



NEC3 Term Service Contract (TSC3)

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

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

**for The provision of Fire & Emergency Services at Kriel
Power Station for a period of 5 years**

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CONTRACT No. [Insert at award stage]

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:

The provision of Fire & Emergency Services at Kriel Power Station for a period of 5 years

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [●]
	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:

Not applicable

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*.

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**

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 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:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	N/A
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	P Mulder
	Address	Fire Risk Management, Kriel Power Station, Bethal-Ogies Road, Kriel, Mpumalanga
	Tel	017 615 2399
	Fax	N/A

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

	e-mail	mulderpj@eskom.co.za
11.2(2)	The Affected Property is	Eskom, Kriel Power Station areas
11.2(13)	The <i>service</i> is	Provision of Fire & Rescue Service for Kriel Power Station for a period of 5 years
11.2(14)	The following matters will be included in the Risk Register	As per Risk Register in Annexure D
11.2(15)	The Service Information is in	Part 3 Scope of Work and all documents and drawings to which it makes reference
12.2	The law of the contract 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	24 hours
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is (proposed)	01 August 2026
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	between the 25th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	From receipt of valid invoice: 60 days: contract value R50m and above 30 days: contract value <R50m
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if

		no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	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	N/A
	Tel No.	N/A
	Fax No.	N/A

	e-mail	N/A			
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.			
W1.4(2)	The <i>tribunal</i> is:	arbitration			
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.			
	The place where arbitration is to be held is	Kriel Power Station, South Africa			
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.			
12	Data for secondary Option clauses				
X1	Price adjustment for inflation				
X1.1	The <i>base date</i> for indices is	April 2026 (One month prior to enquiry closing date)			
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by	
	Should the contract not be awarded within 3 months after closing date: CPA will kick in after sixteen (16) months from the base date where after CPA will be applied annually	0.75	Labour	Seifsa Table (C3a)	
		0.05	Transport	Seifsa Table L (2A)	
		0.05	Material	Seifsa Table D3 (CPI)	
		0.15	non-adjustable		
	1.00				
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.			
X17	Low service damages				
X17.1	The <i>service level table</i> is in	Annexure C			
X18	Limitation of liability				
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)			
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event			
X18.3	The <i>Contractor's</i> liability for Defects due to	The greater of			

	his design of an item of Equipment is limited to	<ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <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	Last day of the <i>service period</i>
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	24 hours of receiving the Task Order 12 hours for urgent Task Orders
Z	The additional conditions of contract are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	

Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	Confidentiality
Z4.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z5	Waiver and estoppel: Add to core clause 12.3:
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6	Health, safety and the environment: Add to core clause 27.4
Z6.1	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • accepts that the <i>Employer</i> may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property; • warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z7	Provision of a Tax Invoice and interest. Add to core clause 51
Z7.1	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer’s</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer’s</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	Delete the last paragraph of core clause 61.3 and replace with: If the <i>Contractor</i> does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
Z9	<i>Employer’s</i> limitation of liability
Z9.1	The <i>Employer’s</i> liability to the <i>Contractor</i> for the <i>Contractor’s</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor’s</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer’s</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z10.1	or had a business rescue order granted against it.
Z11	Ethics
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
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 <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
Z11.3	If the <i>Employer</i> terminates the <i>Contractor's</i> obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
Z11.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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:

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

Z14	Asbestos
For the purposes of this Z-clause, the following definitions apply:	
AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z14.2	Upon written request by the <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z14.3	The <i>Employer</i> manages asbestos and ACM according to the Standard.

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

Annexure C: Table of low service damages (X17)

Low Service Damage Description	Value of Low Service Damages	Limit of Low Service Damage
Not completing service as per agreed programme	0.5% of task order value per day	Limited to 10% of the Task Order value
Any rework due to poor workmanship	Contractor to provide a replacement during the re-do service period	Contractor cost

Annexure D: Risk Register clause 11.2(14)

Category	Hazard Identification	What is the Root Cause of the Hazard?	What are the Consequences?
Threats and Intimidation of employees and Contractors by striking groups	Threats and Intimidation of employees and Contractors by striking groups	Striking groups / labour force	Death/Injury/Damage
Community Actions towards Kriel PS	Community	Unhappy community due to site rules or strikes	Death/Injury/Damage
Labour Unrest	Unrest	Unhappy labour due to IR issues or payments	Death/Injury/Damage
Militant Groups (Trade unions, youth league, striking work force, local community members)	Militant groups of people	Political issues	Death/Injury/Damage
Malicious damage to plant and property on site	People	Un happy labour due to IR issues or payments	Damage property and loss of production
Stone throwing	People	Un happy labour due to IR issues or payments	Damage / Injury / Death
Vehicle Driving	Vehicle accident	Recklessness / Poor judgement / human error	Death/Injury/Damage
Capabilities of Emergency medical Contractor on site	Capabilities of Emergency staff	Not fully trained staff lack of knowledge	losses of life / equipment and materials
Procedures not been adhered too	Understanding of procedures	Not sharing information or lack of training	losses of life/ equipment and materials
Arson	people	Unhappy labour due to IR issues or payments	Death/Injury/Damage
Assault	people		Death/Injury/Damage
Bomb and threats	people		Death/Injury/Damage
Working with Hazardous substances	Suffocation/poisoning/ Fire/explosion	Poor judgement/control/human error	Death/Injury/Damage
Theft of equipment and materials (including copper)	Equipment and materials un attended	Unattended or not secure plant	losses of plant and equipment and materials
Environmental	Air/water/ground pollution/waste/spills/d estruction	No PTW / Poor judgement / human error / EMP non-compliant	Disease/Injury/Pollution
Loading/unloading trucks	Sprain, Fall/trip/caught between	Poor judgement / human error	Injury/damage
Cigarette Smoking	Inhale smoke/fire/pollution	Human behaviour / human error/ignore smoking Policy	Disease/death
Explosions	Fire/explosion/leaks	Poor judgement / human error / poor storage practice	Death/Injury/Damage
Structural failure	Falling/struck by/breaking/caught between	No PTW / Poor judgement / Supervision / human error	Death/Injury/Damage

Annexure D: Risk Register clause 11.2(14)

Category	Hazard Identification	What is the Root Cause of the Hazard?	What are the Consequences?
Radiation exposure	Exposure to passer-by/employees/operators	No PTW / Poor judgement / Supervision / human error	Death/Injury
Ergonomics	Manual handling/poor posture/lifting/pulling/c omputer work	Poor judgement / Supervision / human error / haste	Injury
Crushing	Falling/struck by/breaking/caught between	No PTW/Poor judgement/Supervision/human error	Death/Injury/Damage
Gas escape	Leak/fire/explosion	Mech. Failure/cracks/collision/corrosion/maintenance/Human error	Fire/explosion/ Death/Injury/Damage
Liquid escape	Leak/fire/explosion	Mech. Failure/cracks/collision/corrosion/maintenance/Human error	Fire/explosion/ Death/Injury/Damage
Entanglement	Caught by/entangled by objects	No PTW/procedure, Poor judgement/supervision/human error	Death/Injury/Damage
Cutting/stabbing/puncturing	Construction work/maintenance/repairs	No PPE/Poor judgement/poor supervision/human error/haste	Death/Injury/Damage
Dangerous animals	Animals	Snakes and spider can bite	Death/Injury
Shootings	Fire arms	Fire arms on persons could be used for robbery or forced entry	Death/Injury/Damage
Verbal abuse	People	Delays in access control	Injury
Traffic Control on the Construction site	Vehicle accidents	Human behaviour/human error/ignore procedure	Injury/damage
Roadway Narrowing/Gravel Traffic Control	Vehicle accidents	Human behaviour/human error/ignore procedure	Injury/damage

Note: The Risk Register also forms part C3.1 Employer's Works Information

C1.2 Contract Data

Part two - Data provided by the Contractor

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 appears blank, data is required to be inserted relevant to the option selected.

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.	
	E-mail address	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	

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

	Qualifications:	
	Experience:	
		CV's (and further key person's data including CVs) are in .
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is (excluding VAT & CPA)	R

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>	1

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 Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the

- time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
 - Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

Note: Mandatory requirement: Price List needs to be submitted in 1) PDF and 2) a copy in EXCEL format

C2.2 the price list

Item No.	Description	Unit	Qty	Rate	Total
	<u>PRELIMINARY & GENERAL</u>				
100	<u>General Preliminary & General</u>				
101	Site Establishment 2x (10x 25) meter containers Offices	Once off	1		
102	Station wear (PPE Uniforms)	Yearly	5		
103	Specialised PPE full set bunker suits, helmets, boots etc	Once off	1		
104	Rope Rescue Equipment (Harness, shock absorbing lanyards, positioning lanyard etc)	Once off	1		
105	Health & Safety File Requirements (Safety file)	Yearly	5		
106	Medicals	Yearly	5		
107	Employees police clearance	Yearly	5		
108	2-Way radio communication	sum	1		
109	Site De-establishment	Item	1		
	<u>Sub-Total</u>				R
200	<u>Time Related Preliminaries and Generals</u>				
201	Transportation of employees to (Home -Work -Home)	Monthly	60		
202	Transport (Double cab LVD)	Monthly	60		
203	Consumables / running cost (Coffees, cleaning staff and stationery)	Monthly	60		
204	Accommodation	Monthly	60		
	<u>Sub-Total</u>				R
	<u>PRELIMINARY & GENERAL TOTAL</u>				R
	<u>WORKFORCE NORMAL TIME</u>				
300	<u>Management</u>				
301	Provision of a Contracts Manager (x1)	Hours	10 380		
302	Provision of a Advance Life Support (x1)	Hours	10 380		
400	<u>Supervision</u>				
401	Provision of Shift team Captain (x4)	Hours	41 520		
500	<u>Administration</u>				
501	General Administration / Human Resources with computer literacy (x1)	Hours	10 380		
600	<u>Emergency Response</u>				
601	Provision of fire fighting emergency team (x20)	Hours	207 600		
	<u>NORMAL TIME TOTAL</u>				R

Item No.	Description	Unit	Qty	Rate	Total
	<u>WORKFORCE OVERTIME</u>				
700	<u>Overtime Saturday and Weekdays</u>				
701	Contracts Manager	Hours	480		
702	Advance Life Support	Hours	480		
703	Shift team Captain	Hours	1 920		
704	Firefighting emergency team (x20)	Hours	9 600		
	Sub-Total				R
800	<u>Overtime Sunday and Public Holidays</u>				
801	Contracts Manager	Hours	480		
802	Advance Life Support	Hours	480		
803	Shift team Captain	Hours	1 920		
804	Firefighting emergency team (x20)	Hours	9 600		
	Sub-Total				R
	OVERTIME TOTAL				R

SUMMARY		
100	General Preliminary & General	R
200	Time Related Preliminary & General	R
300-600	Workforce Normal Time	R
700-800	Workforce Overtime	R
Total Rand Value excluding VAT and CPA		R

Name:	Signature:
Date:	

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	28
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	29

C3.1: EMPLOYER'S SERVICE INFORMATION

1. Executive overview

1.1 Description of the service

Fire, Rescue Emergency Services is required to respond to any fires, rescue calls and HAZMAT incidents with daily Fire Prevention Inspection Plant Walks to highlight all Fire Risks on the premises of Eskom Kriel Power Station Generation Division, Mpumalanga according to 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.

The Contractor must have more than five years' experience in a field of Fire Emergency, Rescue & Medical Services.

1.2 Employer's requirements for the service

The scope comprises the following but is not limited to:

- Emergency Rescue
(Trench Rescue, Confined Space Rescue, High Angle Rescue Fire Fighting)
- Back up support systems
- Natural Disasters
- Fire Prevention inspections
- Control Room

The contractor to comply to the following:

- Registered as a Fire & Emergency Services (BHF Registration)
- Registered with SAESI or IFE or IFSTA
- Registered with Department of Health as a Fire & Emergency Medical Service Provider
- Registered with Department of Disaster Management
- Registered with Fire Protection Association of South Africa
- National Call Centre Agreement to be in place
- Compensation for Occupational Injuries and Diseases Act 133 of 1993 Nature of business to be Fire and Emergency related (COIDA)

Roles and Responsibilities

The Supplier is required to place Fire Rescue & Emergency capability employees at Kriel Power Station; these employees must be available 24 hours daily per year for any emergencies and Fire Prevention Inspections that may occur at the Kriel Power Station relevant areas in Mpumalanga Province. MOU (Matla Power Station, Kendal Power Station, and Campden Power Station). The supplier must comply with the OSH Act and Eskom Health Safety, Eskom Generation Fire Regulations and Environmental Polices.

The Supplier will supply handheld tools as and when required through task orders.

Process for Monitoring

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

The following skills will be required to be available on a 24-hour basis day to day at a base designated to specifically Kriel Power Station to carry out emergency incident.

The operational shifts must run as a four-shift system.

- The standard of care must be done according to the prescribed protocols of the HPCSA.
- All the Life support personal must be registered with the HPCSA before they can attend any emergency Medical Call.
- All the employees will also have minimum of a C1 licence with a PDP or higher.
- Hazmat awareness & Operations is compulsory with Fire Fighting Qualifications.
- A total of 27 resources to be provided.

Total per shift	6	Contract Total	27	* Required ** Advantageous
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Position	Quantity	Shifts	Qualifications & Competencies
Base Manager / Fire Instructor	1	Monday to Thursday (07:00 to 16:15)	* Grade 12 or equivalent
			* Incident Command Course
			* Fire Fighter 1 & 2
		Friday (07:00 to 16:15)	* Fire Hazmat Awareness, Operations
			* Hazard identification and risk assessment (HIRA)
			* Vehicle extrication
			* Confined space rescue training
			* HPCSA Registered Basic Life Support (BAA) or Intermediate Life Support (ILS)
			* NEC contract management
			* Computer literate (Microsoft Office)
			* Report writing skills
			* Knowledge of Occupational health and safety act 85 of 1993 requirements
			* Knowledge of Emergency Preparedness and Response Plans
			* Communication skills
			* Compliance as an Assessor
			* Compliance as a Moderator
** Fire Instructor 1			
** Pump operator			
** Rope Rescue 2			
** Intermediate Life Support (ILS)			
** At least five (5) years' experiences in a Managerial role			
** Code C Drivers Licence & PDP			
** Mentoring & coaching skills			

Advanced Life Support (ALS)	1	Thursday (07:00 to 16:15)	* Grade 12 or equivalent
			* Incident Command Course
			* Fire Fighter 1 & 2
		Friday (07:00 to 16:15)	* Fire Hazmat Awareness, Operations
			* Hazard identification and risk assessment (HIRA)
			* Vehicle extrication
			* Confined space rescue training
			* HPCSA Advanced Life Support (ALS) or
			* NEC contract management
			* Computer literate (Microsoft Office)
			* Report writing skills
			* Knowledge of Occupational health and safety act 85 of 1993 requirements
			* Knowledge of Emergency Preparedness and Response Plans
			* Communication skills
			* Compliance as an Assessor
* Compliance as a Moderator			
** Fire Instructor 1			
** Pump operator			
** Rope Rescue 2			
** At least five (5) years' experiences in a Managerial role			
** Code C Drivers Licence & PDP			
** Mentoring & coaching skills			
General Administration/ Human Resources	1	Monday to Thursday (07:00 to 16:15)	* Grade 12 or equivalent
			* Document management
			* Knowledge of document and record control processes and systems
		Friday (07:00 to 16:15)	* Indexing and retrieval skills
			* Computer literacy skills
			* Planning and organizational skills
			* Support all documentation management systems
			* Assist with audits
Team Captain / Shift Supervisor	4	24hr / 7days	* Grade 12 or equivalent
			* Incident Command Course
			* Fire Fighter 1 & 2 with three (3) years' experiences
			* Hazmat Awareness and Operations
			* Fire Instructor 1
			* Hazard identification and risk assessment (HIRA)
			* Rope Rescue 2

			* Vehicle extrication * Confined space rescue training * HPCSA Registered Basic Life Support (BAA) or Intermediate Life Support (ILS) * Computer literate ** Pump operator ** Intermediate Life Support (ILS) ** Code C Drivers Licence & PDP ** Report writing skills
Emergency Response Team members	20	24hr / 7days	* Grade 12 or equivalent * Fire Fighter 1 & 2 with three (3) years' experiences * Fire Hazmat Awareness and Operations (five per shift) * Hazmat Technician (minimum two per shift) * Rope Rescue 2 minimum four (4) per shift * Vehicle extrication * Pump operator (minimum four per shift) * Confined space rescue training minimum of four (4) per shift * Incident Command Course (minimum one per shift as Deputy Team Captain) * HPCSA Registered Intermediate Life Support (ILS) (minimum two per shift) * HPCSA Registered Basic Life Support (BAA) (five per shift) * Code C1 Drivers Licence & PDP (three per shift) * Code C Drivers Licence & PDP (minimum four per shift) ** Fire Prevention Course ** Fire Control room experience

Emergency Rescue

All the contract employees must be trained on the following during the contract period:

- 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 (The rope Rescue team, Access and stabilization, Stretcher rigging, Patient Packaging)
- Life support personnel must be trained and well experienced in the rescue field for the project has a high-risk potential.

Fire Fighting

- All the contract personnel per shift must be trained to a level of fire fighter two and hazmat operational.
- The contractor will supply the entire necessary PPE for the personnel e.g. (uniforms; safety gear; bunker gear NFPA and UN certified).
- Contract personnel must be trained in the following fire and hazmat competencies:
 - Day to day Fire Fighting
 - HAZMAT Response
 - Driving of Emergency Vehicles (Code C drivers' license with PDP)
 - All Rescue modules response (E.g. Vehicle Extrication, Rope Rescue, Confined Space)
- In addition to the above, additional fire training requirements includes:
 - Pump Operators (Two (2) per shift)
 - Hazmat Technician (Two (2) per shift)
 - Fire Instructor 1 (One (1) per shift – Shift Supervisor / Team Captain and Deputy Team Captain)
- Fire Fighters must be registered members of at least one of the following professional Institutes:
 - SAESI (South Africa Emergency Services Institute)
 - IFE (Institution Fire Engineers)
 - FPCSA (Fire Professions Council of South Africa)
- The Service Provider shall supply all the necessary station uniform and fire and rescue PPE for their personnel e.g. (uniforms, safety gear, bunker gear NFPA certified or equivalent) as per the Eskom 32-128 - Fire Fighting PPE Standard for Firefighters.
- Daily station routines per shift shall include inspection, operational testing, cleaning and basic frontline maintenance as follows:
 - Ensure operational condition of fire response vehicles and hazmat trailer
 - Fire Station working areas and emergency fire, rescue, hazmat and medical equipment are in operational condition
 - Emergency medical equipment and consumables used on the fire engine have not reached expiring dates.
 - Always maintain emergency vehicles and equipment in clean and operational conditions.
- Firefighting and hazmat services shall typically include but not be limited to:
- Drive and operate emergency vehicles. (Fire truck, Ambulance and Emergency & Rescue Vehicle)
- Engage in structural firefighting, petrochemical / industrial firefighting and grass / veld fires

- Engage in hazardous material spillages and releases to control, contain and mitigate harmful exposure to people and the environment.
- Conduct special services as-and-when required to limit risk and damage to people, plant and processes.
- Conduct monthly fire, rescue, hazmat and medical care skills training and/or scenario training with own contracted employees.
- Conduct fire training with Kriel ERT's shifts on a four hours per month basis which could include classroom, practical and/or scenario training.
- Participate in Kriel Power Station emergency drills
- Eskom Kriel Power Station will supply fully equipped medium pumper fire engine
- Eskom Kriel Power Station will supply fully equipped veld fire skid unit vehicle
- Eskom Kriel Power Station will supply Hazmat trailer
- Eskom Kriel Power Station shall be responsible for all scheduled maintenance of operational fire and hazmat vehicles and the respective fire and emergency equipment.

Fire Prevention & Fire Safety Services

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

Back-up support systems

The Supplier must have a contract with or have a National Call Centre to give a back-up emergency medical support in place if there is a Structural collapse, Excavation collapse, Scaffold collapse, Major Explosion, Natural disasters on the site.

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.

Inspections

- Equipment 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, Fire vehicles and working areas and equipment are to be checked that they are still intact, gauges to be checked that pressure is still within range where necessary and that expiring dates are not exceeded on medical equipment.
- Fire Prevention daily Inspection reports must be compiled and submitted for approval.

Emergency Medical Rescue

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

- a. Medical Care at BLS and ILS levels of care as per Annexure 1. In the rescue setting, patient assessment in rescue medical care, identify emergency medical conditions and injuries, patient packaging for transport.
- b. Confined Space Rescue (team deployment, patient retrieval, patient assessment and stabilization).
- c. High Angle Rescue (Rope Rescue team deployment, patient assessment and stabilization, rope systems and rescue basket stretcher deployment, patient packaging and retrieval).
- d. Vehicle extrication (Apply various rescue techniques to extricate people trapped in all categories of vehicles; Assist in the extrication of persons entrapped in production and process equipment).

Respond to Mutual Aid Partners when called for assistance (Year one, two and three)

- a. Kriel Power Station has several Mutual Aid Partners with whom a mutual aid agreement is in place for management of emergencies. The Service Provider is to render a service free of charge to the formal Mutual Aid Partners of Kriel Power Station as part of this agreement. It should be noted that the call for assistance is at irregular frequency and only on an as-and-if required basis. Each Mutual Aid Partner is expected to have minimum and similar response capability as Kriel Power Station.
- b. Mutual Aid Partners include:
 - Eskom Matla Power Station (12 Km)
 - Eskom Kendal Power Station (46 Km)
 - Eskom Camden Power station (80 Km)

Contractor is responsible to make provision for the following:

- Permanent Site Establishment:
 - 2x (10x 25) meter containers _ Offices)
- Contractor responsible for furniture during Contract period
- Standard Personal Protective Equipment for station wear (PPE)
- Specialised PPE for the fire and emergency service (suits, helmets, boots, etc.)
- Rope Rescue Equipment (harness, shock absorbing lanyards, positioning lanyard, etc).
- Contractor employees annual Medicals

- Police Clearance when required
- SHEQ documentation
- Safety file as per Eskom Kriel Safety Department requirements
- Transportation of employees from home to Kriel Power Station and back (home-work-home)
- Accommodation/Allowance

Station wear Blue Jersey T-Shirt (Blue) Golf Shirt (Blue) Operational Cap (Fire Officer) Operational Cap (Normal) Badge (Iron on-Small) Badge (Iron on-Large) Metal Badge - Fire Fighter Black Socks (Mohar) Fire Officer Ranks (Iron On - Gold) Fire Axe for Fire Fighters (Iron on-Large) Nameplates with SA Flag (Metal) Nameplates with SA Flag (Iron On)	Specialised PPE NFPA Approve Fire Fighting Bunker Set Fire Fighting Helmet Gloves NFPA approved Fire Boots Fire Fighting Balaclava Breathing Apparatus Mask compatible with Fire Station
Rope Rescue Equipment Harness, Shock absorbing lanyards Positioning lanyard Carabiners (10) Descending Device	Health & Safety File Requirements Safety file Induction Medicals Employees police clearance

1.3 Interpretation and terminology

Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed below.

Normative

• ISO 9001 Quality Management Systems
• ISO 45001 Occupational Health and Safety Management Systems Informative, Requirements
• ISO 14001 Environmental Management Systems, Requirements with guidance for use
• 200-11303 Kriel Health, Safety and Environmental Management Policy
• 32-123 Eskom Standard for Emergency Planning
• 99/1987 National Fire Brigade Act
• 107/1998 National Environmental Management Act
• 101/1999 Veld and Forest Fire Act
• 57/2002 Disaster Management Act

- | |
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| <ul style="list-style-type: none"> • 16/2015 Disaster Amendment Act |
|--|

Informative

- | |
|---|
| <ul style="list-style-type: none"> • 200-38424 Kriel Project Team’s Health and Safety Management system Manual |
| <ul style="list-style-type: none"> • 240-46315409 Eskom Procedure: Management of Major Occurrences |
| <ul style="list-style-type: none"> • 102/1980 National Key Point Act |
| <ul style="list-style-type: none"> • Municipal Systems Act: Emalahleni Municipality Emergency Services By-Laws |

Related/Supporting Documents

- | |
|--|
| <ul style="list-style-type: none"> ▪ RSR0195 Emergency Response for Emergency Response Teams Work Instruction |
| <ul style="list-style-type: none"> ▪ RIR0113 Kriel Emergency Preparedness Plan |
| <ul style="list-style-type: none"> ▪ Regulation 1320 of December 2017 - Emergency Medical Service Regulations |

Definitions

Term	Definition
Emergency	An emergency is an abnormal situation that is beyond the normal control measures available and requires coordinated and combined efforts of teams of people to return to a normal situation again.
Disaster Management	The process of planning and implementation of measures undertaken by individuals, the Kriel Project Team’s Emergency Response Team and other collaborative organisations aimed at: <ul style="list-style-type: none"> • preventing or reducing the risk of disasters; • mitigating the severity or consequences of disasters; • emergency preparedness; and • a rapid and effective post-disaster recovery and rehabilitation plan
Emergency Preparedness	The pre-planning, and actions and activities aimed at minimising the consequences of emergency situations affecting human life, assets, environment at the Kriel Power Station
Environment	The surroundings within and outside the Kriel Power Station physical boundaries that are made up of: <ul style="list-style-type: none"> • the land, water and atmosphere of the earth; • micro-organisms, plant and animal life; • any part or combination of (a) and (b) and the interrelationships among and between them; and • the physical, chemical, aesthetic, cultural properties and conditions of the foregoing that influence human health and well being
Emergency Operations Centre	The centre or place specially equipped for the co-ordination, directing and application of effective management control during emergency operations
National Key Point	Any place or area which has under section 2 of (Act 102 of 1980) been declared a National Key Point

Term	Definition
Partner	Any contractor, supplier or service provider rendering services to or on behalf of the Kriel Power Station. Note that where the term contractor is used it will mean the same in terms of this procedure.

Abbreviations

Abbre- viation	Explanation	Abbre- viation	Explanation
ALS	Advanced Life Support	ERT	Emergency Response Team
BU	Business Unit	GM	General Manager
DPM	Discipline Project Manager	GMR2	Responsible Person for Machinery
EAP	Employee Assistants Programme	HSE	Health, Safety and Environment
EFC	Emergency Functional Coordinator	HR	Human Resources
EMC	Emergency Management Controller	IC	Emergency Incident Coordinator
EMS	Emergency Medical Services	IP	Incident Procedure
EPP	Emergency Preparedness Plan	IR	Industrial Relations
EOC	Emergency Operations Centre	JOC	Joint Operations Centre
EOD	Electrical Operation Desk	MOU	Memorandum of Understanding
ER	Emergency Response		

1.4 Management strategy and start up.

The Contractor's plan for the service

The *Contractor* to submit a mobilisation plan to Service Manager within **two weeks**, after contract award.

Management meetings

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and Safety events	Monthly on 25th or Friday before the 25 if on a weekend or public holiday of the month	On site	<i>Contractors</i> Representative and the Contracts Manager on shift Service Manager and safety officer
Overall contract progress, Assessment and feedback session	Monthly on 25 th or Friday before the 25 if on a weekend or public holiday of the month	On site	<i>Employer Rep, Contractor Rep</i> and the contract Manager on shift, Cost engineer
Emergency Preparedness	Ad-hoc basis	On Site	<i>Employers</i> Rep and Contracts Manager

Meeting			
<i>Contractors</i> SHE meeting site	Once a month on notification Usually a Tuesday morning	Off site	Contracts Manager and SHE officer

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.

Contractor’s management, supervision and key people

The *Contractor* to supply organograms, showing his personal and their lines of authority and communication.

Please also supply CV, of the managers and key personal including the SHE officer

Please supply proof of HPCSA registration of the entire group of employees.

Prior to contract start date the *Contractor* must provide the following information to the satisfaction of the *Employer*:

- Provide a list of all the potential fire fighters/ medics you wish to employ on the MpumaCare site with certified copies of their identity documents.
- CV’s of the officers to be submitted with reference to any previous sites worked on
- Statement confirming that the medical service business complies with the minimum wage requirements in terms of Sectorial determination 6
- Submit fingerprint screening classification by the criminal-record centre of the Saps for all medics/ fire fighters as proof that they have not been found guilty of a criminal offence specified in the schedule (in previous 10 years)
- Psychological and physiological reports for all fire fighters/ medics that will be employed for this project (fit and proper person)
- Confirmation that the fire fighters/ medics have not been found guilty of improper conduct in terms of the private security industry regulation act 2001 (act no. 56 of 2001) (in previous 5 years)

Provision of bonds and guarantees

N/A

Documentation control

All communication will be in writing as per the contract. Please state the clause that is used, with reference to the communication.

- All documents are to be filled in date order in a durable PVC lever arch file with boxing.
- A file indexing is to be adhere too, the Contracts file structure procedure
- Reports are to be in Word, Excel Power Point format compatible with office 2010. These may be emailed to the Service Manager and a hard copy placed on file.
- Contractual communications will be in the form of properly compiled letters or forms attached to e mails, and not as a message text in the e mail itself, copying the Employer (contractor).
- All instructions are to be from the Service Manager only.

1.5 Invoicing and payment

The Contractor will submit a payment request to the Service Manager within 2 working days before assessment date. The Eskom Costing Consultant will compile a payment certificate within 3 working days.

Within 3 working days 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 showing the amount due for payment equal to that stated in the payment certificate.

- No invoices to be handed to an individual. There is no need for the *Purchaser Representative* to sign invoices as they perform Goods Receipt in the system. The Goods Receipt serves as the approval of payment.
- **Invoices must be delivered to the Eskom Documentation Centre (email to: Invoiceseskomlocal@eskom.co.za) as this will speed up the payment process and ensure that invoices are not lost and payments delayed.**
- Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
- Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

Invoices to be addressed to:

Eskom Holdings SOC Ltd
Reg. No. 2002/015527/30
Kriel Power Station
Accounts Payable
Private Bag X5009, Kriel 2271
Email to: Invoiceseskomlocal@eskom.co.za

The *Supplier* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs. *The Supplier* is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms. The following information to be reflected on each invoice:

- Name and address of the *Supplier* and the Purchaser Representative;
- The contract number and title;
- *Supplier's* VAT registration number;
- The Purchaser'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

Supplier is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

Service related invoices

- a) Once the *service* has been delivered/completed both parties have to agree that the *service* has been delivered/completed successfully prior to invoicing
- b) An assessment payment certificate must be completed between the *Contractor* and *Service Manager* according to the *service* performed. Both parties have to sign the assessment / certificate
- c) A copy of assessment/payment certificate must be obtained by the *Contractor* to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice
- d) *Service Manager* performs a service entry and Goods Receipt on the SAP system. (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)
- e) *Service Manager* will forward the Service entry and Goods Receipt Note number to the *Contractor* within 3 working days after the *service* has been rendered and the Assessment/Payment certificate signed
- f) *Contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre.

Invoices linked to commodity/CPA prices

- a) The requirements are the same as for Goods Delivered Invoices.
- b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment).
- c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA.
- d) The relevant Eskom Department will then complete the CPA calculation sheet and forwards it to the Eskom Documentation Centre.

General Information related to Eskom Invoices

- a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or hand written on the invoice).
- b) Eskom Purchase Order number must appear on invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
- g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
- h) No pro-forma invoices will be accepted.
- i) *Contractor* cannot be utilized by Eskom for more than 3 times without a contract being established.

1.6 Contract change management

N/A

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

All actual costs relating to the Price list need to be copied and the original forwarded to the Services Manager on the assessment for the months works.
So that payments can be verified to the invoice.

1.8 Training workshops and technology transfer

- Staffs are required to be trained on carrying out the procedure on first aid level testing on a regular basis.
- Supervisors or shift leader are to be evaluated on the procedure for incident command control and the sequence of events
- Staff is also required to be checked on the procedure for treating patients.
- BLS and ILS need regular refresher training.
- Emergency medical staff is to be tested on map reading and dispatching to a gridlines regular.
- Training on customer interfacing.
- Awareness training on Kriel OSHAS 18001 and ISO 14001 management system requirements

1.9 Design and supply of Equipment

N/A

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

Equipment

All equipment and vehicles that has been purchased by the *Employer* will remain the property of the *Employer*.

Information and other things

All data files and computer data needs to be handed over to the Service Manager on termination or expiry of the contract.

1.11 Management of work done by Task Order

Task order to be issued on a monthly base for routine work and for ad hoc requests.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for service not included in the Price List etc.

2. Health and safety, the environment and quality assurance

Health and safety risk management

2.1 Health and Safety Requirements

Contractors and their sub-Contractors shall at all times ensure compliance with all relevant Occupational Health and Safety Act 85 of 1993 and any regulations or by-laws of any local or statutory authority.

The *Contractor* acts in accordance with the health and safety requirements stated in the Works Information.

In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub *Contractors* and mandatories with:

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act (“the OHSA”)
- the MpumaCare “Health, Safety and Environmental specifications for *Contractors*” document attached to the Works Information (as amended from time to time) and such other MpumaCare Safety Regulations as are applicable to the Works and are provided in writing to the *Contractor* . The MpumaCare Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the *Contractor*. The *Contractor* complies with the provisions of the latest written version of the Regulations with which it has been provided

- the health and safety and Environmental plan prepared by the *Contractor* in accordance with the SHEQ Requirements

(The OHS Act and the Mpumalanga Regulations are collectively referred to as the "SHEQ Requirements").

The *Contractor*, at all times, considers itself to be the "*Employer*" for the purposes of the OHS Act and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Sub *Contractors* and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

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 authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.

The *Contractor* ensures that all statutory appointments and appointments required by any Mpumalanga Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.

The *Contractor* shall appoint a person who will liaise with the Mpumalanga Safety/ Environmental Officer responsible for the premises relevant to this contract. The person so appointed shall, on request:

- supply the Safety/ Environmental Officer with copies of minutes of all Health and Safety Committee meetings, whenever they are required to do so.
- supply the Safety/Environmental Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Mpumalanga Safety Officer of any changes thereto.

The *Employer*, or any person appointed by the *Employer*, may at any stage during the period of this contract:

- conduct health and safety and Environmental audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*;
- refuse any employee, Sub *Contractor* or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;

- Issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the *Employer's* Representative.

The *Contractor* immediately reports any environmental incident as well as any threat to the environment of which it becomes aware at the Works or on the Site to the *Employer's* Representative

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 as well as provisions in the Kriel Power Station Environmental Management System.

The *Contractor* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the MpumaCare Safety/Environmental Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety as well as Environmental arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub *Contractors* or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.

The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or Sub-*Contractors*, to the extent permitted by the OHSA.

The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expenses that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub *Contractors* and/or mandataries to comply with their obligations in terms of this clause 18, and/or the failure of the *Employer* to procure the compliance by the *Contractor* , its employees, agents, Sub *Contractors* and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.

In carrying out their obligation as the mandatory to the *Employer* for this contract in terms of the Kriel Power Station ISO 14001 Environmental Management System and applicable legal and other requirements associated with the Works, the *Contractor* ensures that they comply with the System requirements when Providing the Services or using plant, materials or equipment.

Transportation Of Passengers:

It is a legal requirement to provide safe transportation of Eskom and *Contractor* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belts for the number of passengers to be transported. No passengers may be transported on the back of a light delivery vehicle (ldv) whether open or closed.
- Tools and equipment must be properly secured.
- Only authorised drivers that comply with the road transport act, may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- The above must apply to on site and off site transportation of passengers.

SHEQ Induction Course

All the employees of the *Contractor* must attend a SHEQ induction course before they will be allowed to work on the emergency Site and vehicles. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.

Local Safety Procedures

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

Incidents / Accidents

- Incidents and accidents must be reported and investigated. All incidents must also be reported to the *Employer* within 4 hours.
- First aid must be made available by the *Contractor*. The availability of the *Contractor's* own first aid or environmental response does not relieve the *Contractor* of his obligation to report and investigate the incident.

Fire Prevention

Fire prevention and protection requirements to which the *Contractor* must comply.
Please ensure that there are personal trained to use fire equipment and all vehicles to have an extinguisher.

Protective Equipment and Clothing

- The *Contractor* supplies his own personal protective equipment and uniform necessary to carry out the Emergency medical rescue and fire fighting work.
- The *Contractor* is also responsible to inspect and maintain such equipment as required in terms of the OHS Act/ NFPA/ and Eskom SHEQ procedures.

Inspection of Equipment

- The *Contractor's* equipment is inspected by the *Service Manager* on arrival at the site.
- The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.
- If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment then it will not be approved for use on Site. A list of all emergency medical equipment and description of the equipment must be submitted to the *Service Manager* at least 2 days prior to the occupation date.
- All vehicles will be maintained so as to prevent any leakage or spillage of fluids
- Training of working at heights operators must comply with the Works Information and statutory requirements.

Documentation

The *Contractor* is responsible to have the following documentation available on site in accordance

- 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
- Copies of all relevant SHEQ procedures and associated documents

Risk Register

Category	Hazard Identification	What is the Root Cause of the Hazard?	What are the Consequences?
Threats and Intimidation of employees and Contractors by striking groups	Threats and Intimidation of employees and Contractors by striking groups	Striking groups / labour force	Death/Injury/Damage
Community Actions towards Kriel PS	Community	Unhappy community due to site rules or strikes	Death/Injury/Damage
Labour Unrest	Unrest	Unhappy labour due to IR issues or payments	Death/Injury/Damage
Militant Groups (Trade unions, youth league, striking work force, local community members)	Militant groups of people	Political issues	Death/Injury/Damage
Malicious damage to plant and property on site	People	Un happy labour due to IR issues or payments	Damage property and loss of production
Stone throwing	People	Un happy labour due to IR issues or payments	Damage / Injury / Death
Vehicle Driving	Vehicle accident	Recklessness / Poor judgement / human error	Death/Injury/Damage
Capabilities of Emergency medical Contractor on site	Capabilities of Emergency staff	Not fully trained staff lack of knowledge	losses of life / equipment and materials
Procedures not been adhered too	Understanding of procedures	Not sharing information or lack of training	losses of life/ equipment and materials
Arson	people	Unhappy labour due to IR issues or payments	Death/Injury/Damage
Assault	people		Death/Injury/Damage
Bomb and threats	people		Death/Injury/Damage
Working with Hazardous substances	Suffocation/poisoning/ Fire/explosion	Poor judgement/control/human error	Death/Injury/Damage
Theft of equipment and materials (including copper)	Equipment and materials un attended	Unattended or not secure plant	losses of plant and equipment and materials
Environmental	Air/water/ground pollution/waste/spills/d estruction	No PTW / Poor judgement / human error / EMP non-compliant	Disease/Injury/Pollution
Loading/unloading trucks	Sprain, Fall/trip/caught between	Poor judgement / human error	Injury/damage
Cigarette Smoking	Inhale smoke/fire/pollution	Human behaviour / human error/ignore smoking Policy	Disease/death
Explosions	Fire/explosion/leaks	Poor judgement / human error / poor storage practice	Death/Injury/Damage
Structural failure	Falling/struck by/breaking/caught between	No PTW / Poor judgement / Supervision / human error	Death/Injury/Damage

Category	Hazard Identification	What is the Root Cause of the Hazard?	What are the Consequences?
Radiation exposure	Exposure to passer-by/employees/operators	No PTW / Poor judgement / Supervision / human error	Death/Injury
Ergonomics	Manual handling/poor posture/lifting/pulling/computer work	Poor judgement / Supervision / human error / haste	Injury
Crushing	Falling/struck by/breaking/caught between	No PTW/Poor judgement/Supervision/human error	Death/Injury/Damage
Gas escape	Leak/fire/explosion	Mech. Failure/cracks/collision/corrosion/maintenance/Human error	Fire/explosion/Death/Injury/Damage
Liquid escape	Leak/fire/explosion	Mech. Failure/cracks/collision/corrosion/maintenance/Human error	Fire/explosion/Death/Injury/Damage
Entanglement	Caught by/entangled by objects	No PTW/procedure, Poor judgement/supervision/human error	Death/Injury/Damage
Cutting/stabbing/puncturing	Construction work/maintenance/repairs	No PPE/Poor judgement/poor supervision/human error/haste	Death/Injury/Damage
Dangerous animals	Animals	Snakes and spider can bite	Death/Injury
Shootings	Fire arms	Fire arms on persons could be used for robbery or forced entry	Death/Injury/Damage
Verbal abuse	People	Delays in access control	Injury
Traffic Control on the Construction site	Vehicle accidents	Human behaviour/human error/ignore procedure	Injury/damage
Roadway Narrowing/Gravel Traffic Control	Vehicle accidents	Human behaviour/human error/ignore procedure	Injury/damage

2.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Scope Of Work.

The *Contractor* shall comply with all provisions stipulated in the Kriel Power Station ISO 14001 Environmental Management System and ensure sufficient funding is allocated for in the Price List.

The following Documents are included (but may change from time to time due to review and/or operational requirements):

1. Kriel Environmental Policy (to be prominently displayed in all working areas)
2. Procedure for the Identification and Assessment of all Environmental Aspects and Impacts
3. Environmental Legal and Other Requirements (this will include all applicable Environmental Authorisations and Environmental Management Plans)
4. MpumaCare EMS Scope and Manual

5. Environmental Training, Awareness and Competence
6. Health, Safety and Environmental Communication Procedure
7. Identification and Application of Environmental Operational Controls
8. Environmental Performance Monitoring and Measurement Procedure
9. Handling of HSE Non-conformities and Corrective and Preventative Measures
10. Health, Safety and Environmental Incident Management Procedure
11. Health, Safety and Environmental Audit Procedure
12. Management Review Procedure

2.3 Quality assurance requirements

1. The *Supplier* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001:2008 certified or compliant thereto. Compliance with the provisions of this clause in no way relieves the Supplier of the final responsibility to furnish acceptable services.
2. The *Supplier* agrees to control and professionally preserve and store appropriate documents, records and recordings for a period of 5 years after termination of the agreement to guarantee the traceability of the services rendered and inspection thereof.
3. The *Supplier* agrees to regularly update and implement all the latest technology available as well as the necessary improvements for the installation, production and organisation deemed necessary to meet the requirements of the agreement and in order to enhance capabilities and effectiveness to deliver high quality, cost-effective security services.
4. The delivered or services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested MpumaCare requirements, without deviation.
5. The *Employer* shall have the right to regularly conduct inspections, assessments, audits and surveys and perform surveillance of the Supplier's and/or Sub-Supplier facilities, sites, premises, records and documentation (including but not limited to data books) to evaluate their capability to comply with the requirements necessary to conform to contractual and QMS requirements.
6. The *Employer* reserves the right to inspect, at reasonable times, any or all of the services performed at the Supplier's or Sub-Supplier's premises or elsewhere. Verification by MpumaCare shall not absolve the Supplier of the responsibility to provide acceptable product and / or services, nor shall it preclude subsequent rejection by MpumaCare.
7. The services must comply with the agreed specifications and requirements and the applicable directives and standards set out in the Contract. Defects notified by the *Employer* shall be remedied by the Supplier upon demand by the *Employer* without undue delay and at no extra cost. The Supplier shall continuously monitor and identify non-conformances, both internal and external, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence.
8. The *Supplier* shall further identify potential problems before they occur by identifying deviations in patterns or trends in product, service or process performance.
9. Nothing contained in the Contract and/or purchase order and/or scope of work and /or works information shall relieve in any way the *Supplier* from the obligation of Quality control thereof.
10. The *Supplier* guarantees that the Quality of the delivered services will comply with the requirements of the contract and/or relevant specifications.

11. The *Supplier* shall, on request, prove its ability to relate to the proposed scope of work which establishes the manner in which the *Supplier* intends to perform the Contract.
12. The *Supplier* shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can and will be achieved.
13. The *Employer* reserves the right to assess and measure, during the existence of the agreement the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all of them to confirm the Quality evaluation.
14. The identified professional personnel who will be managing the service will be available and accessible on a continuous basis until the conclusion of the project.
15. The *Supplier* shall demonstrate experience in comparable projects or specific aspects of the project and / or performance in similar projects, on request.
16. The Quality of the services and the contents thereof will always be in accordance with professional standards.
17. For the duration of the Contract, the professional staff managing the service, must be and remain a member of his/her Professional Society
18. The *Supplier* must, at all relevant times, scrutinise and be aware of MpumaCare's requirements with specific focus on, inter alia, its philosophy, principles, strategies, practises, mission, vision, models, policies and practises.
19. The Supplier shall exercise reasonable professional skill, care and diligence in the performance of his obligations in terms of this agreement.
20. On awarding of the Contract to the successful *Supplier*, such *Supplier* shall present to the *Employer* an acceptable Quality Control Plan (QCP). The QCP shall comply with the requirements of ISO 10005 and shall include, but not be limited to, the following clauses:
 - A description of the type, level and frequency of inspections performed by the *Supplier's* Quality Control monitor. These inspection reports shall be made available to MpumaCare, on request
 - Quality Control check lists used to conduct inspections which include, as a minimum, checks of equipment, uniform, attendance and/or compliance with sign in/out procedures, knowledge of and adherence to Duty Book requirements, knowledge of and adherence to screening equipment operating procedures, Resumes for all personnel appointed to serve as Quality Control monitors.
 - Scope of a Quality Plan, Quality objectives, Management responsibility, control of documents and data, Control of records, resources, Customer communication, Audits
21. On awarding the contract, the parties will each nominate to the other their Quality representative(s), in writing.
22. The *Supplier* shall use all methods deemed necessary to ensure that the Supplier's employees are in a constant state of awareness and readiness. MpumaCare employees regarding the fire fighter/ medics; professionalism, courtesy and knowledge of their assigned duties

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified

generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

3. Procurement

Note: This section will be updated upon contract award as per agreement between the 2 parties

Transformation – BBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Contractor is therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Contractor with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Contractor with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Contractor to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

Procurement Content

“Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Local Procurement Content	Eskom target
	100%

Procurement spends on entities with a minimum 51% black ownership

The contractor is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g., overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be **subcontracted** to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target
Black Owned	15%

Jobs

Type of Jobs to be created	Number

Type of Jobs to be retained	Number

Skills development

Contractor to develop skills of unemployed candidates in the country. Skills development is intended to address Eskom’s core, scarce and critical skills and scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa.

Skill type / Occupation	Eskom target	Entry Level	Output
Fire Fighters	04	N3 / Matric or Equivalent	Certificate

The process of developing these skills shall involve the participation by the contractor directly and through their supply network. In certain cases, the SETA’s accredited training providers can be approached to participate in developing critical and scarce skills.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The contractor is to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. The contractor is advised to approach the relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

4. Plant and Materials

Specifications

Ensure that all vehicles to be used on the site comply with road safety specifications.

The vehicles need to be in good working order and not older than 24 months with less than 50 000km. These vehicles would need to be approved before been used on site by the *Employer*.

All vehicles to have the companies logo on both doors and the vehicle needs to have a band of flashing lights attached to the roof so other vehicles on the road know that this vehicle is part of the emergency fleet for the site.

All vehicles need seat belts for all passenger's and driver.

SPECIFICATION

Title	Ref number	Rev	if publicly available	
Occupational Health and Safety Act and Regulations Act 85 of 1993	As per DOL website		Yes	

Correction of defects

If there is any plant or equipment that is defective or faulty this needs to be reported immediately and the items need to be repaired or replaced.

The *Contractor* is responsible for all loss of or damage to Eskom property in their possession.

Contractor's procurement of Plant and Materials

All other items to be procured where possible from local suppliers subject to pricing.

All purchases need to be discussed with the Service Manager and approved prior to placing orders.

Tests and inspections before delivery

N/A

Plant & Materials provided "free issue" by the Employer

Testing equipment that will be supplied by the *Employer*.

Working on the Affected Property Constraints

There are possible strikes due to labour unrest.

The site is with a perimeter of more than ten kilometres.

Reaction times need to be kept to a minimum.

Severe heat conditions during the summer months.
Rainy season (October to March) can result in flooding making access to remote areas difficult
Snakes have been found that can cause injury to people
There will be no power at the outlying areas.

Services and rules applicable

There are various site rules that are applicable.
Site instruction is issued as the site changes

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

The *Contractor* needs to adhere to all site rules.
Each employee needs to have a medical done prior to entering the site and obtaining an access permit.
Induction training needs to be carried out and all risks identified and discussed with the employees. Proof of this need to be attached to the request for access permit.
The *Employer* has a zero tolerance on substance abuses.
Vehicles need to be roadworthy at all times otherwise access to site is denied
Strict road rules are in place and need to be adhered to at all times under normal operation.
All staff needs to wear the appropriate PPE at all times on the site.

People restrictions, hours of work, conduct and records

- No employee is to work over the allowed working hours as per the law of the country. Any contraventions will be reported to the department of labour.
- All records of hours work need to be kept for audit purposes.
- The *Service Manager* shall have access to records at any time. These records may be needed when assessing compensation events.
- All personal files need to be up to date and a copy on Site showing proof of registration to HPCSA, disciplinary actions taken, attendance registers and leave taken etc.
- Psychological Profile/Test of personnel and medicals are required prior to coming on to the site and kept valid for the duration of the contract.
- All access cards need to be returned once the contract is complete or if any individual leave the employment of the *Contractor*. A levy of One Hundred Rand per card will be deducted from the invoice if the employee does not return the card. Retain proof of returning cards, signed by both parties.
- Ensure that all staff has signed a code of practice showing the penalties for breaches. This needs to be placed on personal file. Code of conduct to be displayed on notice boards at each guard house.
- There needs to be a parade prior to the shift starting to give a general brief of events from the last shift and to sign on staff.
- All staff has to have an access card and need to scan in for duty and off duty. Under no circumstance are EMS staff allowed to use their own cards to scan in other personal.

Health and safety facilities on the Affected Property

Safety and Environmental advisors on site that can assist on safety issues.

Environmental controls, fauna & flora

Would be covered in the Environmental Management System procedures and associated documents

Cooperating with and obtaining acceptance of others

Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

Note: that the *Contractor* needs to have contact with the local emergency services in case there are problems on the site.

Records of Contractor's Equipment

All equipment that is brought onto the site needs to be vetted by the *Service Manager* before using.

This needs to be in writing and signed for. A monthly audit will be conducted on this equipment.

Equipment provided by the Employer

The *Employer* will conduct a monthly inspection on all equipment provided to the *Contractor* for the service. Inspection sheets need to be signed off by both parties. Any defects need to be reported immediately to the *Service Manager*.

5. Site services and facilities

Provided by the Employer

The *Employer* will provide power, water, waste disposal, ablutions, fire extinguishers and lighting at the main buildings on the affected property. There will be no power at the outlying areas

Provided by the Contractor

The *Contractor* will be required to purchase the equipment as per the price list. All items at completion of the contract belong to the *Employer*.

The *Contractor* to provide:

- Computers and Printers for management staff and maintain these items.
- Cell phones for key personal workstations
- Stationary
- Kitchen equipment for tea and coffee
- Beverages for the shift (tea, coffee, sugar, food, milk, etc)
- Accommodation
- Staff transport from home to site and back after shift
- Trophies for Employee of the month, shift of the month
- Display board for the recognition at office

- Uniforms for personal including admin staff minimum of three sets.
- Magnetic signage for vehicles
- Torches, Rescue gloves, water bottle
- Personal protective equipment (hard hats, safety glasses clear vision, dust masks, earplugs, sun hats, safety boots, reflective jackets/vests (all weather jackets for rainy season))
- Specialise PPE (Bunker gear and Rescue gear) per employee
- Rope rescue equipment for employee

Control of noise, dust, water and waste

Please ensure that all waste is disposed of in the supplied bins if there are not sufficient please advise, so that additional bins can be made available

When patrols are in noisy areas, ear protection needs to be worn.

Water will be supplied but *Contractor* to distribute.

Dust could be a problem supply all staff with safety glasses (clear view) and dust masks when required.

If roads are an issue please advise the *Service Manager* for dust suppression of the roads.

Hook ups to existing works

If the *Contractor* requires using an existing tower for communications it need to be arrange with the *Service Manager*.

Tests and inspections

Description of tests and inspections

The Contractor needs to carry out the following testing

Calibration certification to be done yearly on equipment

Materials facilities and samples for tests and inspections

N/A

List of drawings

Drawings issued by the *Employer*

Not applicable