



NEC3 Term Service Contract (TSC3)

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

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

for **Fire and Rescue Services for a period of 5 years at
Tutuka Power Station**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

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:

Fire and Rescue Services for a period of 5 years at Tutuka Power Station

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &
signature
of witness

Date

C1.2aTSC3 Contract Data

Part one - 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 conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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:	
	 dispute resolution Option	A: Priced contract with price list
	 and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]

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

10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The <i>service</i> is	Fire and Rescue Services for a period of 5 years at Tutuka Power Station
11.2(14)	The following matters will be included in the Risk Register	
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	1 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	60 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	On the 25 th of every 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	60 days
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

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	Tasks or Scope of Work not included in this contract or appendices or annexures after contract award
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	1. [●] 2. [●] 3. [●]
9	Termination	NEC3 TSC Core Termination Clauses will be applied during Termination.
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 service at intervals no longer than	4 weeks
53.3	The <i>Contractor's</i> share is assessed on (dates)	
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration

		Foundation of Southern Africa (AFSA).																								
	Address	[•]																								
	Tel No.	[•]																								
	Fax No.	[•]																								
	e-mail	[•]																								
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.																								
W1.4(2)	The <i>tribunal</i> is:	arbitration																								
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.																								
	The place where arbitration is to be held is	[•] South Africa																								
	The person or organisation who will choose an arbitrator																									
	- if the Parties cannot agree a choice or	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.																								
12	Data for secondary Option clauses																									
X1	Price adjustment for inflation																									
X1.1	The <i>base date</i> for indices is	The month prior the closing date of this enquiry																								
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>15%</td><td colspan="2">non-adjustable</td></tr> <tr> <td>100</td><td colspan="2"></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	15%	non-adjustable		100		
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100																										
X2	Changes in the law	of the Republic of South Africa is a compensation event if it occurs after contract award																								
X17	Low service damages																									
X17.1	The <i>service level table</i> is in	On the 2nd last page of this document																								

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
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 • 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	6 months after 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	3 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	
	Z1 to Z14 always apply.	

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result

of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the

service period, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

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

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

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

Z8 Notifying compensation events

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

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of

the event, he is not entitled to a change in the Prices.

Z9 *Employer's limitation of liability*

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 *Ethics*

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

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

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

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

in connection with this contract	
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Z 12.2 Replace core clause 86 with the following:**Insurance
by the
Employer**

86

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

Insurance against or name of policy	Minimum amount of cover or minimum 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.

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, normalized to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment

and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2b Contract Data

Part two - Data provided by the *Contractor*

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address	

Tel No.

Fax No.

11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1	Name: Job: Responsibilities: Qualifications: Experience:
	2	Name: Job: Responsibilities: Qualifications: Experience:
CV's (and further key person's data including CVs) are in _____.		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
C2.2	The <i>price list</i>	

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.

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

FIRE AND RESCUE SERVICES

Item No.	Description	Unit	Number of resources	Rate
FIRE AND RESCUE SERVICES				
1	Base Manager	Per Month	1	
2	Shift Supervisor	Per Month	1	
3	Firefighters/EMT	Per Month	1	
4	Communication and Cellular allowance	Per Month	2	
5	SSC Activities: Removing hot ash from the ash box by utilizing water from the fire hydrant with fire hoses	Per Hour	1	
6	PPE (Bunker gear)	Per Person	1	
7	PPE (Field Fire Bunker)	Per Person	1	
8	PPE (Station wear)	Per person	1	
9	Safety boots	Per person	1	
10	Dust masks	Per Month	1	
11	Medicals	Per Person	1	
12	Administration and Public liability insurance	Per Month	1	

13	Staff Accommodation (rental)	Per Month	1	
14	7-Seater for Staff Travelling x 1	Per Month	1	
	Sub-total Fire and Rescue Services			R
	OVERTIME			
Item No.	Description	Unit	Number of resources	Rate
Normal Overtime & Saturdays				
15	Base Manager	Per Hour	1	
16	Shift Supervisor	Per Hour	1	
17	Firefighters/EMT	Per Hour	1	
	Sub-total Overtime			R
	Shift allowance			
Item No.	Description	Unit	Number of resources	Rate
18	Shift Supervisor	Per Month	1	
19	Firefighters/EMT	Per Month	1	
	Sub-total Shift Allowance			R
	EQUIPMENT: 'AS AND WHEN REQUIRED'			
Item No.	Description	Unit	Number of resources	Rate
20	65mm Fire hose	Each	1	
21	45mm Fire hose	Each	1	

22	38mm Fire hose	Each	1	
23	Akron branch: 7bar	Each	1	
24	Smooth bore nozzle : 7bar	Each	1	
	Subtotal Equipment 'as and when required'			R
	Total of tendered amount excluding VAT			R

- No totalling of tendered prices should be inserted by *Contractor*, *Contractor* to supply rates / unit price only.
- Cost breakdown must be included with *price list*.
- Cost Price Adjustment (CPA) will be fixed and firm for the first year. CPA will be applicable 16 months after tender closure date, using SEIFSA table with base date month prior the closing date of the enquiry. 15% remains fixed for the duration of the contract.
- CPA proportions to be submitted with Tender Returnables.

Security / Criminal Clearance Check

- Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal *Contractor* appoints a sub*Contractor*, the same provisions and measures will apply to the sub*Contractor*.
- Acceptance of the tender is also subject to the condition that the *Contractor* will implement all such security measures for the safe performance of the work as required in the scope of the contract.
- *Contractors* are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process in order to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered.
- *Contractors* are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager. The Security Manager is required to verify the authenticity of the CRC Certificate with SAPS and to cross reference the employee seeking access against known HR databases and site databases to determine if the employee in question has in the past participated in disruptive labour actions and if the individual was dismissed from Eskom and the reason for such dismissal.

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The Contractor is required to place Fire & Rescue Services employee's (25) capability at Tutuka Power Station, these employees must be available 24 hours daily for any fire and rescue emergencies that may occur at the Tutuka Power Station and relevant areas within the Mpumalanga Province. The scope comprises of the following but is not limited to:

- a. Emergency Rescue (Trench Rescue, Confined Space Rescue, High Angle Rescue).
- b. Fire Fighting.
- c. SSC Activities
- d. Back up support to other related stake holders
- e. Natural Disasters.

Purpose

The purpose of this contract is to provide professional firefighting and rescue services at the Power Plant to protect personnel, property, and the environment from fire and other emergencies. The Contractor shall ensure rapid, efficient, and effective emergency response in accordance with regulatory standards, industry best practices, and the Tutuka's site-specific requirements.

Process for Monitoring

- Regular reviews and Audit shall be conducted for the compliance of the content of this document. The monthly assessment shall be used to track or assess the Monitoring of Equipment and statistics.

1.1.2 Scope of works

The team is to comprise of twenty-five (25) members officially appointed in the duties listed below. Members must be qualified and maintain a valid certificate of competency for the following:

A) Base Manager

At least one (1) team member appointed as Base Manager with the following training

- 5 Years' experience in a supervisory position
- Grade 12 or equivalent
- Registered Fire Fighter 1 & 2 (SAESI)
- Registered Hazmat Awareness, Operations (SAESI)
- Pump operator
- Rope Rescue 2
- Vehicle extrication
- Code C Drivers Licence & PrDP

- Computer literacy (Microsoft Office)
- Report writing skills
- Knowledge of Occupational health and safety act 85 of 1993 requirements
- Knowledge of Emergency Preparedness and Response Plan
- Communication skills
- Mentoring & coaching skills

B) Shift Supervisor

At least four (4) team members appointed as Shift Supervisors with the following training & experience:

- Grade 12 or equivalent
- Registered Fire Fighter 1 & 2 (SAESI)
- Registered Hazmat Operational Level (SAESI)
- Pump operator
- Rope Rescue 2
- Vehicle extrication
- BLS/ Level 3 First Aid
- Code C/EC Drivers Licence & PrDP
- Computer literate
- Report writing skills.
- Confined space rescue training

C) Firefighters/EMT

At least twenty (20) members appointed as firefighters with at least the following training and experience:

- Grade 12 or equivalent
- Registered Fire Fighter 1 & 2 (SAESI)
- Registered Hazmat Awareness and Operations (SAESI)
- Rope Rescue 1
- Vehicle extrication
- Minimum First Aid Level 3, BAA will be advantageous
- Code C1/C Drivers Licence & PrDP

Provision of Equipment

- Listed firefighting equipment

The Contractor/Supplier will respond to all fire and rescue emergency related incidents at Tutuka Power Station site, Eskom owned properties in region and on 'as and when' required basis, and to be on scene within 10 minutes of notification of incident. Provide 24 hours and, a seven (7) days service, by working from 07:00 in the morning to 19:00 on a shift system. The shift system shall consist of four (4) shifts (Shift-A, Shift-B, Shift-C and Shift-D) Shift- A will be working seven (7) days on day.

shift and shift-B 7 days on night shift while shift C and D are off. After seven days Shift-D and C will come in and relieve Shift A and B. The base supervisor will be working five (days) weekly and off weekends. The scope covers the response to the entire emergency related incidents including road accidents within a 10 km radius of the Power Station. And other special services such as

- Drive and operate Emergency vehicles. (Fire truck and other Rescue Vehicles)
- Assist with the investigation of all emergency related incidents.
- Coach emergency response teams and conduct awareness training to all Tutuka Power Station employees including service providers on basic firefighting. Inspect all emergency equipment and
- emergency response vehicles on site as per Tutuka Power Station requirements on a formalised
- preventive maintenance (PM) schedule.
- Report any deviation or violation affecting operability or performance of the fire protection systems and portable firefighting equipment as noted during visual inspections.
- Inspect and monitor all hot work being conducted in the plant.
- Comply with all Eskom and Tutuka Power Station Documented information (procedures and work instructions.)
- Assist the neighbouring Power Stations if required for emergencies.
- Perform assist in the execution of emergency drills.
- Assist in the site medical centre as and when required.
- If need arise, transport patient/s to the nearest local and private hospitals around Standerton.
- For each incident respondent to make lessons learnt case study and present it to meetings
- Perform other special services activities as and when required by the power station.
- Render services to the local communities around Tutuka Power Station without
- charge, as part of the SD&L requirements

Team Composition

NO	Required Skill	QTY	Area of Responsibility
1	Base Manager	1	Responsible for day to day running of operations in the station
2	Shift Supervisor 4	4	Responsible for the effective running of the shift on duty
3	Firefighters	20	Responsible for responding to emergencies and

			conducting inspections.	relevant
--	--	--	----------------------------	----------

Total - 25

1.2 Requirements for services

1.2.1 Fire Fighting

- All the contract personnel per shift must be trained to a level of fire fighter two and hazmat operational except those specified to have additional courses.
- Maintain a fully equipped fire response team onsite or on standby.
- Respond to all fire alarms and emergency situations promptly, per pre-defined response plan and times.
- Comply fire suppression, containment, and evacuation procedures.
- Coordinate with plant management, security, and local emergency services when required.
- The contractor will supply the entire necessary PPE for the personnel e.g. (uniforms; safety gear; bunker gear NFPA and UN certified).

1.2.2 Fire Prevention and Preparedness

- Conduct risk assessments and identify potential fire hazards within the plant.
- Implement fire prevention strategies, including inspection of equipment, storage areas, and hazardous materials.
- Provide training and awareness sessions for plant staff on fire safety procedures, including fire extinguisher usage and evacuation protocols.

1.2.3 Emergency Rescue Operations

- Patient Assessment in Rescue Medical Care, Common Medical conditions, and injuries identify, Patient packaging and litter evacuation (First Aid level 3/BLS)
- Provide **first aid and casualty management** until medical services arrive ((First Aid level 3/BLS))

1.2.4 SSC (Submissible Scrap Conveyor) Activities

Perform the activity of removing ash from the ash box, slope and the Grizzly ash conveyors by utilizing water from the fire hydrant with fire hoses. Occasionally the activity is conducted by two/three personnel.

1.2.5 Natural Disasters

The supplier needs to have a contingency plan in place for necessary recourses on Epidemic and Pandemic's e.g., relevant PPE, decontamination equipment, screening equipment, vaccinations compliance.

1.2.6 Inspections

- Inspections to be carried out on a Daily, Weekly and Monthly basis and the following is to be checked: Condition of Offices, Response vehicles, Fire vehicles and working areas and equipment are to be checked that they are still intact, gauges to be checked that pressure is still within range.
- Inspection on fire extinguishers, sprinkler valves, fire doors to ensure that they are in a state for use in case of emergency.
- Execute PM's (Planned Maintenance) inspections as per schedule.
- Participate in all station events as and when required and provide necessary assistance required.

1.2.7 Technical acceptability

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

- Is not compliant with the scope of work.
- Do not return the supporting documents that are stated as gatekeepers to qualify for the tender evaluation process to continue.
- Does not provide sufficient information for Eskom to evaluate the tenderer's ability to comply with Safety, Health, Environmental and Quality requirements of the tender.
- Must meet technical and commercial questions which shall be clearly marked and indicated as tender returnable in the tender invitation. Tenders not complying with these requirements shall not be evaluated.
- The Suppliers Company must have more than three (3) years' experience in a field of Firefighting and Rescue Services.
- CVs of personnel must be attached.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AP	Accounts Payable
BLS	Basic Life Support
CPA	Cost Price Adjustment
ISO	International Standard Organization
IP	Intellectual Property
NCR	Non-conformance report
NFPA	National Fire Protection Association
PDP	Public Driving Permit
PIR	Performance Improvement Report
PM	Plant Maintenance

PPE	Personal Protective Equipment
QM	Quality Management
QMS	Quality Management System
SAESI	Southern African Emergency Service Institute
SANAS	South African National Accreditation System
SANS	South African National Standards
SSC	Submissible Scrapper Conveyor
SWL	Safe working load
SOW	Scope Of Work

2 Management strategy and start up

2.1 The *Contractor's* plan for the service

- To be discussed before each task order can be carried out between the *Contractor* and the *Employer*.
- Programme to be supplied on request on a signed hard copy as well as a soft copy, see Scope of Work.

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	TBC	Tutuka Power Station	<i>Employer</i> and <i>Contractor</i>
Risk Register and compensation events	TBC	Tutuka Power Station	<i>Employer</i> and <i>Contractor</i>
Overall contract performance progress and feedback	6 Monthly	Tutuka Power Station	<i>Employer</i> and <i>Contractor</i>

The Contractor will comply with the requirements as set by the *Employer*. *The Contractor* will provide detailed feedback.

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

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

a) Attendance of meetings as required by *Service Manager* such as:

- The *Employer's Contractors* Safety Meeting (monthly)

- Departmental Safety Meetings (monthly)
- Section daily meetings
- All outage meetings
- All Assessment meetings
- Any meeting requested by the *Employer* or *Contractor*

2.3 Contractor's management, supervision and key people

Key people are as follows: -

- 1x base Manager
- 4x Shift Supervisors
- 20x Firefighters

2.4 Provision of bonds and guarantees

- N/A

2.5 Documentation control

- a) Each instruction, certificates, submissions, proposal, records, acceptance, notification, reply and other communication which this contract requires is communicated in the form of which can be read, copied and recorded.
- b) Writing is in the language of this contract.
- c) All communication must be printed and filed in the *Service Managers* file
- d) Monthly and weekly reports to be discussed, compiled and handed in to the Eskom Supervisor and *Service Manager*.

2.6 Invoicing and payment

The *Contractor* shall include on each invoice the following information:

- Name and address of the Contractor and the *Service Manager*.
- The contract number and title.
- Contractor's VAT registration number.
- The *Employer's* VAT registration number 4740101508.
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- Purchase Order number.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; CPA calculation sheet and the Invoice for CPA (with the GL Account Number and the CC on the Invoice) to be sent to the financial department as per Eskom Invoicing procedure / instruction.
- Eskom Invoicing and payment procedure to be followed.

2.7 Contract change management

- a) Where *Contractor* does Name Changes, Mergers, Acquisitions and Cessions the *Employer's* procedures must be followed. (Eskom Procurement and Supply Management)
- b) In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- c) The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- d) Changing the *Service* Information
- e) Access

- f) Provision by the *Employer*
- g) Stopping work
- h) Work of the *Employer* or others
- i) Reply to communication
- j) Changing a decision
- k) Withholding acceptance
- l) Delayed tests or inspections
- m) Change of Affected property
- n) Materials, facilities, etc. for tests
- o) *Employer's* risks
- p) Assumption about Compensation Events
- q) *Employer's* breach of contract

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

- All the original documentation must be kept by the *Contractor*.

2.9 Insurance provided by the *Employer*

- Refer to Contract Data section 8

2.10 Training workshops and technology transfer

- a) The *Contractor* shall be obliged to carry out the *service* for which the training was provided.
- b) *Contractor* staff to be found competent in writing to work at Heights

2.11 Design and supply of Equipment

- *Contractor* provides all required equipment to perform the work.

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

2.12.1 Equipment

- N/A

2.12.2 Information and other things

- a) All reports / documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the *service*.
- b) On Completion of contract the *Contractor's* safety file will be hand over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract
- c) All PM's to be signed off and handed back to the *Service Manager* on a daily basis

2.13 Management of work done by Task Order

- a) A Task Orders / Purchase Orders are the instruction to commence work.
- b) No work shall commence until Task Order / Purchase Order is issued and has been finalised, accepted and signed by both the *Employer* and *Contractor*.
- c) All work will be issued on a Task Order system.
- d) The Work Order, Purchase Requisition, Task Order and Purchase Order will be created via the SAP PM system.
- e) Completion certificate to be issued after tasks is completed on the Task Order. Completion certificate must be submitted together with the Assessment.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure SHEQ Specifications 14RISK SRM-084 to this service Information.

Eskom SHEQ Policy

Eskom has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of *service* justifies exposing anyone to negative risks arising from Eskom's business.

Compliance with the Eskom SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

Contractor SHEQ Policy

All *Contractors* shall have an OHS policy signed by the CEO of the *Contractor* and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHE file.

SHE Plan Requirements

- Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plans, based on the scope of work and client SHEQ specification.
- The SHE plan must be pre-approved by the client for implementation. The principal *Contractor/Contractor* has a responsibility to send the SHE plan to the client for approval prior to commencement of work.
- The SHE plan must be applied from the commencement of and for the duration the construction work, which must be updated / reviewed as the work progresses/changes.

When a principal *Contractor* intends appointing *Contractor*, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's SHEQ specifications and scope of work

- The *Contractor* must ensure that all personnel attend the *Employers* health and safety Induction Course prior to starting with the works.
- All Eskom health and safety requirements to be adhered to
- *Contractor's* Health and Safety file to be handed in for approval, and kept up to date by the *Contractor*

Health and Safety Arrangements

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at Tutuka Power Station. Arrangements are made with Safety Risk Management, by the *Contractor*.

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as Eskom procedure as stipulated below:

- d) SHEQ Policy 32-727
- e) Eskom Procurement and Supply Chain Management Procedure 32-1034
- f) SHE Requirements for the Eskom Commercial Process 32-726
- g) *Contractor* Health and Safety Requirements 32-136
- h) Integrated SHE Organization, Roles and Responsibilities and Statutory Appointments 32- 296
- i) Live-saving Rules 240-62196227
- j) Working at Heights 32-418
- k) Eskom Vehicle Safety Specifications 32-345
- l) Tutuka *Contractor* SHEQ Specifications 14RISK SRM - 084

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its workplaces and on its employees.

Refuse any employee, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT;

Issue the *Contractor* with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-*Contractors* or agents.

The *Contractors* Health and safety file is to be submitted for approval to Tutuka's Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

First aid and fire fighting

- Adequate first aid and firefighting equipment to be provided by the *Employer*
- All *Contractor* personnel must have First aid and firefighting training
- *Contractor* to provide own Fire Extinguishers

Fire Precautions

Any tampering with the *Employer's* fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction and are not used for work or storage at any time. Firefighting equipment must remain accessible at all times.

The *Contractor* takes the necessary action to safeguard the area to prevent injury and the spreading of the fire.

Security, fire protection and safety

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

Fire protection

The provision of Eskom's standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works Sites" shall be applicable.

Safety and incident prevention

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Tutuka SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents. A written report to be submitted to the *Employer* within 24 Hours of incidents and any damage to property or equipment

NOTE! This report does not relieve the *Contractor* of his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

Occupational Health and Safety Act 85 of 1993 – SECTION 37

In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as mandatory to assume Health and Safety duties and responsibilities. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* appoints a person who liaises with the *Employer's* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:

- Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- Supply the *Employer's* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify The *Employer's* Safety Officer of any changes thereto.

The *Employer* may, at any stage during the duration of this contract:

- perform safety audits at the *Contractor's* premises, its work place and its employees;
- refuse any employee, *Sub-Contractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;

- Issue the *Contractor* with an instruction to stop work should the *Employer* aware of any unsafe working procedure or condition or any non - compliance with The Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no Amendments to the act or the Regulations or reasonable amendment to the *Employer's* and Operating Procedures will entitle the *Contractor* to claim any additional costs or Time incurred in complying therewith, from the *Employer*

Safety Regulations of the *Employer*

The *Contractor* conforms to the Eskom Plant Safety Regulations

The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

Safety requirements

- Annexure B
- Health and Safety plan/OHS manual.
- H&S costing
- Baseline OHS risk assessment.
- Valid letter of good standing or equivalent (LOGs)
- OHS policy (must be signed)
- Proof of OHS competency.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in the following: -

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to Eskom Environmental Legal and other Requirements procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 017-7495536/9200.

3.3 Quality assurance requirements

- No Site work is allowed unless the *Employer* accepts the Quality Management System requirements based on the scope of work.
- The contractor must conform to Quality Management System-ISO 9001:2015 requirements.
- The Contractor will fully conform to the requirement of the Supplier Quality Requirement Specification (QM-58), standards, procedures and Eskom policies.
- All activities that need to have Quality control plans (QCP) must be in place which will be developed by the contractor, also to be approved by Eskom Engineer prior execution of work.
- The *Contractor* might be subjected to audits. reviews and during the execution of work the client must perform inspections and spot- checks.
- All documents that will be arising from this project or contract must remain with the client.
- Where applicable the *Contractor* must conform/comply with all statutory requirements
- All documented information as per category 2, to be submitted prior work execution for purpose of evaluations.

- Where the principal *Contractor* will be sub-contracting, the principal *Contractor* must provide the documented information on how to control the sub-contractor. The principal contractor must take full responsibility of managing subcontracted supplier.

The Contractor, in conjunction with Tutuka relevant individuals must sign off all Quality Control documents after completing activity or activities.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- All relevant personnel names and titles must be specified to the *Service Manager*
- Only Trained and Skilled people that are qualified to perform work are allowed
- All new staff to be appointed in writing.
- All new staff to do induction training
- All replacements of staff will be in the same discipline (e.g. Firefighter for a Firefighter with proof of qualifications and CV)
- Experience / knowledge must have qualification / certificate / reference of where and when this was gained.
- In the case where one or more employees of the *Contractor* are requested to leave site for other reasons than Sick leave or Annual leave. The personnel must be replaced immediately with the same skill.
- All new staff to be approved by *the Service Manager* before entering the site or commencing work
- When changing personnel a new access to work form to be completed by the *Contractor*
- Only required specified approved amount of personnel to be allowed on site, pre-arrange with *Service Manager*

4.1.2 BBBEE and preferencing scheme

- As per clause Z3 within Contract Data.
- Procurement requirements**

PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price
BBBEE Status
Designated commodity (Yes/No)

Price	90%
BBBEE Status	10%
Designated commodity (Yes/No)	No

4.2 Subcontracting

4.2.1 Preferred *SubContractors*

- N/A

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- a) Subcontract documentation, and assessment of subcontract tenders to be administered and handled by the Principal *Contractor*.

4.2.3 Limitations on subcontracting

- a) subcontracting will be allowed as per SDL&I requirement

4.2.4 Attendance on *SubContractors*

- a) N/A

4.3 Plant and Materials

4.3.1 Specifications

- a) Hold and witness points must be attended and witness all intervention points as per approved QCP as per activity.
- b) The *Contractor* is responsible for the transportation of equipment and other material.
- c) The *Contractor* is not allowed to use any equipment, materials or spares for private usage or while on other Eskom sites.
- d) Check sheets to be updated, signed and handed in to the *Employer's* Supervisor

4.3.2 Correction of defects

- a) All work to be done must be done under a permit to work. Some plants are trip risks and can only be worked on during outages or unit shutdowns.
- b) All defected spares to be replaced with the permission of the *Service Manager / Employer's* Supervisor.
- c) All rework to be attended to within 24 hours and / or as soon as practical possible and will be against the *Contractors* costs
- d) As per inspection check list provided by the *Employer* (GGP 1045 page 33-35; GGP 1046 page 33-35)

4.3.3 *Contractor's* procurement of Plant and Materials

- a) Purchasing of plant spares, equipment or materials will go through the *Employer's* procurement process.
- b) The *Contractor* will supply its own consumables.

4.3.4 Tests and inspections before delivery

- a) The *works* are to be completed in accordance with the specifications in all respects and ready for take-over by the *Employer's* Representative except for the following work which may be done after the Completion Date, but before the dates stated below which are to be shown on the *Contractor's* program.

5 Working on the Affected Property

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

- a) Lifesaving rules must be adhered at all times.
- b) Access is limited and controlled by Plant Safety Regulations requirements.
- c) No employee will be allowed to access the plant or to work without access permit issued.
- d) All personnel to work on the plant must be registered on the Worker's Register by the Responsible Person.
- e) All personnel must attend induction before working on site and they must obtain gate permits via the *Service Manager* and Security Services
- f) Unauthorised access to site is prohibited. The personnel are expected to be at their working site area at all times.
- g) No recruitment on site or at the main access gates.
- h) All activities to comply with the OHSACT regulations.

5.2 People restrictions, hours of work, conduct and records

- a) Normal working hours are Eskom working hours
 - Monday to Thursday 07:00 - 16:15
 - Fridays 07:00 - 12:00
 - Outages 07:00 – 19H00
- b) The *Contractor* must be available for any plant break downs during or after hours, weekends and public holidays.
- c) All work to be performed will be on an 'as and when required' basis as per *Service Manager* request and as per plant performance

5.3 Health and safety facilities on the Affected Property

- a) Proto team on each shift
- b) Medical Station and relevant staff on Site should an incident occur.
- c) Each workshop has a first aid box available.
- d) Yearly induction for all personnel.
- e) In an emergency the contract supervisor and *Service Manager* must be notified immediately

First aid centre

The *Contractor* provides a first aid service to his employees and *Sub-Contractors*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* medical centre and facilities are available.

Outside the *Employer's* office hours, the *Employer's* first aid services are only available for serious injuries and life threatening situations.

The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities

5.4 Environmental controls, fauna & flora

Environmental management

- a) Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- b) All *Contractors* shall comply with Eskom environmental management procedures and Environmental legislation
- c) Environmental incidents shall be reported to the Eskom Environmental Department as per incident management requirements.

Waste Management

- a) Waste segregation is important to facilitate recycling of waste. Ensure that waste material is disposed in the correct bin.
- a) Eskom periodically collects waste from the bins for disposal in the correct manner.
- b) No waste should be burned or buried on site.
- c) Where Eskom and the *Contractor* have agreed that the *Contractor* is responsible for the Disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates filed.

Types and colours of bins used on site:

- Yellow bin for domestic waste
- Orange bin for hazardous waste
- Maroon bin for scrap
- Green box for cartridges
- Blue box for recyclable paper

Radiation protection

The *Contractor* conforms to the *Employer's* procedure OMOP 2049 and OMOP 2051 when performing any industrial radiography.

Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with the *Employer*) to supply the information. If information is not available for whatever reason, the supplier must indicate and give reasons to the *Employer*.

Handling of waste produced by the *Contractor*

All waste introduced to and/or produced on the *Employer's* premises, by the *Contractor*, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.: BN0621-16296-5.

The *Contractor* is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.

The *Contractor* is required to ensure that all goods, services or work supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the *Employer's* site, the goods, services or work supplied also conforms to the *Employer's* environmental specifications.

Waste from the cleaning and maintenance of equipment

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

Stockpiling of waste

Waste is removed promptly to the designated deposit areas. No stockpiling is permitted.

Hazardous waste

Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the *Contractor* to ensure safe removal from the property to a registered Class 1 site

Pest Control

Only approved herbicides with a low environmental risk shall be used for pest control.

Only registered pest controllers may apply herbicides on a commercial basis.

Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

Incidents related to water pollution must be reported to the Eskom environmental department within 24 hours.

Report / fix leaking taps and pipes to save water.

Use water sparingly.

Chemical substances shall not be disposed of in wastewater or storm water drains.

Air Pollution

Dust suppression measures must be in place to reduce airborne dust.

Noxious and offensive odours arising from work activities shall be adequately controlled.

Ground Pollution

Measures to prevent or control ground contamination shall be put in place e.g. drip trays, bund walls.

Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures

5.5 Cooperating with and obtaining acceptance of others

Interface with Others

It is likely that other *Contractors* will be working in the same area. Others might however from time to time require limited access to the same area in order to execute maintenance activities and the *Contractor* is to be accommodating in such instances.

Planning

Programmes are submitted in hard and electronic copy. The software package is MS Projects, Open Plan or equivalent, accepted by the *Service Manager*.

Progress report

A Report will be submitted to the *Service Manager* as and when requested.

Completion

Contractor to submit a completion certificate after each task is complete.

Final completion certificate of contract must be submitted at the end of Contract period.

Requirements for Completion.

Completion is when the *Contractor* has done all the work, which the Works Information states he is to do by the Completion Date and has corrected notified Defects, which would have prevented the *Employer* from using the works.

The Site is handed back to the *Employer* in a condition acceptable to the *Service Manager*.

5.6 Records of *Contractor's* Equipment

- a) All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- b) All lost equipment and tools to be declared to the *Service Manager* and full details of incident.
- c) *Contractor's* equipment (Cellphones with Camera's, Computers, Camera's etc) to be declared and signed in at security.
- d) All test equipment must be calibrated and tested regularly, and certificates must be handed in to the *Service Manager* for record keeping

All equipment and appliances

All equipment or appliances used by the *Contractor* conforms to the applicable South African Safety Standards and is maintained in safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any equipment or appliance that in the *Service Manager's* opinion does not conform to the foregoing. The *Contractor* only employs skilled persons, certified in terms of the relevant acts.

5.7 Equipment provided by the *Employer*

- a) Mobile, Overhead cranes, forklifts, air winches and other winches to be provided and operated by the *Employer*
- b) All rigging equipment over five tons to be provided by the *Employer* and to be used under Eskom supervision.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

- a) The *Employer* supplies 220 & 380 V AC power supply at existing points for the purpose of the works only
- b) The *Employer* supplies portable water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.
- c) *Employer* will provide facilities (such as toilets).
- a) Scaffolding where needed and must be planned 2 days upfront for non-emergent work
- b) Working space / area
- c) Gas test and environmental certificate

5.8.2 Provided by the *Contractor*

- a) *Contractor* to provide and ensure safe transportation services for all *Contractor's* employees and it must comply with 32-93 and 33-345 procedures.
- c) Access permits [Refer to procedure: Access Control at Eskom premises (32-1134)]
- d) *Contractor* to provide own (coffee, sugar, milk, tea, etc.)
- e) All computers and printers accessories needed to be provided by the *Contractor*.
- f) All PPE to be provided by *Contractor* at own costs for all weather types and must be SABS approved and meet Eskom standards.
- g) Gloves and dusk masks will be supplied by the *Contractor*.
- h) Provide SABS approved Safety harnesses as per Eskom Safety requirements and must be

- inspected daily and logged.
- i) *Contractor* will provide a Method Statement to explain how the SOW will be executed, and this must form part of the Tender returnable.
 - o The *Contractor* to provide full detailed method statement on how Provision of Fire and Rescue services Supply detailed method statement indicating supplier's ability to perform the services
 - j) The *Contractor* makes own arrangements for accommodation and meals at own costs.
 - k) The *Contractor* provides its own cell phone and the cost thereof.
 - l) The *Contractor* will be responsible for all non-Eskom telephone calls, faxes and internet usages.
 - m) *Contractor* to provide 2 x (380VAC 63 Amp) 50m extensions. Extensions must be COC certified.
 - o) *Contractor* to provide barricading for no-entry in works areas.

5.9 Control of noise, dust, water and waste

- a) All necessary and relevant PPE must be used at all times when entering or working on plant.
- b) Work Permit Risk Assessment forms must be completed before commencing with any task.
- c) All relevant procedures to be used at all times.

5.10 Hook ups to existing works

5.10.1 Constraints on how the *Contractor* provides the service

- a) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- b) The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- c) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation in the event of *Contractor's* personnel being in Contravention with the OHS Act or any other *Employer's* Rules, Regulations and Procedures
- d) The *Employer* reserves the right to terminate the contract, once 12 Non-Conformances Report / Performance Improvement Report (PIR / NCR) are raised against the *Contractor* for any SOW and Quality Non-Conformance, Poor Workmanship or delays due to negligence during the period of 5 years.
- e) The *Contractor* must submit Curriculum Vitae of its entire staff prior to work commencing on site.
- f) The *Contractor* must submit valid, certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- g) to be raised by *Contractor* for any deviations on timelines or schedule to be sent to *Service Manager* for approval
- h) All known *services* will be brought to the attention of the *Contractor* by the *Service Manager*. Should the *Contractor* encounter any other *services* in the work area, he will immediately bring it to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- i) The contract will strictly be in accordance with the NEC TSC3. Early warnings, compensation events etc. are to be notified to the delegated personnel such as Service Manager.
- j) The *Contractor* complies with all site regulations issued by the *Employer*.
- k) Care must be taken to prevent damage to any surroundings such as plant, roads or equipment in and around existing buildings.
- l) The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer's* premises.
- m) The *Contractor* and his employees may only smoke in the allowed / dedicated areas.
- n) The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g. theft etc.
- o) Repeated serious criminal acts by *Contractor's* staff will be grounds for the cancellation and termination of this contract.
- p) All known *services* will be brought to the attention of the *Contractor* by the *Service Manager*. Should the *Contractor* encounter any other *services* in the work area, he will immediately bring it to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.

- q) The *Employer's* carries no responsibility for unforeseen delays unless such a delay is reported immediately to the *Service Manager* of the occurrence and written agreement is submitted by the *Employer*.
- r) All material, equipment and tools necessary to carry out the specific scope shall be supplied by the *Contractor*.

5.10.2 Qualifications (Note – the below mentioned will change from time to time based on the skills required per contract)

Minimum qualifications requirements of people employed by the *Contractor* are as follows:

- a) The Base Manager must have Grade 12 or equivalent, Registered Fire Fighter 1 & 2 (SAESI), Registered Hazmat Awareness, Operations (SAESI), Pump operator, Rope Rescue 2, Vehicle extrication, Code C Drivers Licence & PrDP, Computer literacy (Microsoft Office)
- b) The Supervisor must have Grade 12 or equivalent, be registered Fire Fighter 1 & 2 (SAESI); registered Hazmat Operational Level (SAESI), Pump operator Rope Rescue 2, Vehicle extrication, BLS/ Level 3 First Aid, Code C/EC Drivers Licence & PrDP and Computer literacy.
- c) The Firefighter must have Grade 12 or equivalent, Registered Fire Fighter 1 & 2 (SAESI) Registered Hazmat Awareness and Operations (SAESI), Rope Rescue 1, Vehicle extrication, Minimum First Aid Level 3, BAA will be advantageous, Code C1/C Drivers Licence & PrDP

5.11 Tests and inspections

5.11.1 Description of tests and inspections

- a) Do inspections as per Scheduled Work Order and report all defects to the *Employer's* Supervisor
- b) As per Clause 40. For test and Inspections
- c) Inspections to be carried out on a Daily, Weekly and Monthly basis and the following is to be checked: Condition of Offices, Response vehicles, Fire vehicles and working areas and equipment are to be check that they are still intact, gauges to be checked that pressure is still within range.
- d) Inspection on fire extinguishers, sprinkler valves, fire doors to ensure that they are in a state for use in case of emergency.
- e) Execute PM's (Planned Maintenance) inspections as per schedule.
- f) Participate in all station events as and when required and provide necessary assistance required.

5.11.2 Materials facilities and samples for tests and inspections

- a) As per Clause 40.2. The *Contractor* and the *Employer* provide materials, facilities and samples for tests and inspections.

5.11.3 Warranty on Load tests

- a) None

6 List of drawings

6.1 Drawings issued by the *Employer*

a) Not applicable

Drawing number	Revision	Title
None		

7 Appendix A

7.1 Low Service Damages Table

X17 Low Service Table			
ITEM	DESCRIPTION OF TASK	REASON FOR DAMAGES	DAMAGES TO BE IMPLEMENTED
Equipment	Loss of equipment during operations	Negligence	Replace at <i>Contractor's</i> own cost
SHEQ compliance	Unsafe work or any safety incident	Non - Compliance	Early Warning, NCR will be issued.
Equipment	Damage of equipment during operations	Negligence	Replace/repair at <i>Contractor's</i> own cost

7.2 Annexure B – Risks Register

Risk Register

Description of the risk		Action to avoid or reduce the risk
Risk event	Cause & possible outcome	Action to be taken and who in terms of the contract is responsible for taking it
Poor Quality of service	Unqualified employees	<i>Employer</i> to approve certificates and professional registration Qualification prior to hiring

8 Annexure C: Key Performance Indicators

Key Performance indicator (Fire and Rescue services)

8.1 Key Performance Indicators

	KPA	Objective	Weight	Poor	Good	Excellent
				2	3	5
1	SHEQ compliance	To ensure <i>Contractor</i> complies to all SHEQ related matters	40%	Non-Compliance	Compliant	Exceeding Expectations
2	Housekeeping	To ensure <i>Contractor</i> area is clean and housekeeping is always maintained	20%	Non-Compliance	Compliant	Exceeding Expectations
3	Technical Compliance	To ensure that Components are refurbished within specifications	40%	4 NCR issued per year	2 NCR issued per year	0 NCR per year