



NEC3 Term Service Contract (TSC3)

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

And (Reg No.....)

**For Provision of Emergency Medical Services at Tutuka
Power Station for a Period of 60 months.**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

Provision of Emergency Medical Services at Tutuka Power Station for a Period of 60 Months.

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

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

Options A	The offered total of the <i>Prices</i> 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:

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*.

PROVISION OF EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

**for the
Employer**

*Eskom Holdings SOC Ltd, Megawatt Park,
Maxwell Drive, Sandton, Johannesburg.*

Name &
signature of
witness

Date

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

PROVISION OF EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

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

Note:1

No.	Subject	Details
1		
2		
3		
4		
5		
6		

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)*

*Eskom Holdings SOC Ltd, Megawatt Park,
Maxwell Drive, Sandton, Johannesburg.*

Name & signature of witness

.....

Date

.....

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X17: Low service damages</p> <p>X18: Limitation of liability</p> <p>X19: Task Order</p> <p>X20: Key performance indicators</p> <p>Z: Additional conditions of contract</p>
	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.	
10.1	The <i>Service Manager</i> is (name):	
	Address	
	Tel	
	e-mail	
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The <i>service</i> is	Provision of Emergency Medical Services at Tutuka Power Station for a Period of 60 Months.

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

PROVISION OF EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

11.2(14)	The following matters will be included in the Risk Register	Refer to Annexure C For Risk Register.
11.2(15)	The Service Information is in	Part 3: Scope of Work.
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	5 working days.
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One (1) week of the Contract start 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	25th of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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 <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the</p>

		foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	Compensation event will be dealt with as per the NEC3 TSC Compensation event clauses.
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	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.
80.1	These are additional <i>Employer's</i> risks	Refer to the risk register (Annexure C).
9	Termination	Termination will be dealt with as per NEC 3 TSC termination clauses.
10	1.1 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 <i>Prices</i> for the whole of the <i>service</i> at intervals no longer than	Four (4) weeks.
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.

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		<p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	End of the service period.
X19	<i>Task Order</i>	
X19.5	The <i>Contractor</i> submits a <i>Task Order</i> programme to the <i>Service Manager</i> within	1 week.
X20	Key Performance Indicators	Refer to annexure C for the table of KPI.
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	<p>Annexure D of this Contract</p> <p>No incentives will be paid out for Key performance indicators.</p>
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	The <i>Contractor's</i> performance shall be evaluated monthly to ensure transparency, accountability, and the continuous maintenance of satisfactory performance standards.
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.

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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 sub*Contractors* 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 in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

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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:

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

- 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.

PROVISION OF EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

- 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.

Annexure A

Insurance provided by the *Employer*

These notes are provided as guidance to tendering Contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. .

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from the *Contractor's* own resources on a 'self insured' basis or obtained from the *Contractor's* own insurers. In order to assess the extent of this cover, tendering *Contractors* and their brokers should consult the internet web link given below and scroll to '**Format A**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering *Contractors* should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering *Contractor* or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures available on request from Eskom Group Insurance.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from Eskom Group Insurances

C1.2 Contract Data

Part two - Data provided by the Contractor

Instructions to the contract compiler:

Whenever a cell is shaded in the left-hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering Contractor:

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

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

Clause	Statement	Data
10.1	The <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:	

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

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Job:

Responsibilities:

Qualifications:

Experience:

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	Price List
11.2(19)	The tendered total of the <i>Prices</i> is	

PART 2: PRICING DATA

TSC3 Option A

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

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 <ul style="list-style-type: none"> • 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 <i>Prices</i> 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;

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- 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*

Description	Unit of Measurement	Quantity	Amount
PRELIMINARIES & GENERAL			
Fixed Charge Preliminaries & General			
Site establishment (ie Lockers, Furniture, appliances, offices, showers, toilets, changeroom)	Sum	1	
Induction & Medicals	No	5	
Health & Safety file	Sum	1	
1 x laptop and printer (once off)	Sum	1	
Site de-establishment	Sum	1	
Time related Preliminaries & General			
Site Offices	Monthly	60	
Accommodation centralised for 9 ERT p/m	Monthly	60	
Administration, Public liability insurance, Statutory requirements p/m	Monthly	60	
Traveling (Staff Transportation Home-Work-Home): <u>(Fuel, Services, wear and tear p/km) @ 140 Km p/day</u>	km	255500	
Fully Stocked ILS Ambulance p/m	Monthly	60	
Communications, 2 x Cellular, 3G p/m	Monthly	60	
Call Out fee (per team of 2)	per/day	500	
Personal Protective Equipment			
Overalls (Station Uniform 2 Piece/Year x 9 people)	Yearly	90	
Safety Boots (2 per/year x9 people)	Yearly	90	
Ears Muffs	Yearly	25	
Hand gloves (Rubber)	Yearly	90	

Safety goggles	Yearly	25	
Dust Mask	Yearly	6000	
Rope Rescue Gloves	Yearly	90	
STAFFING			
Normal Monday to Saturday (excluding Public Holidays)			
Base Manager (T12) (x1)	Monthly	60.00	
BLS/ Emergency Medical Technician (T08) (x4)	Monthly	60.00	
ILS (Intermediate Life Support) Shift Supervisor (T10) (x4)	Monthly	60.00	
Public Holidays and Sundays @ 2.0			
Base Manager (T12)	Hourly	960.00	
BLS/ Emergency Medical Technician (T08)	Hourly	5000.00	
ILS (Intermediate Life Support) Shift Supervisor (T10)	Hourly	5000.00	

PART 3: SCOPE OF WORK

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	

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PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

1 Description of the service

1.1 Executive overview

Emergency Medical Services is required to respond to any Medical, MVA, Rescue and Trauma incidents at Eskom Tutuka Power Station Generation Division, Mpumalanga according to National Fire Brigade Service Act 99 of 1987, Occupational Health and Safety Act 85 of 1993, National Environmental Management Act 107 of 1998 and Disaster Management Act 57 of 2002 for a period of Five (5) years.

1.2 Employer's requirement for the service

The Supplier is required to place Emergency Medical Services capability with 9 full time employees at Tutuka Power Station, these employees must be available 24 hours daily for any emergencies that may occur at the Tutuka Power Station and applicable areas in Mpumalanga Province. The scope comprises the following but is not limited to:

- a) Emergency Medical Service (Intermediate Life Support and Basic Life Support.
- b) Basic Firefighting
- c) Back up support systems.
- d) Natural Disasters.

The Scope Include:

- Supply Emergency Medical Services
- Supply of a fully stocked ILS ambulance

The team is to comprise of nine (9) members officially appointed in the duties listed below.

Members must be qualified and maintain a valid certificate of competency for the following:

Base Manager

- At least one (1) team member appointed as Base Manager with the following training & experience:
- Grade 12 or equivalent
- Rescues courses
- HPCSA Registered ILS (Intermediate Life Support)
- At least five (5) years' experience as an Intermediate Life Support Provider
- Code C1 Drivers Licence & PrDP
- Computer literate (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

Intermediate Life Support (ILS)

At least 4 team members appointed as Shift Supervisors with the following training and experience:

- Grade 12 or equivalent
- HPCSA Registered ILS (Intermediate Life Support)
- Code C1 Drivers Licence & PrDP

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

- Computer literate
- Report writing skills.

Basic Life Support

At four (4) members appointed as basic life support care with at least the following training and experience:

- Grade 12 or equivalent
- HPCSA Registered BAA (Basic Life Support)
- Code C1 Drivers Licence & PrDP.

Description of the service.

Rendering of emergency services 24/7 for 60 months and the team will be responsible for the provision of the following service.

- Ambulance onsite and as per the service level agreements between Eskom and other external stakeholders.
- Ambulance service.
- Compile incident reports and assist with medical incident investigations.
- Co-ordinate and control the maintenance of medical equipment.
- Ensure availability and reliability of medical equipment.
- Report to onsite highest person from Fire Risk Management.

Contractors Responsibility:

- Supplier must be registered as Emergency Medical Service with the Department of Health Mpumalanga Province.
- Ambulance service must be registered with Board of Healthcare Founders.
- Ambulance must have licence disc for roadworthy under Natis Office as an Ambulance.
- Ambulance must have Operational licence issued by the Department of Health.
- Ambulance must have a conversion compliance certificate.
- Ambulance must be equipped at Intermediate Life Support Level including drugs.
- Supplier must appoint a minimum of 4 x qualified Intermediate Life Support personnel and 4 x Basic Ambulance Assistants and all be registered with the Health Professions Council of South Africa with a valid practice card/ certificate.
- Supplier shall provide medical waste disposal plan and have a proper facility for medical waste.
- Supplier to ensure that all medical equipment is calibrated on annual basis by the accredited service provider and compliance certificate shall be kept in a file.
- Supplier shall ensure that all Ambulance equipment is kept in a good working condition or be replaced immediately once defects are noted.
- Assist in medical incidents investigations.
- Perform administrative function related to the position.
- Be responsible for personal safety and promote a culture of safety.
- Be in possession of necessary Personal Protective Clothing, and always make use thereof.
- Perform standby duties i.e., aircraft landing,
- Perform onsite & public awareness, drills i.e., Easter and Christmas road safety campaigns.
- The supplier must be compliant to Eskom policies, procedures and other statutory requirements including lifesaving rules.
- Supplier shall provide 24-hour emergency care on all injuries and medical emergencies occurring in the station with full staff complement.

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

- Checking monthly all first aid boxes, Eskom fleet first aid kits and refilling if necessary and complete the register. (Supplier shall be responsible to replace all the contents of the Power Station’s first aid boxes when used or expired).
- All ambulance members should be in possession of a minimum code 10 driver’s license and PrDP.
- Transport all critical patients to the nearest hospital and further transportation when patients are to be further transferred to other hospitals.
- Arrange special transportation to other hospitals if the need arise e.g., helicopter (airlifting the patients)
- Participate in all Emergency Preparedness exercises (Function as part of the Proto team).
- Co-operate with the external and internal auditors.
- Conduct and participate in regular first aid drills with his/her team in accordance with the risk exposures identified.
- Ensure that regular first aid practice sessions are conducted, in order to encourage efficiency and currency of first aid skills.
- The EMS personnel to attend to accidents taking place on the national roads in compliance with the *Employer’s* explicitly specified radius

Team Composition.

Item	Required Skill	QTY	Area of Responsibility
1	Base Manager	1	Responsible for day to day running of operations in the station
2	Intermediate Life Support Crew	4	Responsible for the effective running of the shift on duty
3	Basic Life Support Crew	4	Responsible for responding to emergencies and conducting relevant inspections.

Emergency Rescue

All the contract employees must have knowledge on:

- Trench Rescue (Medical Care in the Rescue Setting, Patient Assessment in Rescue Medical Care, Common Medical conditions and injuries identify, Patient packaging and litter evacuation)
- Confined Space Rescue (Medical considerations, Retrieval, and team deployment)
- High Angle Rescue (Access and stabilization, Stretcher rigging, Patient Packaging)
- Conducting standby on risky activities on site

Operation

- All the contract personnel per shift must be trained to a level as per the criteria given above.
- The *Contractor* will supply the entire necessary PPE for the personnel e.g. (uniforms; safety gear; SABS, NFPA and UN certified).

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.

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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, Ambulances and working areas and equipment are to be checked that they are still intact, gauges to be checked that pressure is still within range where necessary and that expiring dates are not exceeded on medical equipment.
- Execute PM's (Planned Maintenance) inspections as per schedule.
- All above work shall only be done by a supplier who is an accredited service and maintain Fire Emergency medical Life Support on Tutuka Power Station.
- Participate in all station events as and when required and provide necessary assistance required.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ILS	Intermediate Life Support
BLS	Basic Life Support
EMC	Emergency Management Controller
EMS	Emergency Medical Services
EPP	Emergency Preparedness Plan
EOC	Emergency Operations Centre
BBBEE	Broad Based Black Economic Empowerment
CC	Cost Centre
CIDB	Construction Industry Development Board
CoC	Certificate of Compliance
CPA	Cost Price Adjustment
ISO	International Standards Organisation
LH	Left Hand
LV	Low voltage
ML	Meter Level
N/A	Not Applicable
NCR	Non-Conformance Report
OHS Act	Occupational Health and Safety Act
ORHVS	High Voltage Regulations
PPE	Personal Protective Equipment
PPFA	Preferential Procurement Policy Framework Act
PPPFA	Preferential Procurement Policy Framework Act
PSR	Plant Safety Regulations

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QC	Quality Control
Quality Control Plan	Quality Control Plan
QMS	Quality Management Systems
QIP	Quality Inspection Plan
RH	Right Hand
SANS	South African National Standards
SAP	System Application Products
SDL&I	Supplier Development Localization and Industrialization
SHEQ	Safety Health Environment and Quality
SOW	Scope Of Work
N/A	Not Applicable
NCR	Non-Conformance Report
OHS Act	Occupational Health and Safety Act

2 Management strategy and start up.

2.1 The Contractor's plan for the service

- Before the *Contractor* can start with the work, they must submit their working plan to the *Service Manager*.
- The *Contractor* ensures that the working plan takes into consideration the following:
 - a) The All works on site must/ shall be discussed before carried out between the *Contractor* and *Employer*
 - b) No work shall commence until the scope of work has been finalised and accepted by both the *Service Manager* and *Contractor*
 - c) The *Contractor* is expected to provide the total infrastructure to completely fulfil the requirements of this Contract. This shall include adequate management and supervision at all levels.
 - d) The *Contractor* is required to submit a staff structure indicating management and supervisory levels. Eskom's contract manager must approve any change to such structure.
- The *Contractor* is expected to provide the total infrastructure to completely fulfil the requirements of this Contract. This shall include adequate management and supervision at all levels. The *Contractor* is required to submit a staff structure indicating management and supervisory levels. Eskom's contract manager must approve any change to such structure. Program to be supplied on request on a signed hard copy as well as a soft copy, as per the Scope of Work. To be discussed before each task can be carried out between the *Contractor* and *Employer*
- The *Contractor* is expected to provide the total infrastructure to competently fulfil the requirements of this contract. This shall include adequate management and supervision at all levels.
- The *Contractor* shall submit a staff structure indicating management and supervisory levels. Any changes to the staff structure shall be subject to approval by the *Service Manager*, after which the *Contractor* shall submit an updated staff structure to the Contract Manager.
- The *Contractor* shall submit his plan for executing the service with this tender, and such a plan shall include the following:
 - a) Training (in line and in fulfilment of the requirements of this scope of work)

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

- b) Safety
- c) Quality

- The *Contractor* provides transport and accommodation for their people.
- The *Contractor* provides Chemical Resistant/ Retardant PPE for personnel, office consumables, etc.
- The *Contractor* provides office space for their people as per the site establishment quotation.

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 or on MS Teams	<i>Employer and Contractor</i>
Progress Meetings	To be decided by the <i>Service Manager</i>	Tutuka Power Station or on MS Teams	<i>Employer and Contractor</i>
Assessment, Risk Register and compensation events	TBC	Tutuka Power Station or on MS Teams	<i>Employer and Contractor</i>
Toolbox talk and Task based Risk Assessment discussions	Daily	Tutuka Power Station or on MS Teams	<i>Employer and Contractor</i>
Overall contract progress and feedback	Monthly, last Thursday of every month 8am	Tutuka Power Station or on MS Teams	<i>Employer and 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.

Attendance of meetings as required by the *Service Manager* shall be compulsory, including but not limited to the following:

- 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

The *Contractor* shall submit an organogram, including the minimum qualification levels, to the *Service Manager* for all its employees involved in the execution of the Scope. The organogram shall clearly indicate the project structure, including the manpower required for the duration of the service period.

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

The team shall comprise the following nine (9) members, who are suitably qualified and shall maintain valid certificates of competency for the duration of the Contract.

1 x Base Manager

4 x Intermediate Life Support (ILS)

4 x Basic Life Support

N.B: Minimum qualification and experiential requirements are detailed in section 4.1.1.1 of the Contract Data.

2.4 Provision of bonds and guarantees

- Not applicable to this contract

2.5 Documentation control

Each instruction, certificates, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.

- Writing is in the language of this contract.
- Monthly and weekly reports to be discussed compiled and handed in to the *Employer's* Supervisor and *Service Manager* (to be announced by the *Employer*).
- Assessment supporting documents to be handed into the *Employer/ Service Manager*.
- All communications must be printed and filed in the *Service Managers* file.

Planning: The *Contractor* shall submit a program, compiled in Primavera or similar program as detailed in section 2.1 (The *Contractor's* plan for the service) of the Contract Data.

Completion: Completion certificate must be submitted on completion of each *Task Order*

The *Contractor* is responsible to have the following documentation available on site in accordance with LBA 00030:

- A copy of the OHS Act.
- Copies of all site accident report forms as required by the OHS Act.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer.

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of NEC TSC core clause 51, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to Tutuka Power Station (Eskom Holdings) and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Purchase Order number;
- Invoices can only be sent in by e-mail once the GR number is released by the *Employer's* representative

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

- CPA calculation sheet and the Invoice for CPA (with the GL Account Number and a cost center number on the Invoice) to be sent directly to financial department as per the *Employer* invoicing procedure/instruction. Invoices and a copy of the assessment with a Service Entry to be sent to financial department as per the *Employer's* invoicing procedure / instruction.

2.7 Contract change management

- Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (**Eskom Procurement and Supply Management Procedure**)
- In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Both parties shall, in the spirit of mutual trust and cooperation, manage all aspects of the Contract that may be affected by changes, instructions, or events issued by the *Employer*. This includes, but is not limited to, the following:
 - Changing Service Information
 - Access
 - Provision by the *Employer*
 - Stopping work
 - Work of the *Employer* or others
 - Reply to communication
 - Changing a decision.
 - Withholding acceptance.
 - Delayed tests or inspections.
 - Change of Affected property.
 - Materials, facilities, etc. for tests.
 - *Employer's* risks
 - Assumption about Compensation Events.
 - *Employer's* breach of contract.

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

- The *Contractor* shall keep a proper record of all Defined Costs that it incurs in providing the Services. These records include all relevant documentation and evidence, such as invoices, receipts, time sheets, and other supporting information that substantiate the costs claimed.
- The *Contractor* shall retain these records for the period specified in the Contract or as required by law and shall make them available for inspection by the *Service Manager* if requested. The records shall be maintained in a manner that enables the *Service Manager* to verify the costs.
- If the *Contractor* fails to keep proper records, or if the records do not support the costs claimed, the *Service Manager* may disallow those costs or take other appropriate action in accordance with the Contract.

2.9 Insurance provided by the *Employer*

- Refer to Contract Data NEC TSC3 section 86

2.10 Training workshops and technology transfer

- The *Contractor* shall be responsible for organizing and ensuring the participation of its personnel in all relevant training activities. The *Contractor* shall also assist, where required, in providing training to the *Employer's* staff to ensure a high standard of emergency medical response.

2.11 Design and supply of Equipment

- The *Contractor* shall provide all equipment as specified in the Service Information, ensuring that it meets the required standards and is suitable for the intended use.

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

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

2.12.1 Equipment

- Not applicable

2.12.2 Information and other things

- All Reports / Documents to be compiled, filed, discussed and handed over to the *Employer* on a daily basis and at the end of the service.

2.13 Management of work done by *Task Order*

- A *Task Order*, Purchase Order, or formal letter constitutes the instruction to commence work.
- All work shall be issued through the *Task Order* system. The Work Order, Purchase Requisition, and Purchase Order shall be created via the SAP PM system.
- No work shall commence until a *Task Order* has been issued, accepted, and signed by both the *Employer* and the *Contractor*.
- Upon completion of the work under a *Task Order*, a Completion Certificate shall be issued, and an Assessment Certificate shall be completed.

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 SHE Specification 14RISK SRM – 084 to this Service Information.

- All the *Employer's* health and safety procedures and regulations to be adhered to by the *Contractor*
- A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract. The requirements for the SHEQ file will be issued by the *Employer's* safety Department

The *Contractor* shall comply with the Occupational Health and Safety Requirements Act 85 of 1993 as well as per the *Employer's* procedure as stipulated below:

- SHEQ Policy
- The *Employer's* Procurement and Supply Chain Management Procedure
- SHE Requirements for the *Employer's* Commercial Process
- *Contractor* Health and Safety Requirements
- Integrated SHE Organization, Roles and Responsibilities and Statutory Appointments
- Live-saving Rules
- Working at Heights
- The *Employer's* Vehicle Safety Specifications
- Tutuka *Contractor* SHEQ Specifications RISK SRM – Site Regulations and Procedures

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 *Contractor's* Health and safety file is to be submitted for approval to the *Employer's* Safety Officer before contract commencement.

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.

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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

All the *Employers* health and safety procedures and regulations to be adhered to by the *Contractor*. A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract

- All the *Employers* health and safety procedures and regulations to be adhered to by the *Contractor*
- A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract. The requirements for the SHEQ file will be issued by the *Employer's* safety Department.

3.1.1 SHEQ Policy

3.1.1.1 Eskom SHEQ Policy

The *Employer* 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*.

3.1.1.2 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.

3.1.2 SHE Plans requirements

- Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plan, 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 the 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 *Employer's* health and safety requirements to be adhered to
- *Contractors* Health and Safety file to be handed in for approval, and kept up to date by the *Contractor*

3.1.3 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*.

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

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 *Employer's* procedure as stipulated below:

- SHEQ Policy 32-727
- Eskom Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the Eskom Commercial Process 32-726
- *Contractor* Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- *Contractor's* personnel will be required to work in confined spaces.
- Eskom Vehicle Safety Specifications 32-345
- 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 *Employer's* 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 *Employer* 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 *Employer's* Safety Officer before contract commencement.

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

3.1.4 Site Regulations and Procedure

The latest revision Tutuka Power Station Site Regulations form part of this contract. Copies of these procedures are available on request. (Any additional site regulations implemented will be applicable)

Safety risk management

- a) "Standard for health and safety at Tutuka Power Station - requirements to be met by *Contractors*".
- b) All personnel shall comply with specified PPE requirements.

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- c) The *Employer* may have stated reasons to instruct the *Contractor* to remove any person from the Contract /Site. This can be done by a formal instruction, early warning, email etc.
- d) The *Contractor* arranges and ensures that after one day of receiving the instruction to remove any person, the person has no further responsibilities with the work included in this contract.
- e) Failure to comply with the instruction to remove any key person from site shall be a breach in contract and shall result in termination of the contract.
- f) The *Contractor* ensures that all staff being brought to Tutuka Power Station has a valid medical screening and fitness certificate based on the industrial cleaning
- g) The *Contractor* must ensure that his personnel are in possession of a valid National driver's licence and Eskom Tutuka's access permit.
- h) The *Contractor* provides his own transport and accommodation for personnel
- i) The *Contractor* shall adhere to all provisions within the National Water Act No 36 of 1998 and the National Environmental Waste Act No 59 of 2008.
- j) All the *Works* will be subject to anytime inspection from by the *Employer* at any point in time.
- k) Damage to the Eskom facilities/properties, which can be clearly attributed to negligence on the *Contractor*, shall be for the *Contractor* account.
- l) The *Contractor* shall ensure that each shift has a full staff complement at all times, shift arrangement and overtime shall be discussed with the *Employer* for alignment as per the scope of work
- m) The *Contractor* shall inform the *Employer* in advance of all approved leave (annual leave, sick leave, etc.) of his personnel and the arrangements for cover for the duration of the approved leave of said personnel.
- n) The ablution facilities will be provided by the *Employer*

3.1.5 Vehicle and driver safety

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

3.1.6 Speed Limit

All vehicles shall be driven with due care for personnel and property. Speed limits on the premises shall be strictly observed at all times.

3.1.7 Transportation of passengers: Open LDV's:

With effect from 31 May 2006 no *Employer* employee or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of the *Employer* and *Contractor* employees – therefore the following will be enforced:

3.1.8 The *Employer's* Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all the *Employer's* employees, agents, Consultants and *Contractors*.

- Rule 1: Open, Isolate, Test, Earth, Bond, And / Or Insulate before touch - that is any plant operating above 1 000 V.
- Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

The *Employer* takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the *Employer's* Business and / or on the *Employer's* premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating your obligation to perform work in terms of your contract with the *Employer*.

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

All occupants must wear their safety belts properly, and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol).
- Rule 5: Use a permit to work – where an authorization limitations exists, no person shall work without the required permit to work.

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 *Employer's* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its work-places 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 the *Employer* 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 the *Employer's* Safety Officer before contract commencement.

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

Contractor is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10. *Contractor* will not be allowed on site if his letter of good standing is not valid

3.1.9 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 for site

3.1.10 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.

3.1.11 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.

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

3.1.12 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.

3.1.13 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.

3.1.14 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.

3.1.15 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 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 workplace and its employees.
- refuse any employee, *SubContractor* 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* become 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

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*

3.1.16 Safety Regulations of the *Employer*

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

3.2 Environmental constraints and management

The *Contractor* shall comply with all environmental laws, regulations, and standards applicable to the Contract. The *Contractor* shall take all necessary measures to prevent environmental damage, minimise environmental impact, and ensure that all activities are conducted in an environmentally responsible manner. Non-compliance with environmental requirements may result in corrective actions or penalties as specified in the Contract.

3.2.1 Environmental 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.

Proper care of the natural environment is important to prevent nuisance and environmental degradation. All *Contractors* shall comply with Eskom environmental management procedures and Environmental legislation

Environmental incidents shall be reported to the Eskom Environmental Department as per incident management requirements.

The following Environmental procedures must be adhered to;

- 14RISK ENV-0557 Oil spill clean-up and Rehabilitation
- 14RISK ENV-013 Waste Management

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

3.2.2 Disposal of Waste

Waste shall be removed promptly to the designated deposit areas. No stockpiling will be permitted. Scrap bins will be provided at set points.

There are separate bins for scrap metal and general debris. Cement, bricks and ash needs to be removed separately by the *Contractor*. Bins need to be used safely. Scrap lagging (in proper bags) must be removed to the approved dumpsite.

3.2.3 Waste Management

Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.

The *Employer's* periodically collects waste from the bins for disposal in the correct manner. No waste should be burned or buried on site.

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Where the *Employer* 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 on file.

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

3.2.4 Hazardous Waste

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*.

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

Hazardous / toxic waste includes all waste which contains elements or compounds listed as hazardous substances in terms of the Hazardous Substances Act No. 15 of 1973.

Any *Contractor* who produces hazardous waste on site will be responsible for the safe removal of such waste to a registered Class I site by a waste removal and disposal body.

The *Contractor* must ensure that persons handling hazardous waste have undergone suitable training and are acquainted with cleaning methods in case of a spillage.

The *Contractor* is also responsible for the safe removal of their hazardous waste to Tutuka's Hazardous Waste Site.

In order to ensure effective hazardous waste management, a copy of the *Contractor's* hazardous waste inventory must be supplied to the *Project Manager* at least 2 days prior to the occupation date.

3.2.5 Radiation Protection

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

3.2.6 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.

3.2.7 Waste Conservation

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

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

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.

3.2.8 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.

3.2.9 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

The *Contractor* might be subject to audits or reviews by the client to ensure compliance and conformance to the processes established. Supervisor from service provide to ensure all areas identified for cleaning is done accordingly and client to verify that

Any deviations will be corrected to the *Employer* or client 's satisfaction. The *Service Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Service Manager*, does not meet the requirements. The *Contractor* will work according to the *Employer's* or client standards, specifications, guidelines and procedures and policies

The *Contractor* shall be required to read and fully understand the context of the Supplier Contract Quality Requirement Specification-QM 58 and all other relevant documented information

Service Provider to submit Cat 4 requirements

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- All staff required to perform the activities within the works information.
- All *Contractor's* personnel specified in this contract as per 2.3 to be on site at all times, unless on leave for max 1 working days, otherwise replacement of same skill is required
- 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
- Contract Staff are not allowed to work on any other contract.
- 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., Supervisor for a Supervisor with proof of qualifications certified).
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- 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-arranged with *Service Manager*.
- All qualifications of personnel to be verified by body of authority such as IME for validity on contract award or before the start of the contract.
- All non-skilled labour must be sourced local to site

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

4.1.1.1 Minimum Qualification and experience

Members must be qualified and maintain a valid certificate of competency for the following:

Base Manager

- At least one (1) team member appointed as Base Manager with the following training & experience:
- Grade 12 or equivalent
- Rescues courses
- HPCSA Registered ILS (Intermediate Life Support)
- At least five (5) years' experience as an Intermediate Life Support Provider
- Code C1 Drivers Licence & PrDP
- Computer literate (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

Intermediate Life Support (ILS)

- Grade 12 or equivalent
- HPCSA Registered ILS (Intermediate Life Support)
- Code C1 Drivers Licence & PrDP
- Computer literate
- Report writing skills.

Basic Life Support

- Grade 12 or equivalent
- HPCSA Registered BAA (Basic Life Support)
- Code C1 Drivers Licence & PrDP.

4.1.2 BBBEE and preferencing scheme

As per clause Z3 of the Contract Data.

Contractor must comply regarding any Broad Based Black Economic Empowerment (B-BBEE) or applicable referencing scheme measures.

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director**, **owner** or **member** must be indicated to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements** or **management account**. **(Mark the applicable option).**
- Financial year-end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year-end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The affidavit must be signed in the presence of the Commissioner of Oath. Furthermore, the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission an affidavit in which they have an interest.

The *Contractor* is expected to maintain or improve its' B-BBEE rating for the duration of the contract. Should the rating be change negatively, the *Contractor* would be expected to rectify that within 2-months of being made aware of negative change.

The *Contractor* is expected to submit a valid B-BBEE Verification Certificate from a SANAS accredited Verification Agency each year. Failure to submit such a Certificate may be regarded as the breach of the contract by the *Employer*.

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

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

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

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

4.1.4 Skills Development (not a weighted criteria)

Eskom intends to improve Skills Development by ensuring that technical support is directed towards enhancing supply capacity and capability within the industry or sector of operation. By doing this the capacity and competitiveness of the local supply base will be increased, and the goals of shared growth, employment creation, poverty reduction and skills development will be achieved.

Tenderers are encouraged to propose Skills Development initiatives in terms of the Skills required for this project as indicated below:

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated SD&L criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his SD&L obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.2 Subcontracting

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

4.2.1 Preferred subContractors

- None

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- Not applicable

4.2.3 Limitation on subcontracting

- None

4.2.4 Attendance on subContractors

- None

4.3 Plant and Materials

4.3.1 Specifications

- As stated in the Contract Data

4.3.2 Correction of defects

- Not applicable

4.3.3 Contractor's procurement of Plant and Materials

- The *Contractor* procures all equipment's and consumables required for the Works.
- Ensures that all the equipment's are inspected. The *Contractor* notifies the Project Manager to arrange for the *Employer's* representatives to inspect the equipment's at the *Contractor's* premises, before it is transported to the site or at the site of the *Employer's* premises.
- The *Contractor* submits calibration certificates of all test equipment used for testing of any of the equipment to the Project Manager.

4.3.4 Tests and inspections before delivery

- Not applicable

4.3.5 Plant & Materials provided "free issue" by the Employer

- None

4.3.6 Cataloguing requirements by the Contractor

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- Not applicable

5 Working on the Affected Property

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

All the *Contractor's* employees are required to attend a safety induction course before they will be allowed to work on the Site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction. The *Contractor* has to compile his/her safety file for approval from the *Employer's* safety officer. The safety officer must first approve this file, before the *Contractor* can attend the safety induction course.

A list of employees requiring safety induction must be submitted at least 2 days in advance of arrival on site with the date and time of arrival so that safety induction can be arranged.

Site access control to Tutuka Power Station will be arranged with Service Manager after successfully completing the safety induction course.

Alcohol testing will be conducted at any time on all employees entering the Power Station premises. No staff that tested positive for alcohol abuse will be allowed on site.

No firearms, weapons, alcohol, illegal substances and cameras (including cell phones with cameras) are permitted on Site.

Areas outside the Site are out of bounds to the *Contractor's* staff.

The following topics are extracted from the official security procedure which is obtainable from the buying office.

Responsibilities

Prior to requiring access to the Site or any of the working areas the *Contractor* submits applications for all permits to: -

Eskom – Tutuka Power Station
Attention: Protective Services Manager
Private Bag X2016
STANDERTON
2430
Facsimile (017) 749-9104

Permit applications are completed by the *Contractor* and submitted in the format attached to the Site Information. On completion of the works the *Contractor* returns all permits to Protective Services.

On entering Tutuka Power Station the *Contractor* declares any prohibited articles, Equipment, Plant and Materials in his possession.

Searching

The *Contractor's* employees and Equipment are subject to being searched on entering or leaving the security area of the Power Station. Searching is done on a "spot check" basis. The *Contractor* ensures that a detailed Equipment and tool list for each person is available on arriving at Site. Failure to comply may result in delays when leaving Site or wanting to remove Equipment and tools.

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

Photo Permits

Employees of the *Contractor* are in possession of their photo permits at all times while doing work in the security area of the Power Station.

The *Employer* replaces lost permits or intentionally damaged permits at a cost of R50,00 per permit and is paid by the *Contractor*.

Day Visitor Permits

Day visitors are identified by means of an identification document, passport or by an employee of the *Employer*. They complete the visitors' register after which they may enter the Power Station.

Temporary Permits

Are issued to *Contractor* employees who require access to the Power Station for a period of 14 days or longer.

Vehicle Permits

Are issued to the *Contractor* for vehicles requiring access to the Power Station security area for work being done:

The *Contractor* arranges for vehicle permits as and when required with Tutuka Protective Services. The *Contractor* informs Tutuka Protective Services two weeks prior to required date of entry to ensure permits are available. The use of private vehicles is discouraged and will only be allowed if pre-arranged with protective services and approved by Project Manager.

Permits are issued for the duration of the contract or for one year, whichever is the shorter and are displayed clearly on the vehicle windscreen. Vehicle permits are handed to the Principal Inspector on departure. The *Contractor* adheres to the speed limit as indicated by road signs.

- Lifesaving rules must be adhered at all times.
- Access is limited and controlled by Plant Safety Regulations requirements.
- No employee will be allowed to access the plant or to work without access permit issued.
- All personnel to work on the plant must be registered on the Worker's Register by the Responsible Person.
- All personnel must attend induction before working on site and they must obtain gate permits via the *Service Manager*.
- Unauthorised access to site is prohibited.
- The personnel are expected to be at their working site area at all times.
- No recruitment on site or at the main access gates.
- All activities to comply with the OHSACT regulations.
- All activities on plant must be preceded by a plant risk assessment – Risk assessment as per the *Employer's* standard, to be current at all times (Live Document)
- Each person to have an Identification card at all times

Application for Site Establishment:

- The *Contractor* is entitled to apply for a site on the relevant form as detailed in LBA 00030. This application must be submitted with the tender documents.
- Sites are allocated according to availability, the period for which the *Contractor* is going to be on site, or if special circumstances warrant the allocation of a site. Documentation to support this application can be submitted.

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- The location of the site or area is indicated during the site or area take-over inspection.

Site Establishment:

- The *Contractor* does not occupy any site or area other than that allocated to him.
- The *Contractor* does not occupy the site or area prior to the take-over inspection.
- The *Contractor* maintains the site or area provided to him to the satisfaction of the *Employer*.
- The *Employer* subjects the *Contractor's* site or area to periodic inspection.

Site Evacuation:

- The *Contractor* advises the *Employer* in writing, five (5) days in advance of evacuation in accordance. Immediately prior to evacuation the necessary take-over inspection must take place.

Restrictions to access on site, roads, walkways, and barricades

- All vehicles must comply with the Road Traffic act.
- Vehicle inspections will be conducted on a daily basis and check sheets must be kept at the *Contractor's* offices

5.2 People restrictions, hours of work, conduct and records

The *Contractor* is required to adhere to the *Employer's* hours of work. Normal working hours is *Employer's* working hours. Mondays to Thursdays 07:00 – 16:00, Fridays 07:00 – 12:00. The *Employer* operates on a 5-shift cycle (8-hour shifts), but 12 hours shift can be implemented as per the defined scope and must be agreed upon with the *Service Manager*.

- Overtime on a as and when required basis, but must be approved by the *Service Manager*
- Daily time sheet must be kept up to date of normal time and overtime worked at all times. The *Employer's* *Contractors* time sheets to be used.
- Call outs might be required on an as and when required basis depending on the plant Status (Breakdowns).
- The *Contractor* must be available for any plant break downs during after hours, weekends and public holidays.
- The *Contractor* must be on site within 1 hour after been called out.
- All overtime worked must comply with *Employer's* overtime policy.
- All planned overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in and approved by the *Service Manager*

5.3 Health and safety facilities on the Affected Property

The *Contractor* adheres to all local procedures. A list of local procedures is available on request from the *Employer*.

Incidents/accidents

- Incidents and accidents must be reported and investigated as detailed in Safety, Health and Environmental Requirements for *Contractors* (document 32-136). All incidents must also be reported to the *Employer* within 24 hours.
- First aid must be available by the *Contractor* or use can be made of the Tutuka medical centre at a fee. The availability of the *Contractor's* own first aid does not relieve the *Contractor* of his obligation to report and investigate the incident in accordance with Tutuka procedures.

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Safety and Fire Hazards

The installation in its entirety is to comply with regard to electrical safety and supply interference suppression requirements, with SABS and/or and local authorities' by-laws.

All safety devices are to be tested by the *Contractor* under the simulated or actual fault conditions for which the safety devices are installed to prevent damage to system equipment and/or building. The *Contractor* confirms proper functioning of these safety devices in the form of signed inspection reports.

Satisfactory test results from the National Building Research Institute or test reports from an approved testing laboratory are required, to certify the fire hazard ratings for proposed materials for insulation, covering and vapour sealing.

Fire prevention and protection requirements to which *Contractors* must comply are detailed in Safety, Health and Environmental Requirements for (*document 32-136*).

In Case of Fire: Contact the Control Room immediately at Extension 5744, 5725, 5831, or 5581.

The following arrangements and resources are in place to ensure an effective response:

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

Inspection of equipment

- The *Contractor's* equipment is inspected by an authorised employee of the *Employer* on arrival at the Site.
- The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.
- A list of all lifting equipment and electrical equipment is submitted to the *Employer* at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment.
- Training of operators must comply with the Works Information and statutory requirements.
- Every piece of workshop equipment and tools, the *Contractor* brings on site must be declared and logged at Protective services, the *Employer* will not issue gate release permits to take *Contractor's* workshop equipment/tools off site.

Documentation

The *Contractor* is responsible for having the following documentation available on site in accordance with Safety, Health and Environmental Requirements for *Contractors* (*document 32-136*).

- (1) Copies of all site accident report forms as required by the OHS Act.
- (2) Copies of minutes of health and safety meetings held on site.
- (3) Copies of inspection reports produced by the Accident Prevention Officer.

First aid centre

The *Contractor* provides a first aid service to his employees and *SubContractors*. 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.

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IBI Awareness Techniques:

- “To prevent incidents and ensure continuous improvement of Tutuka Power Station business performance in all areas affecting safety, reliability and production, it is expected of all *CONTRACTORS* service personnel, to attend a three(3) hour training session on Integrated Business Improvement Awareness, which has to be done as soon as work has commenced; This is to ensure familiarisation and use of error-prevention tools/techniques inclusive of, Pre and Post-job briefs, Risk Assessments, Self-checks (STAR principle), Job observations, Effective communications e.g.3- way, Questioning attitude, Procedural adherence, Hand overs and other related topics.
- A monthly IBI scorecard to be completed indicating the use of error prevention tools/ techniques; the assigned employee fulfilling the role of IBI representative has to attend the IBI representative's forum fortnightly, on Tuesdays, duration one hour.
- An IBI representative appointed by the *Contractor/Supplier/Consultant* to attend the IBI Representative Forum One (1) hour every Tuesday (forth nightly).
- IBI Awareness training will be provided by Tutuka Power Station personnel, free of charge, course bookings can be arranged by contacting David Rapatsa on extension 5900”.

5.4 Environmental controls, fauna & flora

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

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

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.

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 Environmental Department of the *Employer* within 24 hours.
- Report / fix leaking taps and pipes to save water.

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

- 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 monthly progress report will be submitted during the scope execution by the *Contractor* to the *Service Manager* each month as agreed upon by the *Employer* and the *Contractor*.

Daily feedback to be submitted during to the *Service Manager* as per the requirements stipulated in the Contract.

Completion

Completion certificate must be submitted on completion of each *Task Order*.

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

- *Contractor's* equipment (cell phones with cameras, computers, cameras, tools, etc.) must be declared and signed in at security.
- All test equipment must be calibrated and tested regularly, and certificates must be handed in to the *Service Manager* for record keeping.
- *Contractor* to hand in a list of all tools to be used on site and to report and indicate whenever new tools are added to the list to the *Service Manager*
- 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.

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- The *Contractor* provides all equipment that is required to complete the Works.
- The *Contractor's* equipment does not impair the operation or access to the plant.
- The *Contractor* provides all, or any temporary or expendable materials required for the storage of material.

Any Equipment, or appliances, used by the *Contractor* conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Project Manager* has the right to stop the *Contractor's* use of any Equipment, which, in the opinion of *Project Manager* does not conform to the foregoing.

5.6.1 Electrical & Instrumentation equipment and appliances

Any electrical/instrumentation 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 electrical/instrumentation 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

- Mobile overhead cranes, forklifts, air winches and other winches to be provided and operated by the *Employer*.
- All rigging equipment over five tons to be provided by the *Employer* and to be used under Supervision.
- All other equipment required not specified in this contract must be used under Supervision.

5.8 Site services and facilities

5.8.1 Services Provided by the Employer

The *Employer* may allow the *Contractor*, for the execution of the works, the reasonable use of its workshop, cranes, tools and equipment, provided that the *Employer's* own work and business are not interfered with in any manner by such use. The *Contractor* shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted and shall be liable for any damages by the *Employer* as a result of any act of negligence by the *Contractor*, his employees or sub-*Contractor* while using such workshop, cranes, tools and equipment.

The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and/or lost whilst in the *Contractor's* custody and control.

Water

The *Employer* supplies potable 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.

The *Contractor* is responsible for pulling a potable water supply within the plant for drinking purposes and supply to safety showers or eyewash stations.

The *Employer* does not guarantee continuity of supply and in such cases; the *Contractor* shall make his own provision for standby supplies to maintain continuity. The variation of pressure in the water supply or breakdown in the supply shall not be considered to be valid for an extension of time or compensation

Roads

PROVISION EMERGENCY MEDICAL SERVICES AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

All traffic is limited to using existing roads. The *Employer* shall recover any costs from the *Contractor* that is incurred from damage caused to underground services, structures, etc., as a result of the *Contractor* not using the prescribed routes.

Accommodation of the *Contractor's* employees

The *Contractor* makes his own arrangements for accommodation and meals.

Telecommunications

The *Contractor* provides his own communication system and the cost thereof.
All private telephone calls / Internet usage will on the account of *Contractor*.

Should the *Contractor* wish to use radio communication equipment on site, he will make his own arrangements with the relevant authorities. In this case though, he is required to liaise with the Head of Security at the Station to ensure that there is no interference with existing channels or equipment

Facilities availability

Employer will provide facilities such as toilet and portable water.

For the purpose of expediting the works, the *Employer* may make facilities and services available to the *Contractor* as provided at no cost to the *Contractor*. The *Contractor* will not receive any reimbursement or make any change to the beneficial use of the facilities or services.

Mess facilities

The *Contractor* will be permitted to utilise the messing facilities on site after approval from the ECAS site manager who is available on telephone number (017) 749 5458. The utilisation of the said catering facilities shall be at all times for the *Contractor's* cost. At the discretion of the *Employer*, this service may be withdrawn at any time.

The utilisation of the said catering facilities shall be in strict accordance with the rules and regulations applicable to the service and all personnel shall adhere to the said rules and regulations applicable. The *Contractor* will be required to obtain meal tickets in advance, at his own cost, failing which access to the catering facilities will be denied.

Costs change from time to time and the latest *Prices* can be obtained from ECAS at Tel (017) 749 5758.

Personal Protective Equipment

The *Contractor* supplies, maintains and ensures that his personnel at all times wear personal protective equipment as required per site.

Housekeeping

The *Contractor's* Equipment does not impair the operation of the plant or access to the plant.
The *Contractor* will comply with good housekeeping standards whilst working on the *Employers* site.

Access permits

All applicable *Contractor* personnel shall be issued with access and vehicle permits (*Contractor* Permit) which will contain the following information:

- Name
- ID Number
- Company
- Validity date

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All *Contractor* permits must be submitted to Protective Services when the workers leave the Site after Completion of the works.

The *Contractor* applies with Tutuka Power Station Protective Services for the issuing of permits. The *Contractor* submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective Services or can be faxed to (017) 612 6312. The form contains the following information:

- Employee Name.
- Employee ID Number.
- *Employer* Safety Co-ordinators signature.
- *Employer's Service Manager's* signature.
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

The form is appended to the *Contractor's* Safety Manual, referred to in Section 2.3.2 (b).

The *Contractor's* visitors and personnel shall conform to the security arrangements in force at the Site at all times.

The Chief of Protective Services may, with valid cause, remove any of the *Contractor's* personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.

No unauthorized vehicles will be allowed on site. Contract vehicle application should be directed to the *Service Manager*.

The *Contractor* will be limited to the working areas associated with the works. The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.

Parking inside the Power Station is allowed. The parking application must be addressed to the protective services. All *Contractors* will supply protective services with their vehicle's registration numbers.

No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the power station security gate.

The *Contractor* obtains the access procedures, from *the Service Manager*, which may change depending on the prevailing security situation.

Control Air and Water Connecting Pipework.

The *Contractor* provides at his own expense, all connection fittings and pipe work to lead control air / water from the point of supply to the various points where it is required, maintain same and remove on completion (where applicable). Fittings to the water supply must be compatible with the *Employer's* fittings so that galvanic corrosion of pipe work is prevented.

Standby personnel.

The *Contractor* supplies the *Service Manager* with a standby roster of standby personnel.

Temporary cabling.

The *Contractor* will be provided with all temporary wiring and cabling to lead power from the point of supply

5.9 Control of noise, dust, water and waste

The *Contractor* shall guarantee the maximum sound power level (in watts) of each item of plant likely to create a noise level (sound pressure level) of 85 dB (A) according to SANS 10083, at a distance of 3 m from

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any such item in its permanent location site. This guarantee applies to normal site operating conditions (all in situ plant running) with the item fitted with standard silencing equipment. For items of the *works* that operate periodically, the guarantee applies to the time when they are operating.

For this purpose, the *Contractor* acquaints himself with the particulars of the acoustic environment, e.g., size of area, type of enclosure, locality, etc. Should the anticipated noise level as specified above exceed 85 dB (A), the *Contractor* includes in his offer, as a separate item, any acoustic treatment (e.g., cladding, silencers, screens) necessary to reduce noise levels to below 85 dB (A).

Should, in the opinion of the *Project Manager*, any item of the *works* exhibits an excessive noise level, as per the specification above, the *Contractor* shall carry out tests using a test authority approved by the *Project Manager* to determine whether the *works* item conforms to the specification.

- All necessary and relevant PPE must be used at all times when entering or working on plant and in workshop.
- Work Permit Risk Assessment forms must be completed before commencing with any task.
- 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

- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employer's* rules, regulations and procedures.
- The *Employer* reserves the right to request disciplinary/corrective action if, and when required.
- 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.
- The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
- The *Employer's* Work Week Management System will be used to issue work to the *Contractor* on weekly basis.
- Good housekeeping at all times. The *Contractor* must clean and remove all debris after each shift or task.
- Site access shall be granted by Eskom Holdings Tutuka Power Station protective services as request via or by the *Service Manager*.
- All electrical equipment used by the *Contractor* shall be identifiable by a unique number, serviced and inspected and proper record shall be kept.
- No employees will be transported on an open vehicle. The vehicles must comply with the *Employer's* minimum requirements

5.11 Tests and inspections.

5.11.1 Description of tests and inspections

- Quality Control check sheets to be done between *Contractor* and *Employer*
- Do inspections as per Scheduled Work Order and report all defects to the *Employer*.
- Hold and witness points.

5.11.2 Materials facilities and samples for tests and inspections

- QC check sheets

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5.11.3 General requirements

5.11.4 Contractor Change of Management and operations team

- Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (Eskom Procurement and Supply Management Procedure).
- In a case where one *Contractor* takes over from another *Contractor*, the *Site Service Manager* must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Attendance of meetings as and when required by The *Employer*
- The *Employer's* Safety requirements, safety meeting and regulations to be adhered to.
- All documentation required must be returned with the tender document
- If the *Contractor* replaces personnel under his control, it must be Approved by the *Service Manager Contractor* to provide plan of how his personnel will be divided to attend training and go on leave
- All new staff to be appointed in writing.
- All new staff to do induction training
- All new staff to be approved by *Service Manager* before entering the site or commencing work
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- 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 and approved by with *Service Manager*
- *Contractor* to provide own transport for all employees to travel to site
- The *Employer's* Lifesaving rules to be adhered to at all time
- The *Employer's* safety meetings and regulations to be adhered to
- Good housekeeping to be maintained at all time
- All telephone accounts on *Contractor* account
- All cabins and LV equipment will comply within the *Employer's* standard's (COC)
- Site conditions will be according to the *Employer's* and Safety regulations standard'
- Audit on *Contractor* will be done on a frequent basis
- *Contractor* to provide own cabins for facilities such as office and workshop space
- Transport to be provided by *Contractor* and included in cost, the *Employers* transport procedure to be adhered to at all times
- Safety of personnel and plant is the requirements while on site at all times (Zero harm policy)
- CIDB Certificate must be valid at all times if required
- PPE to be provided by *Contractor* for *Contractor* Employees and must comply to the *Employer's* requirements. eg. Arc flash suits, this includes facial and hand arc flash suit protection, as well as arc flash suit undergarment PPE, acid resistant, fire-retardant PPE
- *Contractor* shall be required to maintain good housekeeping at all times
- Risk assessments must be completed before each task as per *Employer's* standard
- Non – performance of employees, including absenteeism concerns, will be monitored – NCR will be issued accordingly.
- *Contractor* Change of Management and operations team
- Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (Eskom Procurement and Supply Management Procedure).
- In a case where one *Contractor* takes over from another *Contractor*, the *Site Service Manager* must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Configuration Management
- All documents supplied by the *Contractor* shall be subject to Eskom's approval. The language of all documentation shall be in English.

5.11.5 Document Returnable

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The *Contractor* shall produce and submit a project plan, project quality plan, organogram, safety file for approval prior to the commencement of work. The *Contractor* to conduct induction and medicals prior to commencement of work.

These documents should contain the following information, which is not limited to –

- Project Programme: Indication of the different activities applicable for the execution of the required works from site establishment to handover as well as the time period allocated for each activity
- Project Quality Plan: Highlight the activity or standard which shall be used to ensure quality materials and workmanship
- Organogram: Indication of the core staff who will be involved in the execution of the required works. Names and qualifications to be specified.
- Detailed method statement specifying skills, labour, materials, tools, equipment, machinery for the execution of the required work (Optional can be discussed one site has been established)

5.11.6 Security

The *Contractor* is informed of the access procedures through Tutuka Procedure, “Access Control and Protection of Eskom Assets” and should expect that such procedures may change depending on the prevailing security situation.

Temporary entrance permits are issued to *Contractors* who are on site for less than 3 months. Names and Identity Numbers are required before the contract starts. Photocopies of Identity documents are also required. This must be arranged with the Project Manager. Lost permits will be paid for by the *Contractor* to Protective Services at a cost per lost permit. All permits need to be returned to Security or the Project Manager upon completion of the contract. If it is necessary to bring tools and equipment onto site a list of tools is submitted which is verified by security staff prior to tools entering the security area.

Should any *Contractor* staff be transferred from Tutuka or leave site, the *Contractor* ensures that personnel leaving site are transported out of the security area and that the permit is returned.

Only work vehicles with an approved permit will be allowed on site. These vehicles are to be in a serviceable condition and road worthy. Temporary vehicle permits are issued to *Contractors* who are on site for less than 3 months. This must be arranged with the Project Manager. Speed limit is 40km/h.

No private vehicles will be allowed on site without a temporary permit.

Arrangements must be made with the Service Manager well in advance to allow sub-*Contractors* and visitors onto site.

To bring cameras and cell phones with cameras on site, permission has to be obtained from the Power Station Manager, using the standard application forms for cameras. This must be arranged with the Project Manager. No firearms, weapons, alcohol and illegal substances are permitted on site.

No “Private Work” is carried out for or on behalf of any *Employer* Employee. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area. Only authorised persons are permitted to enter Red Zone areas.

The transport of any equipment onto the site must be declared and documented at Protective Services in order to facilitate the future removal thereof. Pro-active comprehensive listing of all tools and equipment brought to Tutuka will considerably speed up entrance to the power station

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No firearms, weapons, alcohol, illegal substances and cameras are permitted on site. No “Private Work” is carried out for or on behalf of any Eskom Employee. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.

Only authorised persons are permitted to enter Red Zone areas.

5.11.7 Supply of electricity

Electric power for construction, both 220V AC and 380V 3-phase supply, is supplied at Site free of charge, but connection fees are for the *Contractor’s* account. All installations comply with the details set out in Tutuka Maintenance Procedure - *Contractor’s* Temporary Electrical Equipment Supply, and Construction Power Supplies (Occupational Health and Safety Act - Act 85 of 1993) and the Tutuka Safety, Health and Environmental Specification for *Contractors*.

The *Employer* does not guarantee continuity of supply and no claims for standing time as a result of power failures will be considered.

A written request, indicating the *Contractor’s* requirements is submitted to the Project Manager as soon as possible after the Contract Date.

5.11.8 Water

Potable and raw water for construction purposes is also available free of charge.

A written request, indicating the *Contractor’s* requirements is submitted to the Project Manager as soon as possible after the Contract Date.

5.11.9 Sanitary facilities

Permanent toilets to serve the Power Station and urinals at the boundary area have been constructed by the *Employer* and all the *Contractor’s* personnel may make use of these facilities.

6 List of drawings

- The *Employer* shall provide a site layout drawing to the *Contractor*.

7 APPENDIX

7.1 Annexure B X17 - Low Service Level 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/Termination of a contract.
Equipment	Damage of equipment during operations	Negligence	Replace/repair at <i>Contractor’s</i> own cost

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7.2 Annexure C – Risks 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

7.3 Annexure D – 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