

contract title: THE PROVISION FOR FIRE, RESCUE & EMERGENCY MEDICAL SERVICES LETHABO POWER STATION OVER A PERIOD OF ONE (1) YEAR



NEC3 Term Service

Short Contract (TSSC3)

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

and

for The Provision for Fire, Rescue & Emergency
Medical Services Lethabo Power Station over a
period of One (1) Year

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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:

Title of the Contract

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:

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Acceptance

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

The terms of the Contract, are contained in:

Part 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)

Capacity

**for the
Employer**

(Insert name and address of organisation)

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. _____'

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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)

(Insert name and address of organisation)

Name &
signature
of witness

Date

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C1.2 Contract Data

Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

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.
2. Where the following symbol is used "[•]" - data is required to be inserted.]

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

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
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
	The authority of the <i>Employer's Agent</i> is	[•]
11.2(5)	The <i>service</i> is	[•]The Provision for Fire, Rescue & Emergency Medical Services Lethabo Power Station over a period of One (1) Year
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.	[•]
30.1	The <i>service period</i> is.	[•] months
13.2	The <i>period for reply</i> is	[•] weeks

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

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50.1	The <i>assessment day</i> is the	[•] of each month.
51.2	The interest rate on late payment is	[•]% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]
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	the amount of the deductibles relevant to the event
	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).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
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	[•] 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 <i>conditions of contract</i> are the NEC3 Term Service Short Contract (April 2013)²³ and the following additional conditions Z1 to Z11 which always apply:		

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

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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 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.

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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.

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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 *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

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- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

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

Z12 Insurance

Z __12.1 Replace condition of contract 82 with the following:

Insurance cover 82

- 82.1 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.
- 82.2 The *Contractor* provides the insurances in the Insurance Table A, from the *starting date* until the 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

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

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

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- Z13.2** The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3** Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4** The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5** The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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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 service 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 service 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.

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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.

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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.

Item no.	Description	Unit	Quantity	Rate	Price
	PRVD RESC SERV	1			
	PRVD RESC SERV	1			
	PRVD RESC SERV	1			
	PRVD RESC SERV	1			
	PRVD RESC SERV	1			
	PRVD RESC SERV	1			
	PRVD RESC SERV	1			
	PRVD RESC SERV	1			

Total of the Prices for Part 1

Part 2

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

Item no.	Description	Unit	Quantity	Rate	Price
	PRVD RESC SERV	1			
	PRVD RESC SERV	1			
	PRVD RESC SERV	1			
	PRVD RESC SERV	1			

The total of the Prices for Part 2

C3: Scope of Work

C3.1 Service Information

Notes to the document compiler are provided in boxes like this one. They are not part of the contract and should be deleted before printing the final draft.

The Service Information should be a complete and precise statement of the *Employer's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Employer's* intention. The Service Information should state clearly the part of the *service* which is to be carried out by the *Contractor* and which does not require the *Employer* to issue a Task Order. This part of the *service* is priced in Part 1 of the Price List. Information provided by the *Contractor* should be listed in the Service Information only if the *Employer* is satisfied that it is required, it is part of a complete statement of the *Employer's* requirements and is consistent with the other parts of the Service Information.

1. Description of the service

The Provision for Fire, Rescue & Emergency Medical Services Lethabo Power Station over a period of One (1) Year

- Provision of fire, rescue, hazmat and emergency medical services at Lethabo Power Station.
- The service provider is required to provide a fire, rescue, hazmat and emergency medical services at Generation Lethabo Power Station.
- The personnel must be available 24 hours a day, seven days a week to prepare for emergency response to and manage any emergencies that may occur at Lethabo Power Station within a 5km radius surrounding the power station.

The scope of work contained herein to be delivered as follows:

- a. Advance Medical Emergency Services, Fire Prevention, Firefighting Service, Rescue Service.

The scope comprises of the following but is not limited to.

Operations must be provided on a 24-hour operation, 7 days a week basis, inclusive of a standby shift which will respond to Lethabo Power Station afterhours in no more than 30 minutes. These arrangements must be in line with Basic Conditions of Employment Act. Services to be rendered at, and on behalf of Generation Lethabo Power Station to include:

- a. Fire Fighting.
- b. Daily Fire Prevention Inspection & Fire Safety Services.
- c. Emergency Rescue (Trench Rescue, Confined Space Rescue, High Angle Rescue, Machinery Rescue, etc.).
- d. Respond to Mutual Aid Partners when called for assistance (as and when required).
- e. Emergency Medical Services (Intermediate Life Support and Basic Life Support).
- f. Transportation of Patients to Medical Facilities of appropriate level of

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- medical care; and Emergency Medical Consumables and Oxygen.
- g. Maintenance/ Inspection of fire Equipment's and first aid boxes.
- h. Daily Equipment inspection and submission of the Scheduled Work Orders.

i. SHE Inspection

- Identification of SHE Risks.
- GEMBA Plant work/ Housekeeping.
- Plant Hazard, Identification and Risk assessment.

The number of qualifications and competencies of the contract employees must be in compliant with the requirements laid out in Annexure A below.

Fire Fighting

- a. Contract personnel must be trained in the following fire and hazmat competencies:
 - Fire Fighter 1 and 2.
 - Hazmat Awareness and Operations.
 - Intermediate and basic life Support registration
 - Code C drivers' license with PrDP.
 - Rope Rescue 1&2
 - Confined space 1&2
 - Grass and wildlands fire fighting
 - Pump Operators (one per shift).
 - Incident Commander (one per shift)
- b. Eskom recognized the following registration bodies for the fire industry and therefore fire fighters must be registered members of at least one of the following institutes:
 - SAESI (South Africa Emergency Services Institute) or.
 - IFE (Institution Fire Engineers) or.
 - FPCSA (Fire Professions Council of South Africa).
- c. The Service Provider shall supply all the necessary station uniform and fire and rescue PPE for their personnel e.g. (uniforms, safety gear, bunker gear NFPA certified or equivalent) as per the Eskom 32-128 - Fire Fighting PPE Standard for Firefighters.
- d. Daily station routines, per shift shall include inspection, operational testing, cleaning, and basic frontline maintenance as follows:
 - Ensure operational condition of fire response vehicles.
 - Fire Station working areas and emergency fire, rescue, and medical equipment are in operational condition.
 - Emergency medical equipment and consumables used on the Ambulance have not reached expiring dates.
- e. Always maintain emergency vehicles and equipment in a clean and operational conditions.
- f. Firefighting and medical emergency shall typically include but not be limited to:
 - Drive and operate emergency vehicles. (Fire truck, Ambulance and Emergency Response Vehicle).
 - Engage in structural firefighting, petrochemical / industrial firefighting, and grass / veld fires.
 - Conduct special services as-and-when required to limit risk and damage to people,

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plant, and processes.

- g. Conduct monthly fire, rescue, and medical care skills training and/or scenario training with own contracted employees.
- h. Conduct fire training with Lethabo ERT's shifts on a four hours per month basis which could include classroom, practical and/or scenario training.
- i. Participate in Lethabo Power Station emergency drills.
- j. Eskom Generation Lethabo Power Station will supply fully equipped medium pumper fire engine.
- k. Eskom Generation Lethabo Power Station will supply fully equipped veld fire skid unit vehicle.
- l. Eskom Generation Lethabo Power Station shall be responsible for the scheduling of maintenance of operational fire and vehicles and the respective fire and emergency equipment.

Fire Prevention & Fire Safety Services

- a. Conduct daily plant fire prevention and fire safety inspections using structured check sheets supplied by the Employer.
- b. Conduct visual inspection of fixed fire protection systems, passive fire protection systems and portable fire equipment on scheduled frequencies. Report defects and safety deviations and rise defects with the Employer.
- c. Assist with fire safety and prevention awareness campaigns.
- d. Conduct fire prevention and rescue standby duties during high-risk plant conditions and hot work activities as-and-when required.

Emergency Medical Rescue

All the contract personnel per shift must be trained to the following rescue levels:

- a. Medical Care at BLS and ILS level of care as per Annexure A. In the rescue setting, patient assessment in rescue medical care, identify emergency medical conditions and injuries, patient packaging for transport.
- b. Confined Space Rescue (team deployment, patient retrieval, patient assessment and stabilization).
- c. High Angle Rescue (Rope Rescue team deployment, patient assessment and stabilization, rope systems and rescue basket stretcher deployment, patient packaging and retrieval).
- d. Vehicle extrication (Apply various rescue techniques to extricate persons trapped in all categories of vehicles; Assist in the extrication of persons entrapped in production and process equipment).

Respond to Mutual Aid Partners when called for assistance.

- a. Lethabo Power Station has Mutual Aid Partners with Seriti Mine whom a mutual aid agreement is in place for management of emergencies. The Service Provider is to render a service free of charge to the formal Mutual Aid Partners of Lethabo Power Station as part of this agreement. It should be noted that the call for assistance is at irregular frequency and only on an as-and-if required basis. Each Mutual Aid Partner is expected to have minimum and similar response capability as Lethabo Power Station.
- b. Mutual Aid Partners include:
 - Metsi Maholo Fire Department
 - Seriti Mine Fire & Rescue
 - ER 24 (01 August 2024 – 31 July 2027) National Contract

Emergency Medical Services

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- a. Supply Emergency Medical Services (Level of Care) ILS, BLS and First Aiders 2 level of care in accordance with the respective HPCSA protocols: Have an agreement with a nearby ALS should the service provider needs his expertise, at the service provider's expense.
 - Minimum of One ILS per shift with firefighting; rescue and hazmat qualifications over four shifts available for fire and ambulance duties (refer to Annexure A for details).
 - Minimum of two BLS per shift with firefighting; rescue and hazmat qualifications over four shifts for both fire and ambulance duties (refer to Annexure A for details).
- b. Maintain ILS medical rescue services with one fully equipped and registered ILS medical ambulance staffed by one ILS and one BLS as a minimum per shift.
- c. All emergency care personnel must always maintain a valid HPCSA registration and minimum required CPD points before they render emergency care to any patients under the service contract with Lethabo Power Station.
- d. The Service Provider must have a contract in place with a National Call Centre to give a back-up medical support if there are mass casualty incidents involving more than four critically injured persons or incidents of Structural collapse, Excavation collapse, Scaffold collapse, Bomb threats, and Natural disasters on the site.
- e. Conduct first aid training with Lethabo ERT's shifts per month basis.
- f. Participate in Lethabo Power Station emergency drills.
- g. Monthly inspection and reporting defects of all first aid boxes at Lethabo Power Station.

Transportation of Patients to Medical Facilities

- a. Lethabo Power Station Ambulance & ER 24 will be responsible to transport all patients to the facilities using fully equipped and registered ILS personnel, and the ambulance service and vehicle must comply with the requirements of the Emergency Medical Service Regulations. Ambulance to be demarcated with reflective signwriting and fitted with audible and visual warning systems to be clearly recognized as a medical ambulance.
- b. All patients will be transported to the nearest medical facility with a level of care appropriate for the patient/s injuries and/or condition.
- c. If patients need to be transported to another medical facility in a neighboring Province, the contract supervisor needs to be notified of such action.

Medical Consumables or Bill of Quantities

- a. The Service Provider must provide all emergency medical consumables see Table 3 (not limited to) and oxygen cylinders required for emergency medical care under the respective HPCSA medical scope of work (Intermediate Life Support and Basic Life Support protocol).
- b. The Service Provider must also ensure that daily checks on fire and medical equipment are done, and that equipment and consumables do not exceed their expiry dates. Replacement of consumable stock must take place a minimum of two (2) weeks prior to reaching the expiry date.

Technical acceptability

Eskom will reserve the right, not to consider any tender that.

- a. Is not compliant with the scope of work.
- b. Do not return the supporting documents that are stated as gatekeepers to qualify for the tender evaluation process to continue.

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- c. Does not provide sufficient information for Eskom to evaluate the tenderer's ability to comply with Safety, Health, and Environmental and Quality requirements of the tender.
- d. Meet technical and commercial requirements, which shall be clearly marked and indicated as tender returnable in the tender invitation. Tenders not complying with these requirements shall not be evaluated.
- e. The Service Provider must have experience in a field of Fire, Rescue and Emergency Medical Services in an industrial and / or mining environment.
- f. Curriculum Vitae (CV's) and proof of competencies of all the employees must be attached.

Tender Requirements

- a. Proposal is to be submitted by the tenderers for the mentioned scope of work.
- b. Hereafter a contract shall be negotiated with the successful tender participant.
- c. The appointment of the successful Service Provider is at Eskom (Employer) sole discretion considering the factors, which Eskom considers relevant.

Acceptance

This document has been seen and accepted by:

Name	Designation
S Maringa	Risk & Assurance Manager
S Vilakazi	Occupational Hygiene & Safety Manager
H Thwane	Senior Advisor Occupational Hygiene & Safety
M Hariram	Environmental Manager

Revisions

Date	Rev.	Compiler	Remarks
October 2024	1	Phushaka Motaung	The purpose of this document is to define a User Scope of Work requirements based on which a long-term service contract will be established between Lethabo Power Station Generation Division and the Fire, Rescue, Hazmat and Emergency Medical Service Provider.

Development Team

Phushaka Motaung – Acting Senior Advisor Fire Risk & Emergency
Jonas Kumako -Assistant Fire Risk Officer

Acknowledgments

Various Gx Power Station

Annexure A. Minimum Staffing Levels, Qualifications & Competencies

Position	Quantities	Shifts	Qualifications & Competencies
Emergency Response	4	24hr/7days	➤ Grade 12 or equivalent ➤ HPCSA Registered

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Team members			Intermediate Life Support (1 x ILS one per shift) with two years' experience. CPD & CPG Compliance required. ➤ Fire Fighter 1 & 2 with two years' experience ➤ Hazmat Awareness & Operations ➤ Rope Rescue 1&2 ➤ Confined Space 1&2 ➤ Grass fire & wildlands fire fighting ➤ Code C Drivers Licence & PrDP ➤ Pump Operator
Emergency Response Team members	4	24hr/7days	➤ Grade 12 or equivalent ➤ HPCSA Registered Basic Life Support (1 x BLS to work on Bravo shift) with two years' experience. CPD & CPG Compliance required. ➤ Fire Fighter 1 & 2 with two years' experience ➤ Hazmat Awareness & Operations ➤ Rope Rescue 1&2 ➤ Confined Space 1&2 ➤ Grass fire & wildlands fire fighting ➤ Code C Drivers Licence & PrDP ➤ Pump Operator
Emergency Response Team members	2	24hr/7days	➤ Grade 12 or equivalent ➤ First Aid level 1 ➤ Advance Firefighting ➤ Intermediate Firefighting ➤ Preliminary Firefighting ➤ Rope Rescue 1

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			➤ Grass fire & wildlands fire fighting Code C Drivers Licence
Safety Officer	1	Shift and Standby if required	➤ Grade 12 or equivalent ➤ SAMTRAC ➤ HIRA ➤ RCAT Technique
Total per Contract	11	Required	

2. Specifications

List the specifications that apply to this contract. Some typical headings have been provided as a minimum; delete if not required or expand and include correct titles as applicable.

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Title	Date or revision	T i c k i f p u b l i c l y a v a i l a b l e
<u>General Specifications:</u>		

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Health and Safety requirements	- Contractual requirements mean the suppliers will submit the tender returnable during the tender close-out. - The evaluation will take place once the mandatory and Functionality evaluation have been completed. - The service provider will be given only ONE opportunity to submit the outstanding documents within 7 working days. - Failure to submit the outstanding documents within the stipulated time; may result in the tenderer being regarded as non-responsive and ineligible for contract award. - These OHS requirements will form part of the procurement process and must be complied with prior to signing the contract (Note: these requirements are applicable to the tender phase only). - The service provider shall comply with the OHS Safety file requirements which will be issued to the successful bidder, and no work may commence until the Safety file is approved by the Contract custodian together with the OHS professional. - The following will form part of the tender evaluation criteria and must be complied with: A. Acknowledgement of Eskom's SHE rules, and requirements form (Annexure B) signed and submitted by the tenderer B. National driver's license (applicable to drivers) C. Valid Letter of Good Standing (COIDA or equivalent) D. The OHS Act 37(2) agreement which will be signed with the contract E. Subcontractor management – Management commitment to ensure that the delivery company complies with Eskom and legal requirements as amended (formal on the company letterhead),	
Environmental requirements		
Site regulations and access control		
<u>Technical specifications:</u>		

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.
Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

3.1 Meetings

Provide information about regular meetings to be held such as early warning and compensation event meetings (suggest weekly), safety and planning meetings.

3.2 Use of standard forms

Provide details of standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications.

3.3 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

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

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- 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.

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

3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

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

3.6 BBBEE and preferencing scheme

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

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3.7 Cataloguing requirements by the *Contractor*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

4. Requirements for the plan

State whether a plan is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

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

Describe what the *Employer* will provide such as services (including water and electricity) and “free issue” plant and materials and equipment.

Item	Date by which it will be provided

6. Property affected by the service

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Give information about any property upon which the service is to be provided. This may include the property of others as well as that of the *Employer*. Also provide any other information which is likely to affect the *Contractor's* work.

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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)