z11.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z12.1 Replace core clause 83 with the following:

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.

The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<p><u>Loss of or damage to property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount required by the applicable law.</p>
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

**Insurance 86
by the
*Employer***

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

INSURANCE TABLE B

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

Z13	Nuclear Liability
Z13.1	The <i>Employer</i> is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa and is the holder of a nuclear licence in respect of the KNPS.
Z13.2	The <i>Employer</i> is solely responsible for and indemnifies the <i>Contractor</i> or any other person against any and all liabilities which the <i>Contractor</i> or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the <i>Contractor</i> or any other person or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.3	Subject to clause Z13.4 below, the <i>Employer</i> waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the <i>Contractor</i> or any other person, or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.4	The <i>Employer</i> does not waive its rights provided for in section 30 (7) of Act 44 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 breath able air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment, and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment, and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e., 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z14.2	Upon written request by the <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are 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 <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z14.3	The <i>Employer</i> manages asbestos and ACM according to the Standard.
Z14.4	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 <i>Contractor's</i> personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z14.6	The <i>Contractor</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
Z14.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2 (8)	Direct fee percentage	100%
	The subcontracted fee percentage	0%
11.2(14)	The following matters will be included in the Risk Register	As per contract data C1.2 Term Service Contract3
21.1	The plan identified in the Contract Data is contained in:	As indicated on C3.1 Term Service Contract
24.1	The key people are:	
	1 Name:	
	Responsibilities:	
	Experience:	
		CV's (and further key person's data including CVs) are in .
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	Price List
11.2(19)	The tendered total of the Prices is	

• C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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.

4.2 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*

Salaries	NO.of Personnel	Quantity	Rate/Hour/ Person	Rate/Month	Amount/Month	Amount/24 Months
Team Leader	2	173				
Fire Fighter	10	173				
Supervisor	1	173				
Sub – total A						
Sub-total for Salaries						
Overtime (After work and Saturdays) (Rates only)						
Team Leader	2					
Fire Fighter	10					
Supervisor	1					
Sub-total B						
Overtime (Sunday and Public Holidays)						
Team Leader	2					
Fire Fighter	10					
Supervisor	1					
Sub-total C						
Preliminaries and General						
Housing for 13 ERT Members	13	Monthly				
Cell phone allowance for 2 Team Leaders	2	Monthly				
Medicals	2	Yearly				
Sub-total D						
Total (A+B)						

PART 3: SCOPE OF WORK

Document reference	Title	
C3.1	This cover page <i>Employer's Service Information</i>	

C3.1: EMPLOYER'S SERVICE INFORMATION

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1. Description of the service

The works is for the provision of fire and emergency service at Komati Power Station for 24 months including refresher training as per the frequency stipulated in the Eskom procedures and participation in fire and medical competitions.

1.1 Executive Overview

Provision of fire and emergency service at Komati Power Station for a period of 24 months.

Background

The provision of fire and emergency services was outsourced for the past 16 years. The impact of not having a contract in place will be non-compliance with to the essence of OHS Act, 85 of 1993; ISO 45001-Occupational Health and Safety Management system, Eskom procedures on emergency management and Eskom insurer requirements. The plant and employees will be at risk if no Emergency response team is available to deal with any emergency situations arising.

1.2 Employer's requirements for the service

The Contractor must execute the works according to the scope of work indicated below.

1.2.1 The Contractor's Responsibilities

- a) The Contractor should be compliant to Eskom & Statutory requirements.
- b) Provide the employees with Personal Protective Equipment (PPE).
- c) Provide all consumables, material, equipment, tools, and machinery required for work.
- d) Ensure safe working conditions at all the time.
- e) Perform risk assessment for every activity.
- f) Keep workers register current.

1.2.2 Works Information

1.2.2.1 Fire and Emergency Service

The description of the service required includes the following:

- a) Respond to all emergency related incidents (Fire, medical, rescue, chemical leak, etc) at Komati Power Station site, any other Eskom owned properties around the region on request and on as and when required basis. The fire and emergency team shall report to the fire station within 10 minutes of notification of incident for their residential house.
- b) Provide 24 hours in 7 days a week service for any emergent emergencies out of prescribe working hours.
- c) Conduct daily plant walks or inspections within the framework of scope or what the client request within reasonable frame.
- d) Respond to all road accidents within 20 km radius of the power station as authorised.
- e) Drive and operate emergency vehicles (Fire truck, ambulances, respond vehicle, emergency & rescue vehicle, and hazmat trailer). Eskom will provide the vehicles.

- f) Inspect all emergency equipment and emergency response vehicles on site as per Eskom requirements and report defects or shortfalls immediately to the service manager or Occupational health and safety senior advisor or fire officer (position currently vacant).
- g) Replacement costs for equipment lost due to negligence of the fire and emergency team members will be covered from the service provider. Assist with the investigation of all emergencies related incidents and conduct first line investigation in fire related incidents.
- h) Catch snakes within Komati power station premises and release them at any bushy area far from human settlement. Report snake removal to Environment department by completing the snake removal report. Komati will provide training and equipment.
- i) Coach emergency response teams from Eskom and conduct awareness training to all Komati employees including our service providers on basic firefighting as well as hot work monitors.
- j) Conduct emergency drills/exercises focusing on evacuation to all the departments including our service providers at Komati Power Station.
- k) Inspect and monitor hot work activities throughout the station.
- l) Assist Eskom power stations on request to deal with an emergency incident/situation.
- m) Assist Steve Tshwete municipality in dealing with emergency incidents in Blinkpan and surrounding areas which are within 20km radius of Komati power station as per the service level agreement.
- n) Inspect and monitor all active and passive fire protection systems, (sprinkler systems, fire extinguishers, fire hoses, fire hydrants, etc) and report any defects or shortfalls
- o) Inspect first aid boxes monthly, replace expired/missing equipment and seal the first aid boxes.
- p) Replace fire extinguishers in all areas of the Komati power station including the vehicles.
- q) Comply with all Eskom and Komati power station procedures, standards, guidelines, and work instructions.
- r) Assist with the disinfection of surfaces and buildings in a covid-19 related case during and after hours. Komati will provide training.
- s) Enforce impairment procedure and assist in the approval of the impairment application.
- t) Correct any deviation or violation on the fire protection system whether fixed or portable.
- u) Six (6) fire and emergency members to be on standby after hours, weekends including public holidays.
- v) All emergency responses to other stations, road accidents, neighbouring mines and areas must be authorised by Service Manager/Occupational Health and Safety Senior Advisor/ Risk and Assurance Manager.

1.2.2.2 Labour requirements

The fire and emergency team must be comprised of twelve (12) members and a supervisor, officially appointed in the following disciplines:

Position	Quantity	Minimum requirements
Supervisor	1	<ul style="list-style-type: none"> ✓ Grade 12 or equivalent ✓ Incident commander course ✓ Industrial advance firefighting or SAESI fire one (1) & two (2) ✓ HPCSA registered AEA/ILS (current) ✓ High angle rope rescue two (2)

		<ul style="list-style-type: none"> ✓ With 5 years related experience in: <ul style="list-style-type: none"> ○ Industrial firefighting ○ As an incident commander ○ Practical AEA/ILS experience ○ Veld fires ○ Confine space, rope, and vehicle rescue ✓ Confined space rescue training ✓ Hazmat awareness, operations, and Technician ✓ Supervisory skills and two (2) years' experience as supervisor ✓ Fire incident investigation training, skills, and experience ✓ Three (3) years power station experience ✓ Knowledge of emergency response procedure ✓ Vehicle extrication ✓ Code ten (10) driver's licence and valid PrDP ✓ Report writing skills ✓ Computer literate in windows, microsoft, excel, power point, outlook and knowledge of MS Teams ✓ Risk assessment training including fire risk assessment and experience ✓ Communication and presentation skills ✓ Mentoring and coaching skills ✓ Industrial relations or people management experience ✓ Administrative skills ✓ Advance fire prevention ✓ Pump operator course ✓ Fully conversant in English
Team Leaders/Captains	2	<ul style="list-style-type: none"> ✓ Grade 12 or equivalent ✓ Incident commander course ✓ Industrial advance firefighting or SAESI fire 1 & 2 ✓ HPCSA registered AEA/ILS (current) ✓ High angle rope rescue two (2) ✓ With three (3) years related experience in: <ul style="list-style-type: none"> ○ Industrial firefighting ○ As an incident commander

		<ul style="list-style-type: none"> ○ Practical AEA/ILS experience ○ Veld fires ○ Confine space, rope, and vehicle rescue ✓ Confined space rescue training ✓ Hazmat awareness, operations, and Technician ✓ Two (2) years power station experience ✓ Knowledge of emergency response procedure ✓ Vehicle extrication ✓ Code ten (10) driver's licence and valid PrDP ✓ Report writing skills ✓ Computer literate in windows, microsoft, excel, power point, outlook and knowledge of MS Teams ✓ Risk assessment training including fire risk assessment ✓ Communication skills ✓ Industrial relations or people management experience ✓ Administrative skills ✓ Pump operator course ✓ Fully conversant in English
Fire Fighters	10	<ul style="list-style-type: none"> ✓ Grade 12 or equivalent ✓ Industrial advance firefighting or SAESI fire one (1) & two (2) ✓ HPCSA registered BAA (current) ✓ High angle rope rescue two (2) ✓ With two (2) years related experience in: <ul style="list-style-type: none"> ○ Industrial firefighting ○ Practical BAA experience ○ Veld fires ○ Confine space, rope, and vehicle rescue ✓ Confined space rescue training ✓ Hazmat awareness, operations, and six (6) members trained as Technicians ✓ Four (4) members must have diving/swimming/water rescue training ✓ Two (2) years power station experience ✓ Knowledge of emergency response procedure ✓ Vehicle extrication training

		<ul style="list-style-type: none"> ✓ Code ten (10) driver's licence and valid PrDP ✓ Report writing skills ✓ Computer literate in windows, microsoft, excel, power point, outlook and knowledge of MS Teams ✓ Pump operator course ✓ Fully conversant in English
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1.2.2.3 On-site training

- a) An on-site training programme shall be formulated and implemented for the fire and emergency team to maintain the skills and knowledge necessary to coordinate and implement tactical operations. All fire and emergency team members shall undergo a minimum of four hours on-site fire training each month.
- b) All training shall be conducted on an official basis and under the guidance and leadership of the competent (experienced, knowledge, training, and qualifications) fire practitioner.
- c) A suggested outline of subject headings for the fire and emergency team training programme is as follows and shall be applicable to all team members:
 - ✓ Breathing apparatus: operation/care/maintenance/recharging.
 - ✓ General equipment: use/care/maintenance, Hose, Breechings, Branches, Portable fire extinguishers.
 - ✓ Rescue and breaking-in equipment: use/application/care/maintenance, ladders, ropes/lines and knots, jacks (port-a-power/jaws of life), air bags, resuscitation equipment
 - ✓ Foam equipment: use/care/maintenance
 - ✓ Fixed fire protection systems: operation/actions/maintenance - active systems and passive systems Hazardous materials and processes: chemicals, operations, emergency equipment, responses
 - ✓ Pre-fire planning: Risk identification, resource identification, liaison with outside agencies, call-out procedures, and communications
 - ✓ First-aid training: practical
 - ✓ Theory and physics of fire: fire prevention measures, combustion fire behaviour, flammable/combustible liquids, compressed gases
- d) Hot refresher training to be conducted by an accredited instructor through SAESI and relevant accreditation body as assessor.

1.2.2.4 Selection of fire and emergency team

- a) Each fire and emergency team member must undergo a medical evaluation by a registered occupational health practitioner or an occupational health nurse to determine that a candidate does not have any underlying medical conditions that may put an individual's life, health, or safety at risk during the execution of his/her job as fire and emergency team member.
- b) Each fire and emergency team member must undergo a biokineticist evaluation by a registered biokineticist to determine whether a candidate has any physical restrictions that may put an

individual's life, health, or safety at risk during the execution of his/her job as a member of the fire and emergency team member.

- c) Each fire and emergency team member must undergo a psychometric evaluation by a registered occupational health practitioner or an occupational health nurse to determine if a candidate has the mental resilience to manage the physical and psychological stresses as a member of the fire and emergency team member.

1.2.2.5 Personal protective clothing (PPE) for firefighting duties

- a) Protective clothing for firefighting duties shall be provided by the contractor for firefighters responding to emergencies. Such clothing shall include fire helmets, tunics, leggings or trousers, gloves, and footwear certified in accordance with the requirements of NFPA 1500 (or equivalent) and the OHS Act – general safety regulations, section 2 and shall be suitable as Category 2A protection for arc flash hazard areas.
- b) Protective clothing for personnel employed as fire officials on a full-time basis, which shall be worn as station wear, shall provide protection to at least a Category 2 level for entering arc flash hazard areas for purposes of entering such areas during performing planned maintenance, as well as comply with NFPA 1999 (or equivalent), for medical responders.
- c) Subject to the results of a formal risk assessment, protective clothing, and equipment for identified special hazards, including, but not limited to, veld fires, chemical incidents, processes involving materials of a radiological nature, or any other identified hazards, must be considered, or alternative measures apart from PPE must be in place.

1.2.2.6 Additional requirements

- a. The service provider must provide sufficient labour to continuously meet the required numbers.
- b. The service provider must notify the service manager at least one month in advance, his intentions to withdraw any of the employees who were providing service at Komati or any resignation and dismissal. During this notice period the service provider must find the replacement. All the replacements must be approved by the service manager or any other person representing service manager from Eskom after verifying the CV and qualifications of the candidate meet the requirements stated under supervisor/ team leader/ fire fighter.
- c. The contractor to comply with Eskom & statutory requirements.
- d. Waste to be disposed in accordance with the station color code. Report all environmental incidents within 24 hrs.
- e. Manage all medical waste generated in accordance with the station waste management and disposal procedure, PAB20100.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OHS Act	Occupational Health and Safety Act
HPCSA	Health Professions Council of South Africa

AEA	Ambulance Emergency Assistant
BAA	Basic Ambulance Assistant
ILS	Intermediate Life Support
SAESI	Southern African Emergency Services Institute
PPE	Personal Protective Equipment
PrDP	Professional Driving Permit
SHE	Safety Health and Environment
NCR	Nonconformance report
SHEQ	Safety Health Environment and Quality

2. Management strategy and start up

2.1 The Contractor's plan for the service

Before the Contractor can start with the work, they must submit their working plan to the Service Manager.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off Meeting	Before commencement of the service	Komati Power Station	Employer, Contractor
Safety Meeting	Monthly on - Wednesday_13:00_pm	Komati Power Station	Employer, Contractor, and Safety Officers
Executive SHEQ meeting	Monthly on first Tuesday of the month _12:30_pm	Komati Power Station	Employer, Contractor
Toolbox Meeting	Weekly on - Thursday at 12:30 pm	Komati Power Station	Employer, Contractor
Work stoppages	"As-and-when required"	Komati Power Station	Employer, Contractor

- 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

Contractor must submit organogram to the Service Manager.

- a) The Contractor submits an organogram clearly depicting his/her people and their line of authority/ communications.
- b) The Contractor to appoint a SHE Officer in writing in line with the OHS Act 85 of 1993
- c) The Contractor will be required to appoint qualified\ competent personnel to perform certain tasks to mitigate injuries and\or hazards.

2.4 Clean Energy Project

The contract scope maybe reduced during the contract period due to the roll out of the clean energy project and the contractor shall be expected to reduce the numbers of the personnel or contract be terminated before end of 24 months.

2.4 Documentation control

All documents received should be filed in the contract file and stored on G-drive. All information generated from the contract is for Komati Power Station. All work reports and time sheets must be handed over to the service manager for approval.

- a) Documentation retention: 8 years for audit purpose.
- b) Procurement Department original signed contract by both parties.
- c) Services Manager and Service Provider must have copies of signed contract by both parties.

2.5 Use of standard forms

- a) All communications will be in English
- b) Written communication will have company's logo and signed by the *Contractor*.
- c) All communication must be documented and kept safely
- d) Tasks Order
- e) Non-conformance forms (NCR)
- f) Early warning forms
- g) Eskom meeting forms
- h) Termination certificate
- i) Payment certificate
- j) Assessment certificate
- k) Purchase Order (PO)
- l) Acceptance of scope of work forms.
- m) Hand- over of plant forms.
- n) Close out forms
- o) Customer Satisfaction Survey Forms (KPI's ratings)

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the Service Manager, 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:

invoiceseskomlocal@eskom.co.za and include on each invoice the following information:

- a) Name and address of the Contractor and the Service Manager.
- b) The contract number and title.
- c) Contractor's VAT registration number.
- d) The Employer's VAT registration number 4740101508.
- e) Description of service provided for each item invoiced based on the Price List.
- f) Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- g) The Invoice must be addressed to
Eskom Holdings SOC Limited
Komati Power Station
Private Bag X
Blinkpan
2250
Eskom VAT: 4740101508

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

- a) The Price for each lump sum item in the Price List or Task Order which the Contractor has completed and
- b) 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.

Procedure for invoice submissions and payment: All invoices to be submitted electronically with payment instruction to: invoiceseskomlocal@eskom.co.za

2.7 Contract change management

- a) All changes to the Contract, such as *Services Managers* change or *Contractors Representative*; Compensation events shall be communicated through standard NEC TSC3 forms.
- b) The *Service Manager* issues a Task order to the *Contractor* to authorise the execution of work.
- c) In the event where it is identified that there is additional work to be done outside the scope of work on the Task Order, the *Contractor* will give the *Service Manager* an early warning with a written quotation.
- d) If agreed, the *Service Manager* issues a revised Task Order or additional Task Order.
- e) The *Contractor* starts the work on the starting date of the task order.
- f) The Task Order is signed by both the *Service Manager* and the *Contractor* before work commences.

2.8 Low Service Damage

The low service damages will be applicable if the provision of fire and emergency service is affected by unavailability of resources as well as required qualifications and training. The following process and damages will apply:

- a) The delay(s) will be reported to the *Contractor* as soon as the *Employer* becomes aware of the
a. delay(s).
- b) The *Contractor* will notify the *Employer* at least 24 hours in advance.
- c) The damages are capped at a maximum of 10% of the total of the task orders raised for that month.

2.9 Training workshops and technology transfer

The *Contractor* is to ensure that all the employees used are trained. The training must meet the requirements stated in clause 1.2.2.2 Labour requirements

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

3.0.1 Equipment

None

3.0.2 Information and other things

Information generated from the contract belong to Komati Power Station and a soft copy to be submitted to the Service manager on the last day.

3.1 Management of work done by Task Order

- a) All work must have the task order before any work can start issues by the Service Manager to the Contractor.
- b) A Task Order is the instruction to commence work.
- c) No work shall commence until a Task Order is issued and has been finalised, accepted, and signed by both the Employer and Contractor.
- d) All work will be issued on a Task Order system. The Work Order and Purchase Order will be created via the SAP PM system.
- e) Task Orders are issued for all activities. Assessment of work will be conducted after work has been completed. Proof for assessments to be supplied to the Service Manager.

4. Health and safety, the environment and quality assurance

4.1 Health and safety risk management

Contractor to comply with the latest version of Occupational Health and Safety Act No. 85 of 1993; National Health Act, 61 of 2003; Fire Brigade Act, 99 of 1987; Health Professions Amendment Act, 29 of 2007; 32-124 Eskom Fire Risk Management; 32-108 Fire Fighting Organization; 32-128 Personnel Protective Clothing & Equipment for Fire Fighters; Eskom Life Saving Rules: 240-62196227; other applicable legislation, Eskom SHEQ policy, ISO 45001:2018 Standard, and other applicable procedures, specifications and guidelines including the provided project SHE specification.

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

5. Environmental constraints and management

Ensure compliance to environmental requirements as per Eskom Holdings SOC Limited's Komati Power Station, Statutory and ISO 14001 (Compliance certificate to be provided with tender).

Ensure compliance to Environmental requirements for handling, collection, transportation of hazardous substances under the following legislations and standards:

- a) The National Road Traffic Act (Act 93 of 2005)
- b) Hazardous Substances Act (Act 15 of 1995 as amended)
- c) Occupational health and safety Act 85 of 1993 and regulations
- d) Eskom vehicle and driver safety management, 240-62946386
- e) SANS 10232-1 Transport of dangerous goods
- f) National Environmental Waste Act 59 of 2008
- g) National Water Act 36 of 1990
- h) Waste Management Disposal procedure PAB20100

6. Quality assurance requirements

- *Contractor* to comply to ISO 9001 Quality Management System and of Eskom Supplier Quality Management Specification QM 58 240-105658000. The suppliers shall comply with category 2 of QM 58.
- Inspections shall be carried out on all the work to ensure that the quality of work is always maintained.

7. Procurement

7.1. Supplier Development, Localisation, and Industrialisation (SD & L)

7.1.1 SD & L Reporting and Monitoring:

7.1.2 BBBEE compliance:

7.2 Subcontracting

Not Applicable

8. Plant and Materials

8.1 Specifications

Title	Date or revision	Tick if publicly available
General Specifications:		
Health and Safety requirements		X
Environmental requirements		X
Employer's Quality Requirements		X

8.2. Plant & Materials provided "free issue" by the Employer

- a) Water
- b) Ablution facilities
- c) Electricity
- d) Fire Station Building
- e) Vehicles

9. Working on the Affected Property

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

The Entry to site is only approved once the following is adhered to:

- a) The Contractors Safety file is to be approved by the Employer's Safety department.
- b) All personnel must undergo screening for Criminal records and outstanding warrants, report submitted to the service manager before the service team can have access to the station.
- c) Site-specific induction is to be done by all personnel.
- d) All personnel must undergo medical screening and submit ID copies.
- e) The permit application forms must be submitted.

9.1.1 Security Arrangement

- a) The Contractor applies for permits at the Security gate, prior to the starting date.
- b) All *Contractors* personnel will be issued with a permanent access permit, which will contain the following information:
 - o Name and Surname
 - o ID Number
 - o Company
 - o Card and Xref numbers
- c) In order to assist Protective Services with the issuing of permits and the identification of the personnel on site, the *Contractor* is to supply a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Security Area. The list, identified with the *Contractor's* name, is to contain the following information:
 - o Employee name.
 - o Employee ID number
 - o *Employer's Representative* signature

Copy of the first page of the ID book of every employee of the Contractor

- d) The *Contractor* personnel will be required to be always in possession of their contractor's permit. All *Contractors'* permits must be submitted to Protective Service when the relevant personnel leave the site after completion of the *works*.
- e) The *Contractor/s* visitors and all personnel always conform to the security arrangements in force at the time.
- f) No unauthorized vehicles are allowed on site. Only *Contractor's* vehicles with displayed contract vehicle permit disks will be allowed on site. Contract vehicle Permit Applications should be directed to the *Employer's Representative*.
- g) The *Contractor* is restricted to the working areas associated with his place of work. The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.
- h) Lost or damaged permits may be re-issued at a cost to be paid to the *Employer* by the *Contractor*
- i) Road signs and the speed limit on site are adhered to. Vehicles may only be parked in designated areas.

- j) Personnel and vehicles entering and leaving the Site are subject to routing searches.
- k) The *Contractor* makes his own assessment of and allows in his rates for those access problems that may be encountered.
- l) Cameras including cell phones with camera facilities must be declared and handed in at the Security reception.
- m) No firearms, Ammunition or explosives are allowed on the Power Station premises.
- n) Reporting for duty under the influence of liquor or intoxicating substances is prohibited.
- o) No recruiting of casual Labour may be done on the Power Station premises, including the immediate area outside the Power station security gate.

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

- a) Restrictions and hours of work may apply on some sites.
- b) It is very important that the *Contractor* keeps records of his people working on the affected Property.
- c) The *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.
- d) The supplier is to provide the service during working hours and on weekends and public holidays.
- e) The normal working time is Monday to Friday.
- f) The scope of work routine is expected to be executed from Monday to Thursday between 7:00 am to 4:00 pm and on Fridays between 7:00 am to 12:00 pm.
- g) Lunch is between 12:00 pm and 12:45 pm.

10.1 Records of *Contractor's* Equipment

- a) The *Contractor* to declare all equipment and tools via a pre-set-up list at the main entrance, where removal permit will be issued by Security personnel. Copy of tool list to be supplied to the *Service Manager*.
- b) The *Contractor* needs to have a list of inventories of their equipment on site. Proof of site entrance needs to be provided before equipment can be removed from site.
- c) All records should be filled and a Removal Permit to be kept as a gate pass until the end of the contract for Equipment on Site including whether it is owned or hired.

11. Equipment provided by the *Employer*

- a) Rescue equipment (Jaws of life, Ropes, etc)
- b) Forced entry hand tools
- c) Fan
- d) Grass cutters
- e) Self-contained breathing apparatus
- f) Ladders
- g) Axe
- h) Generator
- i) Thermal Imager

12. Site Services and facilities

12.1 Services and other things provided by the Employer

Item	Date by which it will be provided
The Services Manager will arrange the induction	Before commencement of the project
Tap water, Electricity (220V and 380V) and ablution facilities	As and when required

12. Provided by the Contractor

The following is included in the works:

- a) Home –work- home transport for the employees.
- b) All health and safety equipment required to complete the contract works.
- c) Accommodation if required during the contract works period.
- d) Stationary
- e) Medical Clearance Certificates
- f) All periodical training
- g) All tools required to complete the contract works.
- h) All consumables required to complete the contract works.
- i) Attendance at meetings as considered necessary by the Employer.
- j) The service provider to supply competent staff to provide the fire and emergency services. It is the service provider's responsibility to ensure that the required manpower is always available.
- k) The service provider shall provide all PPE required to perform the tasks.
- l) The training and travelling for the service provider staff shall be carried by the service provider.

13. Control of noise, dust, water, and waste

- a) Employee to wear the required personal protective equipment when going to the plant where there is noise and dust.
- b) All waste must be handled according to procedure and disposed of as per the Environmental regulations. Empty chemicals container to be removed from site and disposed of as per the regulation.

14. Correction of defects

Damaged equipment to be replaced by new ones or repaired.

15. List of drawings

Not Applicable