



NEC3 Term Service Contract (TSC3)

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

and

(RegNo.2018/515531/07)

for **Fire equipment service and maintenance**

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Enquiry No. MPMAJ10717GX

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

1.1 Offer

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

2 Fire Equipment Service and Maintenance

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 authorized, 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	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(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 organization)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

N/A

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*.

2.1 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

Majuba Power Station Manager

for the
Employer

**Eskom Holdings SOC Ltd
Private Bag X9001
Volksrust
2470**

(Insert name and address of organization)

Name &
signature of
witness

Date

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

2.2 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 authorized 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

Majuba Power Station Manager

Capacity

**Eskom Holdings SOC Ltd
Private Bag X9001
Volksrust
2470**

On behalf of *(Insert name and address of organization)*

(Insert name and address of organization)

Name & signature of witness

.....

Date

.....

C1.2 TSC3 Contract Data

3 Part one - Data provided by the *Employer*.

Clause	3.1 Statement	3.2 Data
1	3.3 General	3.4
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option:</p> <p>dispute resolution Option and secondary Options</p> <p>of the NEC3 Term Service Contract April 2013² (TSC3)</p>	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2: Changes in the law</p> <p>X17: Low service damages</p> <p>X18: Limitation of liability</p> <p>Z: Additional conditions of contract</p>
10.1	<p>The <i>Employer</i> is (name):</p> <p>Address</p> <p>Tel No.</p> <p>Fax No.</p>	<p>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</p> <p>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</p>
10.1	<p>The <i>Service Manager</i> is (name):</p> <p>Address</p> <p>Tel</p>	<p>Buyelwa Stuurman</p> <p>Majuba Power Station Private Bag x 9001 Volkstrust 2470</p> <p>017 799 3107</p>

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

Fax

e-mail

stuurmb@eskom.co.za

11.2(2)	The Affected Property is	Majuba Power Station
11.2(13)	The <i>service</i> is	Fire Equipment Service and Maintenance
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 day
2	The Contractor's main responsibilities	As stated in the scope of work
21.1	The <i>Contractor</i> submits a first plan for acceptance within	An agreed time between two parties
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	
4	Testing and defects	
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	Four weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6-month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question, then the rate for United States Dollars, and if no such

rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	As started in the scope
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7	Use of Equipment Plant and Materials	Work will be done at Majuba Power Station
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8	Risks and insurance	
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80.1	These are additional <i>Employer's</i> risks.	
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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.
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10	Data for main Option clause	
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A	Priced contract with price list	
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20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
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	The <i>exchange rates</i> are those published in [•] on [•] (date)	
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3.5	1	3.6	Data for Option W1	1
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W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]

Fax No. [•]

e-mail [•]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organization who will choose an arbitrator.	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation							
X1.1	The <i>base date</i> for indices is	[•].						
	The proportions used to calculate the Price Adjustment Factor are:	<table border="1"><tr><td>proportion</td><td>linked to index for</td><td>Index prepared by</td></tr><tr><td>1.00</td><td>non-adjustable</td><td></td></tr></table>	proportion	linked to index for	Index prepared by	1.00	non-adjustable	
proportion	linked to index for	Index prepared by						
1.00	non-adjustable							
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							
X18	Limitation of liability							
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						

X19	Task Order	The Task order must be issued 3 months before the work starts
X19.5	The <i>Contractor</i> submits programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public

domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the

Employer's procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

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

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

Z8 Notifying compensation events

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

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

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

Z12 Insurance

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

Insurance cover 83

83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment 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 li 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 Terrorism	Material Damage	Per the insurance policy document
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Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear license in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e., a level of 50% of the OEL, i.e., 0.1 regulated asbestos fibers 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 fibers 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 *Employer's 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 fibers, normalized to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

C1.2 Contract Data

4 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 like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise, complete by hand and in ink.

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

4.1 Clause	4.2 Statement	4.3 Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	10% 0%
11.2(14)	The following matters will be included in the Risk Register	SOW
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	SOW
21.1	The plan identified in the Contract Data is contained in:	Contract data
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job:	

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

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data including CVs) are in .

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in C2.2
11.2(19)	The tendered total of the Prices is R

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
1.	8 x Skid units	Year	5		
2.	2 x Generators	Year	5		
3.	3 x Floating Pumps	Year	5		
4.	2 x Carborundum Cutter	Year	5		
5.	1 x Chain Saw	Year	5		
6.	Battery Operated Jaws of Life (2 x spreaders, 2 x Cutters, 2 x Extension Rams)	Year	5		
7.	1 x K14 Bauer Kompressoren SCBA compressor (No. 5296-1786/7/1996 KB 3723a-994)	Year	5		
8.	3 x High expansion foam generators (1 x Turbex, 2 x Angus)	Year	5		
9.	2 x Telescopic light mast	Year	5		
10.	2 x Positive Pressure Ventilators	Year	5		
11.	1 x MSA Confined space rescue kit (tripod and winches)	Year	5		
12.	Lifting bags	Year	5		
13.	Ladders (1 x A-frame, 1 x single, 1 x 2-sectional and 1 x 3-sectional)	Year	5		
14.	6 x Fall Arrest System (FAS)	Year	5		
15.	Rope rescue equipment (11 x ropes, 7 x single pulleys, 7 x brake bars, 1 x rope grabber, 9 x carabiner) (load test and service)	Year	5		
16.	1 set of Res-Q-Jack Stabilization and lifting system	Year	5		
17.	12 x Crowcon gas test detector (calibration & mechanical repair) (6 monthly) W379213/01-011 and 15 x PSA Altair 4XR multi-gas detector	monthly	27		
18.	2 x heat stress monitors (calibration & mechanical repair)	Year	5		
19.	1 x TSI flow meter (calibration & mechanical repair)	Year	5		
20.	3 x flair thermal imaging cameras (calibration and mechanical repair)	Year	5		
21.	389 x Fire Hydrants	Year	5		
22.	188 Hose reels (24x50m Industrial & 164x 30m normal red hose reels)	Year	5		

23.	50kg wheeled fire extinguishers	Year	5		
24.	1302 x 9kg DCP portable fire extinguishers	Year	5		
25.	1 x 20kg Ansu Lt-A-101-50 fixed DCP unit	Year	5		
26.	3 x 9kg ceiling mounted fire extinguishers	Year	5		
27.	200 x 5kg CO2 fire extinguishers	Year	5		
28.	158 x 4.5kg DCP fire extinguishers	Year	5		
29.	277 x 2.5kg DCP fire extinguishers	Year	5		
30.	29 x 1.5kg DCP fire extinguishers	Year	5		
31.	2 x SAQCC technicians SANS 1475	Year	5		
32.	Foam test and certificate	Year	5		
33.	PPE for 2 x technicians. (FFP2 masks, safety goggles, safety boots with steel toe, multipurpose gloves, hearing protection)	Year	5		
34.	Hydrostatic test of all 2078 fire extinguishers as per SANS 1475	Year	5		
35.	Hydrostatic test 4 x 91. 8kg 54l steel cylinders for SCBA compressor	Year	5		
36.	Hydrostatic test 300 bar SCBA Cylinders (60 Carbon composite & 33 Steel)	Year	5		
37.	4 x Portable pumps (service)	Year	5		
38.	Supply One-piece grass firefighting suit (also known as a flight suit) (1 per employee: 5 employees)	Year	3		
39.	Supply Protective work gloves (firefighting gloves) (1 per employee: 5 x employees) (a. The protective work gloves (firefighting gloves) shall be in terms of, and certified according to, NFPA 1971 (Standard on Protective Clothing and Equipment for Structural Firefighting and Proximity Firefighting) or equivalent. b. The gloves shall be of natural colour.)	As and when required	5		
40.	Supply Protective hood (balaclava or flash hood) (1 per employee: 5 x employees) (a. The protective hood (firefighting balaclava or flash hood) shall be in terms of, and certified according to, NFPA 1971 (Standard on Protective Clothing and Equipment for Structural Firefighting and Proximity Firefighting) or equivalent. b. The protective hood shall be of natural or of cream colour, to the satisfaction of the customer.)	Year	2		
41.	Supply Protective firefighting goggles (1 per employee: 5 x employees) (a. The protective firefighting goggles shall	Year	3		

	be in terms of, and certified according to, NFPA 1971 (Standard on Protective Clothing and Equipment for Structural Firefighting and Proximity Firefighting) or equivalent. b. The frame of the protective firefighting goggles shall be grey or black.)				
42.	Supply Firefighter socks (3 per employee: 5 x employees) (a. Non-conductive, anti-static, and anti-bacterial socks shall be made from 100% cotton or 100% wool. b. The socks must be knee height and available in three different sizes, namely, small/medium, large/X-large, and XX-large/XXX-large. c. The socks shall be CKS 600 black.)	Year	5		
43.	Supply Protective veld firefighting footwear (1 per employee: 5 x employees) (a. The protective veld firefighting footwear shall be in terms of, and certified according to, NFPA 1977 (Standard on Protective Clothing and Equipment for Wild-land Firefighting) or equivalent. b. The same footwear will be suitable for the station wear ensemble. c. The shoes shall have a carbon fibre toe-cap. d. The protective footwear shall be black, in accordance with Eskom's Corporate Identity.)	Year	2		
44.	Supply Protective veld firefighting respirator (1 per employee: 5 x employees) (a. The protective veld firefighting respirator shall be in terms of, and certified according to, NFPA 1984 (Standard on Respirators for Wild-land Firefighting) or equivalent. b. The respirator shall be the same yellow as the one-piece grass firefighting suit.)	As and when required	3		
45.	Supply Protective veld firefighting helmet with neck shroud (1 per employee: 5 x employees) (a. The protective veld firefighting helmet with neck shroud shall be in terms of, and certified according to, NFPA 1977 (Standard on Protective Clothing and Equipment for Wild-land Firefighting) or equivalent. b. The protective veld firefighting helmet shall be yellow, in accordance with Eskom's Corporate Identity. c. The shield area in the front of the helmet shall display the Eskom Fire Risk and Emergency Management logo and shall be in accordance with Eskom's corporate identity. d. The Zero Harm slogan shall be stuck on	Year	1		

	by means of a vinyl sticker onto the left-hand side. e. The protective veld firefighting helmet shall have a reflective sticker with emergency numbers attached at the back.)				
46.	Supply Fire-resistant T-shirt (2 per employee: 5 x employees) (a. The fire-resistant T-shirt shall be from non-melting fabric (for example, silk, rayon, wool) and shall be worn underneath the BDU-style shirt. b. The shirt shall be corporate colour (grey) (CKS 129-188c).)	Year	5		
47.	Supply BDU-style shirt with ranks, embroidery and name tags (1 per employee: 5 x employees) (a. The BDU-style shirt shall be in terms of, and certified according to, NFPA 1975 or equivalent. b. The BDU-style shirt shall be appropriate for use in Arc Level 2 and 2a, respectively. c. The colours shall be navy blue (Pantone 19-3920). d. The shirt shall be fitted with IFRM reflective strips on the circumference of both sleeves on the inner upper arm of the jacket. e. The reflective strips shall be visible in the day and at night. f. The Eskom logo shall appear on the left-hand top side of the shirt in white and shall be in accordance with the Eskom corporate identity. g. The Zero Harm identification shall appear on the right-hand side of the sleeve of the top of the shirt and shall be in accordance with the Eskom corporate identity. h. The Eskom Fire Risk and Emergency Management logo shall appear on the right-hand-side chest, in line with the Eskom logo, and shall be in accordance with Eskom's corporate identity.)	Year	2		
48.	Supply BDU-style trousers (1 per employee: 5 x employees) (a. The BDU-style pants shall be in terms of, and certified according to, NFPA 1975 or equivalent. b. The BDU-style pants shall be appropriate for use in Arc Level 2 and 2a, respectively. c. The colours shall be navy blue (Pantone 19-3920). d. The pants shall be fitted with IFRM reflective strips on both legs above the knees. e. The reflective strips shall be visible in the day and at night.)	Year	2		
49.	Supply All-weather parka with embroidery and name tags (1 per employee: 5 x employees)	Year	2		

<p>(a. The jackets shall be insulated with pre-shrunk hollow cotton fibre 135 mgs, which is made of non-flammable material: the inner material shall be a tartan lining, 100% cotton, of a darkish colour, with the outer covering being pre-shrunk 100% soft woven fabric in accordance with SANS 1387-4, Material Type D59, flame-retardant (SANS 1423-1).</p> <p>b. The jacket shall be breathable, waterproof, with hood, have a removable polar fleece inner, and have retro-reflective and luminous trim.</p> <p>c. The jackets shall have one chest pocket and four side pockets. The side pocket shall be the bellows type with a side entry into another separate pocket and shall be 22 cm deep and 21 cm wide. d. The pockets shall have flaps with cut-off edges that can be fastened by means of nonconductive. press studs.</p> <p>e. Chest pockets shall be the bellows type – 15 cm deep and 14 cm wide.</p> <p>f. The jackets shall reach below the buttocks.</p> <p>g. The jackets shall have non-conductive press studs down the front on a double-panel strip as well as a non-conductive zip complying with SANS 1822 and be intact front and back.</p> <p>h. The sleeve cuffs shall have two non-conductive press studs at the end of the sleeve so that the size can be adjusted.</p> <p>i. The Eskom Fire Risk and Emergency Management logo shall appear on the right-hand-side chest, in line with the Eskom logo, and shall be in accordance with Eskom’s corporate identity.</p> <p>j. The stitching shall comply with SANS 10101.</p> <p>k. The thread used shall comply with SANS 1362.</p> <p>l. The jacket shall comply with the Eskom corporate identity requirements and shall be Eskom navy blue (Pantone 19-3920 as per corporate colour code) and lime yellow above the retroreflective and luminous trim.</p> <p>m. The thermal jacket to be fitted with reflective strips on both sleeves’ circumference on the inner upper arms.</p> <p>n. The Zero Harm identification shall appear on the right-hand side of the sleeve and shall be in accordance with Eskom’s corporate identity.)</p>				
<p>50. Supply Operational cap with kranks (1 per employee: 5 x employees) (a. The operational baseball-style cap shall be from wool-acrylic-blend material. b. The cap shall be Velcro-adjustable.</p>	<p>Year</p>	<p>1</p>		

	c. The cap shall have a reinforced front with the Eskom Fire Risk Management logo and shall be in terms of Eskom's corporate identity. d. The colours shall be navy blue (Pantone 19-3920)				
51.	Supply Black firemen step-out pants (4 employees)	Year	2		
52.	Supply 4 x White long sleeve shirts with provision for epaulets, embroidery, and name tags	Year	2		
53.	Supply 4x White short sleeve shirts with provision for epaulets, embroidery, and name tags	Year	2		
54.	Supply Black shoes (5 pairs)	Year	2		
55.	Supply black firemen knee length skirts (1 x employee)				
56.	Supply Black necktie for 4x males and black continental crossover tie for 1x female.	Year	2		
57.	Supply 5 x black formal caps with kranks (4 for males and 1 for female)	Year	2		
58.	Supply 5 x black formal caps with kranks (4 for males and 1 for female)	Year	2		
59.	Supply of 150 wall mounted regulation 7 First aid kit in white metal box with contents	As and when required	150		
60.	NFPA Approved industrial firefighting gear. (bunker gear)	As and when required	5		
61.	Belt, black, 50 mm wide, 4 mm thick, high-grain leather, nickel-plated double-prong buckle	Year	2		
62.	Structural firefighting boots	Year	5		
63.	Pressure tests all 60 x firefighting hoses	Year	60		
64.	Service 8 x firefighting nozzles	Year	8		
65.	service 4 x master streams	Year	4		
66.	service 2 x collecting breaches	Year	2		
67.	service 3 x dividing breaches	Year	3		
68.	Functional safety 5 x test fire helmets	Year	5		
69.	Functional safety test 5 pairs fire gloves	Year	5		
70.	Functional safety test 5 pairs fire boots	Year	5		
71.	Functional safety test 5 x flash hoods	Year	5		
72.	Functional safety test 5 x bunker pants	Year	5		
73.	Functional safety test 5x breathing masks	Year	5		
74.	Functional safety test 8 x Firefly sensible motion alarm for breathing apparatus	Year	8		
75.	Functional leak test 6 x Hazmat suit Class A	Year	6		

76.	Functional calibration and safety test 4 x Weather station	Year	4		
77.	Intrinsic safety test 3 x Hazmat non-spark spade	Year	3		
78.	Service or replace affected moving parts and critical components 2 x bolt cutters	Year	2		
79.	Supply, replace and install all fire safety signs and pictograms for all fire safety equipment (1278 x fire extinguisher and arrow signs, 370 x hose reel signs, 153 x fire hydrants signs, fire door stickers, 543 x fire door stickers)	As and when required	5		

The total of the Prices