



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 Emergency Response Service
Firefighting, Rescue Activities & Emergency Medical
Services at Generation Grootvlei Power Station, on a 24-
hour basis.]**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 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 Emergency Response Service (Firefighting, Rescue Activities & Emergency Medical Services at Generation Grootvlei Power Station, on a 24-hour basis .

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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*.

THE PROVISION OF EMERGENCY RESPONSE SERVICE (FIREFIGHTING, RESCUE ACTIVITIES & EMERGENCY MEDICAL SERVICES AT GENERATION GROOTVLEI POWER STATION, ON A 24-HOUR BASIS .

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.

THE PROVISION OF EMERGENCY RESPONSE SERVICE (FIREFIGHTING, RESCUE ACTIVITIES & EMERGENCY MEDICAL SERVICES AT GENERATION GROOTVLEI POWER STATION, ON A 24-HOUR BASIS .

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		
8		

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:	
	dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	
	Address	Grootvlei Power Station Private Bag x Grootvlei 2240
	Tel	
	Fax	
	e-mail	

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

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11.2(2)	The Affected Property is	Grootvlei Power Station
11.2(13)	The <i>service</i> is	The Provision of Emergency Response Services (Firefighting, Rescue Activities & Emergency Medical Services at Generation Grootvlei Power Station, on a 24 Hr Basis .
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Health and safety risks to staff, contractors and visitors. 2. Environmental risks including fauna and flora. 3. Statutory compliance.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 Week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 Week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	60
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	4 Weeks
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if</p>

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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	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	N/A
9	Termination	<p>Z15.1 The <i>Employer</i> will review the contract after twelve (12) months and reserve the right to reduce the number of people or to terminate the contract if the service is no longer required.</p> <p>Z15.2 The <i>Employer</i> reserves the right to cancel this contract by giving the <i>Contractor</i> 60 days written notice for non-conformance as a result of either non-delivery or delays on task order instructions, not meeting the key performance indicators including breach of any statutory requirements, legislation, contractual conditions and deliverables applicable to the execution of this contract, as amended from time-to-time as defined Table Z15.1.1.</p> <p>Z15.3 All non-conformances will be communicated with the <i>Contractor</i> within 48 hours from occurrence per event, both verbally and in writing. Review of service delivery will take place on a monthly basis during the <i>Employer's</i> Assessment, with results communicated to the <i>Contractor</i> within 7 days from date thereof.</p>

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Z15.4 An event can be described as any event, incident, request or non-conformance regardless of being an isolated, repeat, consecutive, non-consecutive, related or unrelated event.

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 Eskom panel of Adjudicators listed in Annexure B.	
	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. (See www.jointcivils.co.za)	
W1.4(2)	The <i>tribunal</i> is:	arbitration	
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.	
	The place where arbitration is to be held is	South Africa	
	The person or organisation who will choose an arbitrator		
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	
	- if the arbitration procedure does not state who selects an arbitrator, is		
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:	proportion	linked to index for
			Index prepared by

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		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		
X2	Changes in the law	<p>Company must adhere to any changes in legislation pertaining to the statutory requirements for the service provided</p> <p>Any non-compliance of the applicable legislation may lead to contract termination</p>		
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities	Other currency	Maximum payment in other currency
		[•]		
		[•]		
		[•]		
		[•]		
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)		
		<p>The items & activities will be paid in the other currency</p> <ul style="list-style-type: none"> - to a foreign Bank account nominated by the <i>Contractor</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date. <p>(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)</p>		
X13.1	The amount of the performance bond is	10% of the contract value, to be issued by the Contractor 2 weeks after the kick-off meeting		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Table 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	the amount of the deductibles relevant to the		

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	to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <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 in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/live/content.php?Item_ID=9248
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	[12] months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within 7 days of receiving the Task Order.
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [●] to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[●] months
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

The Provision of Emergency Response Service (Firefighting, Rescue Activities & Emergency Medical Services at Generation Grootvlei Power Station, on a 24-hour basis .**Z1 Cession delegation and assignment**

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to

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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

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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

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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	<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.

The Provision of Emergency Response Service (Firefighting, Rescue Activities & Emergency Medical Services at Generation Grootvlei Power Station, on a 24-hour basis .

person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service	
Liability for death of or bodily injury to employees of the Contractor 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 Employer is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

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

Z14 Asbestos

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

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

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

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Table C Low Services(damages)

Criteria	Weight	Unit	Target	Penalty 3%	Penalty 5%	Penalty 10%
Call-out response time	20%	Hrs	30mins	45min	1hr	1hr 30min
Non-conformance reports (NCR) issued to Contractor/ NCR Response overdue	10%	Number	0	1	2	3 & more6
Outstanding/ Non-Compliant PMs	10%	Number	0	1	2	3
SHEQ audit findings (Including Monthly Inspections of Fire Equipment's)	10%	Number	0	2	3	4 and above
DOH and HPCSA Non- Compliant	20%		0			Non-Compliant
CPD AND CPG Non-Compliant(HPCSA Non-Compliant)	10%	Number (Employee)	0	1	2	3 & more
Availability of Medical drugs for both ILS AND BLS	20%	Number	All			1

The Provision of Emergency Response Service (Firefighting, Rescue Activities & Emergency Medical Services at Generation Grootvlei Power Station, on a 24-hour basis .

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)¹ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

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

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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Experience:

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

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is R
C	Target contract with price list
11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is R
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in

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>	[•]

C2.1 Pricing assumptions: Option A

1. 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.

2. 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.

3. 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).

4. 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*:

- 1) Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- 2) Understands the function of the Price List and how work is priced and paid for;
- 3) Is aware of the need to link operations shown in his plan to items shown in the Price List;
- 4) 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;
- 5) 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.
- 6) 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.

4.1. Format of the *price list*

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

- 1) Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.
- 2) 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.
- 3) 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.
- 4) If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Section 1				
1.1	PRELIMINARIES AND GENERAL				
1.1.1	Site Establishment (placement of containers)	Sum			
1.1.2	Site De-Establishment (Removal of containers)	Sum			
1.2	Safety				
1.2.1	Inductions and medicals	Each			
1.2.2	Safety file	sum			
1.2.3	Emergency Services PPE(Combat trousers, combat shirt, winter jacket)	No.			
1.2.4	Mandatory PPE (dust mask, reflective vest, safety gloves, ear plugs, goggles, safety boots, hard hat)	No.			
1.2.5	Firefighting bunker gear (Bunker Trouser, Bunker Coat, Fire Gloves, fire boots, Fire helmet, balaclava) NFPA 1971	No.			
1.3	Ambulance Services				
1.3.1	Medical Consumables (as and when required) As per the scope of work.	Sum			
1.3.2	Ambulance retaining fee	Monthly			
1.4	Facilities				
1.4.1	Office container (12m) kitchen & boardroom	Monthly			
	Staff Accommodation	Monthly			
1.4.2	Cell phone allowance (Supervisors only)	Monthly			
1.4.3	Administration (Printer & desktop)	sum			

1.5	Transportation				
1.5.1	Travelling allowance(All Stuff)	km			
2	Section 2				
2.1	Labour-Normal Time				
2.1.1	Supervisor (2)	Hour			
2.1.2	Emergency Response Team (BLS with firefighting and rescue)	Hour			
2.1.3	Emergency Response Team (ILS with firefighting and rescue)	Hour			
2.1.4	Shift allowance				
2.1.5	Emergency Response Team (16)	Hour			
2.2	Standby allowance				
2.2.1	Supervisor (2)	Monthly			
2.2.2	Emergency Response Team (16)	Monthly			
2.3	Over Time (weekdays & Saturdays)				
2.3.1	Emergency Response Team (18) weekday	Hour			
2.3.2	Emergency Response Team (18) Saturday	Hour			
2.4	Over Time (Sunday)				
2.4.1	Emergency Response Team (18) Sunday	Hour			

The total of the Prices

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PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	19
	Total number of pages	20

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

1.1.1 The scope comprises of the following but is not limited to:

Operations must be provided on a 24-hour operation, 7 days a week basis, inclusive of a standby shift which will respond to Grootvlei Power Station including Vaal dam afterhours in no more than 30 minutes.

Services to be rendered at, and on behalf of Generation Grootvlei Power Station to include:

- a. Fire Fighting.
- b. Daily Fire Prevention Inspection & Fire Safety Services.
- c. Emergency Rescue (Trench Rescue, Confined Space Rescue, High Angle Rescue, Machinery Rescue, etc.).
- d. Respond to Mutual Aid Partners when called for assistance (as and when required).
- e. Emergency Medical Services (Intermediate Life Support and Basic Life Support).
- f. Transportation of Patients to Medical Facilities of appropriate level of medical care; and Emergency Medical Consumables and Oxygen.
- g. Maintenance and Inspection of fire Equipment's and first aid boxes.
- h. Daily Equipment inspection and submission of the Scheduled Work Orders.
- i. SHE Inspection
 1. Identification of SHE Risks.
 2. GEMBA Plant work/ Housekeeping.
 3. Plant Hazard, Identification and Risk assessment.

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

1.1.2 Fire Fighting

- a. Contract personnel must be trained in the following fire and hazmat competencies:
 1. Fire Fighter 1 and 2.
 2. HAZMAT Awareness and Operations.
 3. Code C drivers' license with PrDP.
- b. In addition to the above, additional fire training requirements includes:
 1. Fire Engine Pump Operators (Three per shift).
 2. Incident Commander (Two per shift)
- c. Eskom recognized the following registration bodies for the fire industry and therefore fire fighters must be registered members of at least one of the following institutes:
 1. SAESI (South Africa Emergency Services Institute) or.
 2. IFE (Institution Fire Engineers) or.
 3. FPCSA (Fire Professions Council of South Africa).

- d. The Service Provider shall supply all the necessary station uniform and fire and rescue PPE for their personnel , (Emergency services uniforms(Combat Trouser , Combat Jacket and Winter Jacket, safety gear-Mandatory PPE, Full bunker gear NFPA 1971 certified or equivalent) as per the Eskom 32-128 - Fire Fighting PPE Standard for Firefighters.
- e. Daily station routines, per shift shall include inspection, operational testing, cleaning, and basic frontline maintenance as follows:
 - 1. Ensure operational condition of fire response vehicles by conducting daily inspections and ensure that this Eskom vehicles are serviced by fleet management.
 - 2. Fire Station working areas and emergency fire, rescue, and medical equipment are in operational condition.
 - 3. Emergency medical equipment and consumables used on the Ambulance have not reached expiring dates.
- f. Always maintain emergency vehicles and equipment in a clean and operational conditions.
- g. Firefighting and medical emergency shall typically include but not be limited to:
 - 1. Structural firefighting, petrochemical , industrial firefighting, grass / veld fires and medical emergencies.
- h. Conduct monthly fire, rescue, and medical care skills training and/or scenario training with own contracted employees.
- i. Conduct special services as-and-when required to limit risk to people and damage to plant.
- j. Conduct fire training with Grootvlei ERT shifts on a four hours per month basis per shift, which could include classroom, practical and/or scenario training.
- k. Participate in Grootvlei Power Station emergency drills.
- l. Contractor Personnel must attend live firefighting training once every year at an approved and recognised institution, at the service provider's expense and proof of attendance must be shared with the Contract supervisor/ Manager.
- m. Eskom Generation Grootvlei Power Station will allow service providers ambulance to be washed , on Eskom's Car Washing Bay.
- n. Eskom Generation Grootvlei Power Station will supply fully equipped medium pumper fire engine.
- o. Eskom Generation Grootvlei Power Station will supply fully equipped veld fire skid unit vehicle.
- p. Eskom Generation Grootvlei Power Station shall be responsible for the scheduling of maintenance of operational fire and vehicles and the respective fire and emergency equipment.
- q. All personnel actively on shift including the standby team should reside not more than 10 Km radius from Eskom Grootvlei Power station.

1.1.3 Fire Prevention & Fire Safety Services

- a. Conduct daily plant fire prevention and fire safety inspections using structured check sheets supplied by the Employer.
- b. Conduct visual inspection of fixed fire protection systems, passive fire protection systems and portable fire equipment on scheduled frequencies. Report defects and safety deviations and 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.

1.1.4 Emergency Medical Rescue

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

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

1.1.5 Respond to Mutual Aid Partners when called for assistance.

- a. Grootvlei 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 Grootvlei 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-when required basis.
- b. Mutual Aid Partners include:
 - 1. Midvaal Fire Department
 - 2. Dipaliseng Fire Department

1.1.6 Emergency Medical Services

- a. Supply Emergency Medical Services (Level of Care) ILS and BLS levels of care in accordance with the respective HPCSA protocols: The service provider is responsible to ensure that the is an ALS as and when required, proof of agreement with the ALS must be shared with service manager at the beginning of the contact.
 - 1. Minimum of One ILS per shift with firefighting; rescue and hazmat qualifications over four shifts available for fire and ambulance duties (refer to Annexure A for details).
 - 2. Minimum of Four BLS per shift with firefighting; rescue and hazmat qualifications over four shifts for both fire and ambulance duties (refer to Annexure A for details).
- b. Maintain ILS medical rescue services with one fully equipped and registered ILS medical ambulance manned by one ILS and one BLS (four BLS in total per shift).
- c. All emergency care personnel must always maintain a valid HPCSA registration and minimum required CPD points and have done their CPG before they render emergency care to any patients under the service contract with Grootvlei Power Station. The service provider will be required to submit proof of HPCSA registration for all emergency care personnel in the beginning of every financial year on the 1st of April.

- d. The Service Provider must have a contract in place with a National Call Centre to give a back-up medical support if there are mass casualty incidents involving more than four critically injured persons or incidents of Structural collapse, Excavation collapse, Scaffold collapse, Bomb threats, and Natural disasters on the site. Proof of this contract must be shared with the service manager at the beginning of the contract.
- e. Conduct first aid training with Grootvlei ERT's shifts on monthly basis.
- f. Participate in Grootvlei Power Station emergency drills.
- g. Monthly inspection and reporting defects of all first aid boxes at Grootvlei Power Station including Vaal dam.

1.1.7 Transportation of Patients to Medical Facilities

- a. The Service Provider will supply one fully equipped and registered ILS medical ambulance on fulltime basis, and the ambulance service and vehicle must comply with the requirements of the Emergency Medical Service Regulations. Ambulance to be demarcated with reflective signwriting and fitted with audible and visual warning systems to be clearly recognized as a medical ambulance.
- b. All patients will be transported to the nearest medical facility with a level of care appropriate for the patient/s injuries and/or condition.
- c. If patients need to be transported to another medical facility in a neighboring Province, the contract supervisor needs to be notified of such action prior to transporting the patient.
- a. The Service Provider must provide all emergency medical consumables see Table 3 (not limited to) and oxygen cylinders required for emergency medical care under the respective HPCSA medical scope of work (Intermediate Life Support and Basic Life Support protocol).

1.1.8 The Service Provider must also ensure that daily checks on fire and medical equipment are done, and that equipment and consumables do not exceed their expiry dates.

1.1.9 Replacement of consumable stock Medical Consumables or Bill of Quantities

- b. Must take place a minimum of two (2) weeks prior to reaching the expiry date.

Table 1: Medical Consumables (The List of Consumables comprises of the following but is not limited to)

No	Example of Medical Consumables (Not limited to this list)	Quantity
1.	Adult BVM with masks and Paediatric BVM masks	4 Sets
2.	CPR mouthpiece	4 Sets
3.	Adult Nebulizer mask and Paediatric Nebulizer mask	4 Sets
4.	Adult Nasal Cannula	4 Sets
5.	Hard suction catheters	2 Sets
6.	Neonatal suction catheters No 5 and No 8	4 Sets
7.	Oxygen 50% premix apparatus complete	2 Sets
8.	Oropharyngeal airway no 000,00,0,1,2,3	4 sets
9.	10 litre O2 cylinder	2 Sets
10.	2 litre O2 portable cylinder	2 Sets
11.	Adult oxygen rebreather mask	4 Sets
12.	Paediatric oxygen rebreather mask	2 Sets
13.	Adult venturi mask	4 sets
14.	Paediatric venturi mask	2 sets

15.	Oxygen humidification device	1 Set
16.	Oxygen T piece	1 Set
17.	Administration sets 60 dropper and 10 dropper	15 Sets
18.	Range of syringes and needles	2 Sets
19.	Ringer's lactate	3 box
20.	Normal Saline	3 box
21.	Balsol	4 Sets
22.	Jelcos 14g,16,18g,20g,22g,24g	4 Sets each
23.	Tegaderm	2 Boxes
24.	Infusion flow regulator	5 sets
25.	3-way stopcock	2 Sets
26.	Artery forceps	2 Sets
27.	Needles ,16-gauge,20 gauge	10 sets
28.	Syringe 2ml,5ml,10ml ,20ml	2 boxes
29.	Regurgitation bags	4 sets
30.	Alcohol swabs and Gauze	4 box
31.	Elastic adhesive plaster roll	4 sets
32.	Antiseptic solution 100ml	4 sets
33.	Linen savers	15 sheets
34.	Gloves various sizes S,ML	2 box each
35.	Rolls adhesive tapes	5 Sets
36.	Scoop stretcher	1 Set
37.	Spine board	1 Set
38.	Head blocks and base plate	2 Sets
39.	Ambulance stretcher	1 Set
40.	KED Adult	1 Set
41.	KED Child	1 Set
42.	Traction splint adult	1 Set
43.	Traction splint child	1 Set
44.	Cricothyroid equipment	2 Set
45.	Blankets, Pillows and Sheets	5
46.	Space blankets	10 Sets
47.	Sphygmomanometer with adult cuff	2 sets
48.	Splint long and Short	5 Sets
49.	Stethoscope	2 Sets
50.	Digital thermometer	1 Sets
51.	Patient Monitor- Spo2,ECG, Nibp and temp	2 Sets
52.	ECG Defibrillator, ECG Gel, ECG Paper	1 Set
53.	Electrodes	1 Box
54.	Glucose monitors and HGT Strips. Glucose gel and powder	2 Sets
55.	Blood lancets	20 Sets
56.	Bed Pan	2 Sets
57.	Waste and sharps container	2 Sets
58.	Suction Unit Electronic and Manual Suction	1 Set
59.	Spider Harness	2 Sets
60.	Urine drainage bags	2 Sets
61.	Conforming Bandage 75mm and 100mm	20 Sets
62.	Wound dressings 100mm-100mm and 10mm-200mm	20 Sets
63.	Crepe Bandages 50mm,75mm,100mm	10 Sets
64.	Cotton wool roll	10 Sets
65.	Burn Shields all Sizes	6 Sets each
66.	Sealed Maternity packs	2 sets
67.	Rescue Scissors	4 Sets
68.	Reflective Vest , Safety Goggles and Helmets	5 Set
69.	PRF Book, Declaration of death book, RHT Book	5 Sets
70.	Medication/Medical Drugs- Berotec box, Ipratropium bromide box, Adrenaline box,	

Hydrocortisone , Methylprednisole, Naloxone, Thiamine, Pentroxifylurance, Glucagon, Asprin box, Glucose gel/Powder, Activated charcoal, Dextrose 50%, Magnesium Sulphate box
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2 Annexure A. Minimum Staffing Levels, Qualifications & Competencies

Position	Quantities	Shifts	Qualifications & Competencies
Supervisor	2	Day-Shift Monday-to-Sunday (Including standby)	<ul style="list-style-type: none"> ➤ Grade 12 or equivalent ➤ *HPCSA Registered Intermediate Life Support (ILS) with Four years' experience. ➤ *Fire Fighter 1 & 2 with three years' experience ➤ *Hazmat Awareness and Operations ➤ *Incident Command Course ➤ *Rope Rescue 2 ➤ *SCBA Training ➤ *Snake Handling ➤ *Vehicle extrication ➤ *Pump operator ➤ *SCBA Training ➤ *Confined space rescue training. ➤ *Code C Drivers Licence & PrDP ➤ *Computer literate ➤ *Report writing skills
Emergency Response Team members	16	24HRS/7 (Including standby)	<ul style="list-style-type: none"> ➤ *Grade 12 or equivalent ➤ *HPCSA Registered Intermediate Life Support (ILS) (One per shift) with two years' experience. ➤ *HPCSA Registered Basic Life Support (BAA)/(BLS) (three per shift) with two years' experience ➤ *Fire Fighter 1 & 2 with three years' experience ➤ *Hazmat Awareness and Operations ➤ **Incident Command Course(One per shift) ➤ *Rope Rescue 1, (three per shift) ➤ *Rope Rescue 2, (three per shift) ➤ **SCBA Training ➤ **Vehicle extrication, (three per shift) ➤ *Snake Handling shift (two Per shift) ➤ *Pump operator (two per shift) ➤ *Confined space rescue training (three per shift). ➤ *Code C Drivers Licence & PrDP per shift ➤ *Computer literate ➤ *Report writing skills
Total per shift	5		*Required
Total per Contract	18		**Advantageous

2.1 Employer's requirements for the service

Refer to scope of work ,under description of the services(Section 1)

2.2 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BU	Business Unit
LTD	Limited
HR	Human Resources
OBL	Outside battery limits
ALS	Advanced Life Support
BLS	Basic Life Support
EMS	Emergency Medical Services
EPP	Emergency Preparedness Plan
ER	Emergency Response
ERT	Emergency Response Team
FPCSA	Fire Professions Council of South Africa
GM	General Manager
HAZMAT	Hazardous Materials
HPCSA	Health Professions Council of South Africa
NFPA	National Fire Protection Association
SCBA	Self-Contained Breathing Apparatus
OH&S	Occupational Health & Safety
IFE	Institution Fire Engineers
ILS	Intermediate Life Support
Km	Kilometre
NFPA	National Fire Protection Association
SAESI	South Africa Emergency Services Institute
SHE	Safety, Health and Environment

3 Management strategy and start up.

3.1 The Contractor's plan for the service

- a) Subject to Clause 2.1 (1) the *Contractor* is required to submit a monthly services schedule within three (3) three working days, upon receiving of each task order to the *Employer's* representative, detailing the order and timing in carrying out the items of work

3.2 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on Thursdays at 11h00.	Security Boardroom	Employer & Contractor
Overall contract progress and feedback	Monthly on 25th of each month or closest date at 11h00.	Security Boardroom	Employer & Contractor
Monthly Invoice Assessments	Monthly on 25th of each month or closest date at 11h00.	Security Boardroom	Employer & Contractor
SHEQ Meetings	Monthly	Teams/ GVL Boardroom	Employer & Contractor
Contractor Forum	As and when required	Teams/ GVL Boardroom	Employer & Contractor
Standby Meetings	Weekly	Teams/ GVL Boardroom	Employer & Contractor

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.

3.3 Contractor's management, supervision and key people

Communication Plan

The *Contractor* shall be required to present a Communication Plan to the Employer's representative within 14 days from contract commencement date detailing the:

- a. Lines of communication including responsibility and authority
- b. Scope of communication and format
- c. Communication formats
- d. Communication schedule both internally and externally
- e. Communications schedule
- f. Services/ SOW information and control system
- g. Filing system (retrieval, storing and disaster recovery)

3.4 Documentation control

The Contractor implements comprehensive document control of all documents, their revision status and of the document status in relation to the final status 'as delivered'.

Commented [A1]: Verify with Nomonde (To Remove or not)

3.5 Invoicing and payment

- 1) Task orders will be issued by the Supervisor or Contracts Manager. The task order will indicate a specific activity required by the Employer as well as a completion date. If the task is not completed by the completion date, then delay damages will apply.
- 2) Within one week of receiving a payment certificate or assessment from the Service Manager or Contract's 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 Service Manager's payment certificate/assessment.
- 3) In terms of this contract, the Contractor assesses the amount due and applies to the Employer for payment. The Contractor applies for payment with a tax invoice addressed to the Employer as follows:

The Contractor shall address the tax invoice to

Attention: Accounts Payable
Grootvlei Power Station
Private Bag X
Grootvlei
2420

And include on each invoice the following information:

- Name and address of the Contractor and the Service/Contracts Manager;
- The contract number and title;
- Contractor's VAT registration number;
- The Employer's VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required);
- Other amounts to be paid to the Contractor;
- Less amounts to be paid by or retained from the Contractor;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- The Contractor to ensure that each task order is represented by its own invoice;
- Invoice date to be the same as the service entry date;
- Any deviations different from the contract pricelist.

The Contractor attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which has been completed.

3.6 Records of Defined Cost to be kept by the Contractor

- 1) Any data (electronic and hard copies) created by the Contractor in the execution of this contract remains the intellectual property of the Employer and as such shall not be re-used by the Contractor for any other purpose not pertaining to this service as required in this contract without the written permission of the Employer's Representative.

- 2) The Contractor must produce electronic back-ups/copies/hard copies of all data or materials created and submit to the Employer's Representative by the 25th of each month.
- 3) The Contractor is fully accountable for ensuring that back-up material is created, maintained and submitted on a monthly basis.

3.7 Insurance provided by the *Employer*.

In terms of clause 86.1 if the contractor if the contractor doesn't insure, the Employer may insure a risk which this contract requires the contractor to insure if the contractor does not submit a required certificate. The cost of this insurance to the Employer is paid by the contractor.

4 Health and safety, the environment and quality assurance

4.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements as specified below:

1. Safety

- a) The Contractor shall adhere to all OHS Legal requirements, OHS corporate policies, standards and procedures to which Eskom subscribes and as indicated on the issued SHE specification.
- b) The Contractor shall, when coming on site (Grootvlei Power Station), abide by the Life-saving Rules. These will be provided by the Employer on the start of the contract.
- c) The Contractor shall also abide by the Grootvlei High risk Safety, Health and Environmental Specifications 240-73418055, which will also be provided by the Employer.
- d) The Contractor shall, when coming on site (Grootvlei Power Station), make use of approved personal protective clothing such as overalls, safety shoes, safety hat, safety goggles, dust mask and gloves when necessary.
- e) The Employer follows an Incident management procedure (32-95) that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The Contractor is expected to fully cooperate to achieve this objective. The Contractor will report any incident and accidents to Grootvlei Power Station within 24 hours or before end of shift . This report does not relieve the Consultant of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.
- f) The Contractor implements a safety plan and maintains the safety system until the completion of the whole of the works. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the Employer's satisfaction and will be accepted prior to the commencement of any work.
- g) The Contractor will be subject to periodic audits by the Employer to ensure compliance with the plan. Any deviations will be corrected to the Employer's satisfaction.
- h) The Service Manager has the right to stop the Contractor's work activities which, in the opinion of Service Manager, is un-safe. The Contractor may only continue with work activities when all safety deficiencies have been corrected to the Service Manager's satisfaction. The Contractor shall have no claim against the Employer in respect of delay due to the above.
- i) The Contractor shall comply with the health and safety requirements contained in the contract tender package.

4.2 Environmental Requirements

- a) The contractor and or supplier shall have a documented and implemented environmental management system e.g. environmental policy, operational procedures relating to their activities, aspects/impacts register, awareness etc.
- b) The contractor shall comply with all Eskom Grootvlei Power Station environmental requirements such as policies, standards and procedures (work instructions).
- c) The contractor shall appoint personnel in writing with basic Environmental knowledge who will have the responsibilities of implementing all environmental/SHE requirements on a specific contract.
- d) Non-conformance, incident reporting and investigations shall be done by the contractor.
- e) Polluter pays principles shall apply to all *Contractors*. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land and the cost associated with that.
- f) Eskom Grootvlei Power Station shall issue non-conformances where there are deviations from Grootvlei Power Station Procedures and any other environmental requirements.
- g) Method statements related to activities that have significant environmental impacts (methodology and approach) illustrating how environmental impacts and risks will be managed.
- h) The contractor and or supplier shall allocate funds for the implementation of environmental requirements.
- i) Adherence to the 'Duty of Care' as stipulated in section 28 of the National Environmental Management Act 107 of 2008.
- j) All incidents shall be managed according to Eskom Environmental incident management procedure- **240-133087117**.
- k) Station Waste management procedure and colour coding shall be adhered to at all times.

4.3 Quality assurance requirements

- 1) The *Contractor* will be expected to implement a quality system (ISO 9001) and maintain the quality system until the completion of this contract. The *Contractor* will need to comply with the provisions of the ISO 9001.
- 2) The *Contractor* ensures that all plant and materials for the works are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.
- 3) The *Contractor* provides a Quality Control Plan (QCP) withhold points for the *Employer* for approval prior to commencement of work.
- 4) The *Contractor* will provide all relevant training records and the total of years' experience in the *Contractor's* possession to the *Employer* to verify the competency of all the key personnel.
- 5) The Contract Manager has the right to stop the *Contractor's* work activities which, in the opinion of Contract Manager, does not meet the requirements of the system. The *Contractor* may only continue with work activities when all deficiencies have been corrected to the Contract Manager's satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

Table D

Number	Title	Issued by
Act 85 of 93	Occupational Health and Safety Act	Contractor
Act No 93 of 1996	National Road Traffic Act	Government Gazette
Act No 15 of 1973	Hazardous Substances Act	Government Gazette
GVLIR0007/240-30008949	Safety, Health and Environmental Specifications for Contractors	Employer

Unique No: 32-93	Eskom's Standard for Vehicle safety specification	Employer
SANS 1475-1	The production of reconditioned fire-fighting equipment Part 1: Portable and wheeled (mobile) rechargeable fire extinguishers	SABS
SABS1737:2001	Self- Contained Breathing Apparatus	SABS
BULLETIN 80 / 2007	Tractor/trailer safety requirements	Employer
GG5 0462	Quality Requirements for Engineering & Construction Works in Generation	Employer
Directive 32-421	Cardinal Rules/Lifesaving Rules	Employer
32-136	Construction Safety, Health & Environment Management	Employer
GVLIR 0062/240-33767231	Permits Procedure	Employer
GVL 0391/240-39405713	Contract Quality Management	Employer
36-220	Generation Occurrence Management	Employer
36-681	Plant Safety Regulations	Employer
240-29806180	Grootvlei Power Station Emergency Preparedness Mobilization	Employer
GVLIR 0067/240-29091616	Non-Smoking Policy	Employer
Environmental Standard	ISO14001:2004	SABS
Quality Standard	ISO9001	SABS
32-123	Emergency Planning	Employer
GG5 0350	Generation Fire Risk Management	Employer
32-124	Fire Risk Management	Employer
32-128	Technical Specification for Personal protective clothing and equipment's for firefighters	Employer

4.4 People

4.4.1 Minimum requirements of people employed.

Refer to scope of work , under description of the services(Section 1)

5 Working on the Affected Property

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

a. Access to Site

- 1) The Contractor makes his/her own assessment of and allows in his/her rates for those access problems that may be encountered. No extra payment or claim of any kind is allowed on account of difficulties of access to the works, or for the requirement of working adjacent to or in the same area as others.
- 2) Access to site shall be in line with the Grootvlei Power Station's access procedure. The Contractor shall be required to make an application to enter site for the duration of the contract, including the warranty and defect period. A permit shall only be issued once the Contractor and his or her employees have attended the safety induction and has undergone medical checks.

- 3) All the assets must be declared and registered with security upon entering site. This includes portable assets such as laptops. The record must be kept on the OV18 form. No asset shall be removed from site if the OV18 form is not attached.
- 4) The Contractor shall have no claim against the Employer in respect of delay at the security main gate.
- 5) All Contractors' permits shall be returned to Protective Services on completion of the works.

b. Equipment

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

Off-loading and material handling equipment is not available on site and if required, is to be provided by the Contractor.

c. Site Regulations

- 1) Note that the speed limit on the site is 40 Km/h. The vehicle permits of any persons contravening any traffic act on site shall be cancelled.
- 2) The Contractor complies with the Grootvlei Site Regulations, a copy of which is available for perusal at the Contracts Manager's offices.
- 3) Any subject within the authority of the Contracts Manager may be addressed by a Site Regulation.
- 4) Before work starts on site, an inaugural meeting is held with the Contractor and the Contracts Manager to explain all requirements of the Site Regulations.
- 5) The Contractor is issued with a file of current Site Regulations on arrival. The file remains the property of the Contracts Manager and the Contractor is responsible for its maintenance and updating as revised regulations are issued by the Contracts Manager.
- 6) The Contractor allocates staff to be trained and authorised as Responsible Persons according to Employer's Plant Safety Regulations and/or High Voltage Regulations. These Responsible Persons are available on site as and when required to take out permits to work.

d. Permits

No work commences without the acceptance of the permit to work by the Contractor's responsible person and all workers sign the workman's register. The Contractor arranges for three people to be appointed as responsible persons for permit requirements. The plant safety regulations course can be done at any Eskom power station, but the practical course is Grootvlei specific.

e. Accommodation and Transportation

The Contractor provides his own accommodation and transport for all his employees engaged in the execution of the service. This includes the needs of his subcontractors. The cost for accommodation, as well as for transportation to and from site is included in the Prices. No accommodation is available at Grootvlei Power Station.

g. Security

- 1) The Contractor provides security necessary for the protection of the works at all times until the completion of the whole of the works.

- 2) The Contractor is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.
- 3) All persons entering the Grootvlei site pass through the control points at the main access gate and are required to have temporary permits that are issued to Contractor 's staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.
- 4) If any Contractor 's staff are transferred from Grootvlei or leave site, the person's permit is handed over to the Supervisor. The Contractor ensures that personnel leaving site are transported out of the security area and that the permit is returned.
- 5) No firearms, weapons, alcohol, illegal substances, and cameras are permitted on site. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.
- 6) No "private work" is carried out for or on behalf of any Eskom employee.
- 7) The generator area and the other units are barricaded and out of bounds and only authorised persons are permitted. Areas outside the site are out of bounds to the Contractor's staff.
- 8) Under no circumstances shall the Contractor recruit outside Grootvlei Power Station's security gate. An applicable local office for recruitment shall be used.

h. Safety

- 1) The Contractor implements a safety plan and maintains the safety system until the completion of the whole of the works. The plan, will as a minimum, contain PPE information, written safe working procedures, job specific risk assessments, safety meetings, etc. The plan will be to the Employer's satisfaction and will be accepted prior to the commencement of any work.
- 2) The Contractor will be subject to periodic audits by the Employer in order to ensure compliance with the plan. Any deviations will be corrected to the Employer's satisfaction.
- 3) The Contracts Manager has the right to stop the Contractor's work activities which, in the opinion of Contracts Manager, is un-safe. The Contractor may only continue with work activities when all safety deficiencies have been corrected to the Contracts Manager's satisfaction. The Contractor shall have no claim against the Employer in respect of delay due to the above.

Site : Grootvlei Power Station
Regional Authority : Dipaliseng Town Council, Mpumalanga Province
Nearest Towns : Balfour – 18km northeast of power station
Villiers – 30km south of power station
Heidelberg – 40km north of power station
There are informal settlements within a 10 km radius of the power station.
Infrastructure : Grootvlei Power Station is situated approximately 3km from the N3 highway and is connected to it by means of a tarred road. There is also a secondary tarred road connecting the site with the R51 and R53. Water is supplied to the adjoining township, and sewage is returned to the sewerage Works of the Dipaleseng Municipality.
400kV and 88kV power lines cross the existing road network in the area.
Latitude & longitude : 26° 46' S & 28° 29' E
Landowner : The power station is situated on the farm Grootvlei Power Station, ERF 458 IR, Title deed number CCT50784/1983. Eskom is the landowner.
River catchment : Upper-Vaal

Regional Climate Grootvlei Power Station is situated on the Highveld in the western part of Mpumalanga province on the escarpment, at an average height of 1551 m above sea level. The winters are generally dry and cold with regular frost and temperatures varying between -7°C and 23°C. The summers are mild with most of the rainfall occurring during this season. Temperatures vary between 12° & 32° C.

Wind direction Data from the Heidelberg weather station shows that Grootvlei Power Station is sited in such a way that for most of the year (291 days) the wind direction is from the power station in a direction that is North West.

Rainfall Based on information recorded at the Heidelberg weather station, the average annual rainfall for the Heidelberg area is approximately 691 mm. (Weather Bureau, Pretoria)

5.2 Site services and facilities

5.2.1 Provided by the *Employer*

a. Ventilation

The *Contractor* shall make his/her own allowance for adequate ventilation of the *works*. Claims of any nature relating to insufficient ventilation are not considered.

b. Lighting

Temporary local lighting in accordance with the requirements of the Factories Inspector shall be provided by the *Contractor* at his own expense. No local lighting will be provided by the *Employer*, except for the lighting provided for sandblasting facilities.

c. Compressed Air

The *Contractor* provides at his own cost compressed air for the *works*. The variation of pressure in the air supply and or breakdown in the supply shall not be grounds for an extension of time or compensation if it causes a delay.

d. Water

- 1) The *Contractor* provides, at his own cost, all connection fittings, pipe work, temporary plumbing and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required.
- 2) The *Contractor* is responsible to maintain these facilities and to remove it at completion of the whole of the *works*.
- 3) The *Contracts Manager* does not guarantee continuity of supply and the *Contractor* makes his own provision for standby supplies to maintain continuity of work. Claims of any nature relating to discontinuity of water supply are not considered.

e. Telecommunication

The *Contractor* provides his own telecommunication facilities at his own cost.

f. Medical Facilities

Medical Facilities on site do not cater for *Contractors*. The *Contractor* provides, at his cost, Medical Facilities to his employees.

g. Roads

Main access roads are surfaced and complete and may be used by the *Contractor* with the necessary care. The *Employer* maintains the site roads, described above, to a fair condition. Any costs incurred by the *Contracts Manager* from damage caused to underground services, structures and the like as a result of the *Contractor* not using the prescribed routes, is recovered from the *Contractor*.

The *Contractor* provides temporary access points from the prescribed routes and roads to the points where the *Contractor* is required to perform work, having first obtained permission in writing from the *Supervisor*.

h. Sanitary Facilities

All the *Contractor's* personnel are expected to make use of the Station Terrace sanitary facilities. The *Contractor* provides additional facilities as required at his/her own cost.

i. Safety and Accident Prevention

- 1) The *Contractor* will be familiar with and comply with Grootvlei Power Station's safety policies and procedures. Furthermore, the *Contractor* will comply with the provisions of the Occupational Health and Safety Act and in particular, the provisions of the Construction Regulations.
- 2) The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a re-occurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Contractor* will report any incident and accidents to Grootvlei Power Station before end of the shift.

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

j. Confidentiality

This document in its entirety is for the sole use of the *Employer*. No part of this document may be discussed, distributed, disseminated, copied or transmitted in any form to any third party without the prior consent of the *Employer*. All the documents used in the project shall remain *Employer's* property.

5.2.2 Provided by the Contractor

Refer to Works Information.

5.3 Control of noise, dust, water and waste

As specified in the works information

5.4 Hook ups to existing works

None identified.

5.5 Tests and inspections

5.5.1 Description of tests and inspections

Refer to scope of work ,under description of the services.

5.5.2 Materials facilities and samples for tests and inspections

Refer to scope of work ,under description of the services.

6. IBI Training

The *Employer* will provide Integrated Business Improvement (IBI) training to the Contractor. The *Contractor* must adhere to his/her SHE policy. The *Contractor* to perform a risk assessment at the start of an activity.

7 List of drawings

7.1 Drawings issued by the Employer.

This will be issued as per request by the Contractor.