

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS



NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC LIMITED**
(Reg No. 2002/015527/06)

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

for NATIONAL KEY POINT (NKP) ARMED SECURITY
SERVICES AT ARNOT POWER STATION FOR A
PERIOD OF 60 MONTHS STARTING FROM 01 MAY
2023

Contents:	No of pages
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Part C2 Pricing Data	
Part C3 Scope of Work	

CONTRACT No.

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
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C1.1 Form of Offer & Acceptance

Offer

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

Provision of armed physical Security Services that include Static Guarding, Access control and Patrols for a period of sixty (60) months starting on 01 April 2023

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.

Option E	The offered total of the Prices exclusive of VAT is	R
Option E	The first forecast of the total Defined Cost plus the Fee 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:

Name & _____
(Insert name and address of organisation)

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*.

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signature of
witness

Date

Tenderer's CIDB registration number:

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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

Name & signature of witness _____
(Insert name and address of organisation)
 Date _____

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

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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	[•]Additional Labour or Equipment or vehicles	[•] any addition of labour or other items not listed in pricelist will be paid separately

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	
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option:</p> <p>_____</p> <p>dispute resolution Option</p> <p>and secondary Options</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</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>X19: Task Order</p> <p>X20: Key performance indicators</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
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>C.J.F Grobler</p> <p>Arnot Power Station P/Bag X 02 RIETKUIL 1097</p> <p>0132979358</p>

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

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Fax

e-mail

Groblecj@eskom.co.za

11.2(2)	The Affected Property is	The security controlled areas of Arnot Power Station.
11.2(13)	The <i>service</i> is	National key point (NKP) armed security services at Arnot Power Station for a period of 60 months starting on 01 April 2023
11.2(14)	The following matters will be included in the Risk Register	All risk will be identified prior and addressed and registered during the Risk Register meeting that will take place as agreed between the parties
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	Maximum 5 working days.
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract start Date.
3	Time	
30.1	The <i>starting date</i> is.	01 May 2023
30.1	The <i>service period</i> is	60 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	25th of every month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 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

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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	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	<ol style="list-style-type: none"> 1. Use of untrained personnel. 2. Budget exhaustion and late invoicing. 3. Exceeding speed limit and use of faulty and inappropriate vehicles. 4. Strikes and or riots. 5. Use of wrong or incorrect PPE and or fire arms. 6. Penalties and termination of contract, pre compliance notices. 7. Injuries and exposure to skin, toxic, corrosive and flammable. 8. Firearm related incidents
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<i>As stated for in the Employer`s Annual Construction All Risk Insurance Policy (Format A) available on request from Eskom Group Insurance.</i>
83.1	The <i>Employer</i> provides these additional insurances	<i>As stated for in the Employer`s Annual Construction All Risk Insurance Policy (Format A) available on request from Eskom Group Insurance.</i>
83.1	The <i>Contractor</i> provides these additional	

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	insurances:	
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	The amount of the deductibles payable in terms of the event described in the Employer`s Annual Construction All Risk Insurance Policy (Format A) available on request from Eskom Group Insurance.
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	Amount of contract value
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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
	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of

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W1.4(5)	<p>Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</p> <p>The place where arbitration is to be held is South Africa</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is <p>The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>
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12 Data for secondary Option clauses

X1	Price adjustment for inflation
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X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p> <table border="1" style="margin-left: 20px;"> <tr> <td style="text-align: center;">proportion</td> <td style="text-align: center;">linked to index for</td> <td style="text-align: center;">Index prepared by</td> </tr> <tr> <td style="text-align: center;">0.</td> <td style="text-align: center;">non-adjustable</td> <td></td> </tr> <tr> <td style="text-align: center;">1.00</td> <td></td> <td></td> </tr> </table>	proportion	linked to index for	Index prepared by	0.	non-adjustable		1.00		
proportion	linked to index for	Index prepared by								
0.	non-adjustable									
1.00										

X2	Changes in the law	This will apply whenever there is a change in the common law.
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X17	Low service damages
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X17.1	<p>Any damages that are caused by the <i>Contractor</i> will be deducted from the <i>Contractor</i> during assessment. Below is a table with the risks and penalties:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO</th> <th style="width: 30%;">Risk</th> <th style="width: 30%;">Effect</th> <th style="width: 35%;">Penalties</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Failure to provide qualified Site Personnel as per the technical evaluation criteria and price list.</td> <td>Non-compliance to the signed contract agreement which will lead to NKP, SAPS and PSIRA law, Environmental Contravention, Safety Contravention and Contract Law Contravention.</td> <td>A day's hourly rate to the unqualified Person on site from the 1st day he or she was on site. The Person on site to be replaced immediately.</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Poor housekeeping identified by the <i>Employer</i> at any moment.</td> <td>Affect station housekeeping and non-compliance to the law.</td> <td>A day's hourly rate to the Site Manager, Site Safety Officer, responsible Site Supervisor and the cleaner allocated for that area.</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>Any safety, firearm related or Environmental incidents.</td> <td>LTI's due to negligence.</td> <td>Early warning and NCR.</td> </tr> <tr> <td style="text-align: center;">8.</td> <td>Failure to provide PPE safety gear on time to Site Personnel.</td> <td>NKP, SAPS, PSIRA law and Safety Contravention.</td> <td>R200 a day of delay.</td> </tr> <tr> <td></td> <td>Delays on submitting the revised plan by the <i>Contractor</i> after 07 days of written</td> <td>Non-compliance to the law and delay to the completion of the task.</td> <td>R200 a day of delay.</td> </tr> </tbody> </table>	NO	Risk	Effect	Penalties	1.	Failure to provide qualified Site Personnel as per the technical evaluation criteria and price list.	Non-compliance to the signed contract agreement which will lead to NKP, SAPS and PSIRA law , Environmental Contravention, Safety Contravention and Contract Law Contravention.	A day's hourly rate to the unqualified Person on site from the 1 st day he or she was on site. The Person on site to be replaced immediately.	3.	Poor housekeeping identified by the <i>Employer</i> at any moment.	Affect station housekeeping and non-compliance to the law.	A day's hourly rate to the Site Manager, Site Safety Officer, responsible Site Supervisor and the cleaner allocated for that area.	5.	Any safety, firearm related or Environmental incidents.	LTI's due to negligence.	Early warning and NCR.	8.	Failure to provide PPE safety gear on time to Site Personnel.	NKP, SAPS, PSIRA law and Safety Contravention.	R200 a day of delay.		Delays on submitting the revised plan by the <i>Contractor</i> after 07 days of written	Non-compliance to the law and delay to the completion of the task.	R200 a day of delay.
NO	Risk	Effect	Penalties																						
1.	Failure to provide qualified Site Personnel as per the technical evaluation criteria and price list.	Non-compliance to the signed contract agreement which will lead to NKP, SAPS and PSIRA law , Environmental Contravention, Safety Contravention and Contract Law Contravention.	A day's hourly rate to the unqualified Person on site from the 1 st day he or she was on site. The Person on site to be replaced immediately.																						
3.	Poor housekeeping identified by the <i>Employer</i> at any moment.	Affect station housekeeping and non-compliance to the law.	A day's hourly rate to the Site Manager, Site Safety Officer, responsible Site Supervisor and the cleaner allocated for that area.																						
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	Delays on submitting the revised plan by the <i>Contractor</i> after 07 days of written	Non-compliance to the law and delay to the completion of the task.	R200 a day of delay.																						

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		instruction by the <i>Employer</i> .		
	9.	Unavailability of any work equipment as per the price list due to negligence or poor planning by the <i>Contractor</i> .	Non-compliance to the law and delay to the completion of the task.	R500 a day depending on the equipment that is unavailable.
	11.	Unavailability of personnel due to poor planning for leave absence *daily staff attendance to be more than 90% failure to do that will be penalised*	Poor contract performance due to the shortage staff.	Hourly rate for any absence.
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to		R0.0 (zero Rand)	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to		the amount of the deductibles relevant to the event described in the "Format A" (Annual Construction All Risk Insurance Policy available on request from Eskom Group Insurance	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to		The greater of <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 request from Eskom Group Insurance 	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to		the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • 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 	

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		<ul style="list-style-type: none"> • Infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	At the end of each shift cycle
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Seven days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

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- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 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.

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS**Z7 Health, safety and the environment: Add to core clause 27.4**

Z7.1 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 and must comply with the provisions of the HCS Regulations in GNR 1179 of 25/08/1995 as amended in 2003.

Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 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.

Z8.2 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.

Z8.3 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.

Z9 Notifying compensation events

Z9.1 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.

Z10 Employer’s limitation of liability

Z10.1 The *Employer’s* liability to the *Contractor* for the *Contractor’s* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 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.

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 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.

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

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

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS**Z14 Asbestos**

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

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

Z14.1 The *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.

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- 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.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the Employer's "works" type policy which may be in place for the Employer's portion of the Affected Property concerned or against the Employer's assets policy which may be in place for the Employer's portion of the Affected Property concerned, or both.

1. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
2. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers.
3. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
4. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures available on request from Eskom Group Insurance .
5. Further information and full details of all Eskom provided policies and procedures may be obtained from Eskom Group Insurance :

C1.2 Contract Data

Part two - Data provided by the Contractor

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field 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:	

³ 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 _____

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee
Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Service Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

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Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

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

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd	(the <i>Employer</i>) and
{Insert registered name and address of the Contractor}	(the <i>Contractor</i>), for
{Insert details of the works from the Contract Data}	(the <i>works</i>).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

.....

.....

.....

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS**Pro forma Performance Bond – Demand Guarantee (for use with Option X13)***(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)*

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

Reference No. [●] *[Drafting Note:
Bank reference
number to be inserted]*

Date:

Dear Sirs

Performance **Bond – Demand Guarantee**: *[Drafting Note: Name of Contractor to be inserted]*

Project [] Contract Reference: *[Drafting Note: Contractor contract reference number to be inserted]*

In this Guarantee the following words and expressions shall have the following meanings:-

1. "Bank" - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
1. "Bank's Address" - means [●]; *[Drafting Note: Bank's physical address to be inserted]*
1. "Contract" – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*
1. "Contractor" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Contractor to be inserted]*
1. "Eskom" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
1. "Expiry Date" - means the earlier of
 - the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
1. "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
1. "Services" - means [insert as applicable].

At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

1. be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;
1. state the amount claimed ("the Demand Amount');

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

1. state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.

Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

1. is and shall be absolute provided demand is made in terms of this bond in all circumstances; and

1. is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

The Bank's obligations in terms of this Guarantee:

1. shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

1. shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.

Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.

Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.

This Guarantee:

1. shall expire on the Expiry Date until which time it is irrevocable;

1. is, save as provided for in 0 above, personal to Eskom and is neither negotiable nor transferable;

2. shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

3. shall be regarded as a liquid document for the purpose of obtaining a court order; and

4. shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

5. Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.

The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

Pro forma ASGI-SA Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

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

Reference No **[●]** *[Drafting Note:
Bank reference
number to be inserted]*

Date:

Dear Sirs

Pro-Forma ASGI-SA Guarantee: *[Drafting Note: Name of Contractor to be inserted]*

Project [] Contract Reference: [●] *[Drafting Note: Contractor contract reference number to be inserted]*

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
 - 1.2 “Bank’s Address” - means [●]; *[Drafting Note: Bank’s physical address to be inserted]*
 - 1.3 “Contract” – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*)
 - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Contractor to be inserted]*
 - 1.5 “Contractor’s ASGI-SA Obligations” – means the *Contractor’s* ASGI-SA Obligations under and as defined in the Contract.
 - 1.6 “Employer” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30.
 - 1.7 “Expiry Date” - means the [●] day of [●] 200[●]; *[Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]*
 - 1.8 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
 - 1.9 “Project” – means the
2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor’s* ASGI-SA Obligations and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
 - 3.1 state the amount claimed (“the Demand Amount”);
 - 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 0 above, personal to the *Employer* and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

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

The conditions of contract

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (TSC3) core clauses and Option A states:

Identified and defined terms 11 11.2

(12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- Where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

entering into this contract.

- 1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.
- 2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- 3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.
- 4 Hence the Prices and rates tendered by the *Contractor* in the *price list* 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 The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 73 of the TSC3 Guidance Notes)

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

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

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

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

NATIONAL KEY POINT (NKP) SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

C2.2 the *price list*

Refer to the attached BOQ

The total of the Prices

--

THE CONTRACTOR TO PLEASE NOTE OF THE FOLLOWING:

- All the rates and prices will be assumed to be fully inclusive of everything necessary (such as correct labour rates, full pay for public holidays for non-shift workers, any allowances, any bonuses, accommodation, etc.) in order to provide the service as described at the time of entering into this contract.
- The *Contractor* is obliged to meet the monthly cost obligations including the payment of salaries for the site staff and equipment and that no work stoppages will happen due to insufficient funds.
- Employees will be paid according to the number of hours worked.
- Invoices will be paid according to the services rendered where a proof of PPE issued, detailed assessment, vehicle check-sheets, etc. to accompany the assessment, not according to the contract value.
- THE LAST ASSESSMENT CAN ONLY BE PAID AFTER THE EMPLOYER HAS IDENTIFIED DEFECTS FOR RENOVATIONS of the office and storeroom buildings i.e. paint inside the walls, fix all the air-conditioners, fix the broken cupboards, fix the broken tables and chairs, fix the broken doors with their handles, fix the building floors, and fix any other defect that may be found in the buildings. All this work to commence at least 04 weeks before the contract expiry date.
- All planned overtime (weekends, stay-on and public holidays) to be pre-approved by the *Employer's* rep. before work can commence otherwise it will not be paid by the Employer and all call-out to be signed by the Shift Manager on duty and records to be kept for time capturing.
- Pro-rata will be used in case where any equipment was not on site for the whole monthly, VERY CLEAR, FULLY COMPLETED LOG BOOKS for time capturing in order to avoid delays during assessment.
- AT LEAST 01 FIRST AIDER AND 01 SHE REP IS NEEDED FOR THE DURATION OF THE CONTRACT, TRAINING TO BE DONE WITHIN THE FIRST 03 MONTHS OF THE APPOINTMENT DATE AT THE *CONTRACTOR'S* COST. THERE AFTER CLAUSE X17.1 NUMBER 2 WILL APPLY WITH IMMEDIATE EFFECT.
- Uniform items must be kept clean; neat and good condition at all times and must be functional in terms of the environment where security staff is deployed.
- Where quantities are not mentioned for PPE or uniform the *Contractor* will determine by itself.
- All PPE with visible company logo to be issued no later than 07 working days after awarding of the contract.
- The *Contractor* ensures stringent record keeping of all persons on site, sick and on leave and only hours worked will be paid.
- Security companies shall pay security guard at least the minimum wage specified on the Sectorial Determination, of the Private Security Sector, South Africa. Register all security guards with the Department of Labour: UIF, COID and provident fund.
-

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

ESTIMATED NUMBER OF PEOPLE AND EQUIPMENT NEEDED FOR THE DURATION OF THE CONTRACT

POSITION	NUMBER OF PEOPLE	FREQUENCY
Site Security Supervisor Grade B NKP (<i>working shifts</i>)	2	Daily (including weekend, public holidays and call-outs working – as and when required).
Site Security Officer Grade C NKP (<i>working shifts</i>)	60	Daily (including weekend, public holidays and call-outs working – as and when required).
NAME OF EQUIPMENT	Amount	FREQUENCY
4 X 2, single-cab LDV for patrolling purposes.	two	Daily
Combi	One	Daily

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

Part 3: Scope of Work

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	63
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	64

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

C3.1: EMPLOYER'S SERVICE INFORMATION

Executive summary	Error! Bookmark not defined.
1. Introduction	Error! Bookmark not defined.
2. Supporting Clauses	Error! Bookmark not defined.
2.1 Scope	Error! Bookmark not defined.
2.1.3 Purpose	Error! Bookmark not defined.
2.1.3 Applicability	Error! Bookmark not defined.
2.2 Normative/Informative References	xxii
2.2.3 Normative	xxii
2.2.3 Disclosure Classification	Error! Bookmark not defined.
2.3 Abbreviations	Error! Bookmark not defined.
2.4 Roles and Responsibilities	Error! Bookmark not defined.
2.5 Process for monitoring	Error! Bookmark not defined.
2.6 Related/Supporting Documents	Error! Bookmark not defined.
3. Authorisation	Error! Bookmark not defined.
4. Revisions	Error! Bookmark not defined.
5. Development team	Error! Bookmark not defined.
6. Acknowledgements	Error! Bookmark not defined.

Executive summary

The *works* for this contract addresses the ***NKP security guards and clerks*** that will cater for the NKP security services for the entire operation of Arnot Power Station and other area as required by the *Employer*.

The *Contractor* will be required to supply manpower, equipment, safety equipment and personal protective equipment (PPE) to be able to service the needs of the power station.

Part of the responsibilities will be daily and forward planning, managing and directing security services activities, have qualified and continuous supervision, manage the entire operation of Arnot Power Station or any other emergency or urgent request.

1 Introduction

The provision of security services across all the sites under the Management of Arnot Power Station has different dynamics associated with the specific sites, security measures in place and location makes the provision of security services essential to safeguard all these areas. Losses affect directly on Production, Safety or the environment. Eskom Security personnel are not sufficient to safeguard all areas therefore the services of an external Service provider are needed.

2 Supporting clauses:

2.1 Scope

A detailed scope of work is in this document

2.1.3 Purpose

The purpose of this contract is to ensure Arnot Power Station is protected as required by the NKP act, Act 102/1980 and to give clear guidelines of how the service must be rendered

2.1.4 Applicability

This document covers all areas in and around Arnot Power Station that must be secured according to the Security plan

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS**2.2 Normative/Informative References****2.2.1 Normative**

- [1] Act 60 of 2000, Firearms Control Act and Regulations
- [2] Act 102 of 1980, National Key Points Act, section 10
- [3] Act 53 of 1985, The Control of Access to Public Premises and Vehicles Act
- [4] Act 31 of 2002, The Immigration Act
- [5] Act 6 of 1959, The Trespass Act
- [6] Act 51 of 1977, Criminal Procedure and Law of Evidence
- [7] Act 92 of 1982, Nuclear Energy Act
- [8] Act140 of 1992, The Drugs Act
- [9] Act 108 of 1996, The Constitution of the Republic of South Africa Act
- [10] Act 85 of 1993, The Occupational Health and Safety Act
- [11] Act 56 of 2001, Private Security Industry Regulation Act
- [12] Act 71 Of 1968, Dangerous Weapons Act
- [13] South African Police Force- Minimum Physical Security Standards (MPSS).
- [14] Act18 of 2015,Criminal Matters Amendment Act

2.2.2 Informative

- [1] 32-86: Integrated Risk Management Policy
- [2] 32-84: Security Risk Management Policy
- [3] 32-139: The Control of Eskom Firearms and Ammunition
- [4] 32-95: Safety, Health, and Environmental Incident Management Procedure
- [5] 23-727: Safety, Health, Environment, and Quality Policy
- [6] 32-144: Safekeeping of Private Firearms and Ammunition
- [7] 32-1138: Handling and Safe Practices for Private Firearms and Ammunition on Eskom Premises
- [8] 32-1300 Process Control Manual for Access Control in Eskom
- [9] ISO 9001 Quality Management Systems.

2.3 Abbreviations

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
NKP	National Key Point
Q C	Quality Control
NCR	Non-conformance report

1.4 Scope of work**1.4.1 Generic scope of work**

The scope for security services shall include, but shall not be limited to the following categories of services:

- **Category A - 24/7 armed/unarmed physical/ static guarding and foot patrols which includes:**
 - Armed and unarmed Grade C security officers trained to protect NKP and non-NKP sites, as applicable.
 - 12 hour shift cycles, including holidays and weekends, or
- **Category B - 24/7 physical security escorting and monitoring services which includes:**
 - Armed Grade C security officers for vehicle patrols and escorts for Eskom employees/contractors/service providers deployed in high risk areas or performing high risk tasks (as determined by the business risk assessment).
 - Site monitoring (where no Eskom security control room is in operation).

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

- 12 hour shift cycles including holidays and weekends or on an as when basis for a specific period.
- **Category C - 24/7 all-inclusive physical security services, namely, armed/unarmed static guarding and foot patrols, control room monitoring and armed vehicle response, and armed escorting and monitoring services combined to provide for the following:**
 - Armed/unarmed Grade C security officers trained to protect NKP and non-NKP sites, as applicable.
 - Armed Grade C security officers for vehicle patrols and escorts for Eskom employees/contractors/service providers deployed in high risk areas or performing high risk tasks (as determined by the business risk assessment).
 - Site monitoring (where no Eskom security control room is in operation).
 - 12 hour shift cycles including holidays and weekends or on an as when basis for a specific period.
- **Category D - specialised security services on an as and when required basis or for a specific period which include:**
 - Armed Grade C security officers capable of rendering tactical and crowd management response services including the provision of a suitable armoured vehicle and intelligent fully monitored surveillance system.
 - Grade C armed security officers for cash-in-transit services.
 - Grade C armed security officers and canine services.
 - Grade B security officer trained in close protection services.
- **Category E - Ad-hoc Security-related services required which may be requested for any period, and at any given time which include:**
 - Tactical/armed response,
 - armed escorting
 - static guarding
- All security officers' equipment /site requirements listed below shall form part of the scope for the provision of security services and shall be covered in the overhead fee and profit payable to the supplier to ensure that the officers are fully equipped to perform their duties.
 - Batons
 - Pepper Spray
 - Torches per officer
 - Communication devices eg. PPT, PTT (incl SMART PTT and iTALK devices), Two-way radios and/or cell phones
 - Handcuffs
 - Security Supervision 1 visit per shift
 - Fire extinguishers for vehicles
 - First aid kits
 - Real time guard monitoring devices/ systems and reporting capability
 - Access control services such as breathalyzer testing and access control monitoring
 - Bullet proof vests (Level III Special SA Mix)
 - Security uniforms
 - Firearms (9mm pistols and 12 bore Shotguns)
 -

SPECIFIC TRAINING REQUIRED BY ESKOM FOR COMPLIANCE PURPOSES AND WHICH FALLS OUTSIDE OF THE PSIRA OR NKP STIPULATED TRAINING FOR SECURITY SERVICES SHALL BE UNDERTAKEN AT ESKOM'S COST.

- **Mobile guard facility**

Eskom has a particular stringent specification for mobile guard facilities and experience on the current security contract informs that it is technically and financially appropriate for Eskom to procure and install guard houses at sites that require permanent guard houses.

Where the guard house is required on a temporary basis, Eskom can pay the costs for rental of the guard houses, with the obligation for sourcing of the guard houses placed on the supplier.

- **K9 Patrol and Protection Dog DH 1-DH2 Level**

A quotation for the supply of K9 patrol and protection dog shall be requested in the RFP and priced on a full time and hourly basis for adhoc services.

- **Drinking Water**

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

Where there is **no access to potable water** at a site, the RFP shall request a daily rate quotation from the supplier for the supply of potable water for its security guards. The cost for daily water supply shall be benchmarked against prices in previous contracts but should not be in excess of **R50 (2 x 5 litres)** per day. It should be noted that the provision of potable water by Eskom to a site where water is not available is a legal obligation and therefore mandatory.

- **Ablution Facility (portable Toilet)**

Where ablution facilities are required at a site, the RFP shall request a quote for the supply and maintenance of the facility on a weekly basis. This requirement is also a legal obligation and mandatory for Eskom to ensure it is provided to the security service provider.

- **Bullet Proof Vests Level III Special SA MIX**

Bullet proof vests shall be procured, supplied and maintained by the supplier as part of its PPE scope of supply for the services.

- **Panic button with armed response services**

The cost for the supply of panic button with armed response services by security contractors shall be distinctly provided for in the tender cost schedule. The security services scope shall provide for a detailed description of the panic button with armed response services and shall capture all expectation in terms of the services from the security services provider. Any ambiguity in scope shall be clarified with the tenderers prior to tender submission.

- **Transportation of security guards**

The PSIRA guidelines provide for the costs associated with the transportation of security to be included in the overhead and profit cost. In this regard Eskom shall not pay additional costs for the transportation of guards to and from work. It is in exceptional cases that such costs will be borne by Eskom. In cases where such services are to be paid over and above the tendered rate for security services, the motivation for such additional costs shall be submitted to the business unit General Manager for approval prior to the tender process. Once approval is granted, such costs will form part of the offer by suppliers and be priced separately.

N.B.: for safety reasons no security guards shall be transported at the back of a bakkie. This requirement shall be spelt out clearly in the scope document.

- **Patrolling**

The security manager shall specify the point for kilometre start for patrolling and the total kilometres to be patrolled per site prior to enquiry issue. No enquiry should be issued for patrolling without defined patrolling requirements. Sites shall have the option to decide the optimal costing for patrolling services, i.e. fixed monthly vehicle cost vs kilometre rate. A cost benefit analysis must be conducted by security and signed off by the business unit general manager prior to the requirements being stipulated in the tender document.

Where the rate per kilometre is used for patrolling costs, the AA rate for the various patrolling vehicles shall be used. Where the fixed cost for vehicle is used, tenders shall be required to submit with their tender the proposed fixed cost for patrolling the site with minimum patrol kilometres per month per vehicle of 5500.

All escorting services shall be charged on a rate per kilometre.

1.4.2 Description of the service Arnot Power Station

The *works* for this contract addresses the **NKP security guards** that will cater for the NKP security services for the entire operation of Arnot Power Station and other area as required by the *Employer*.

The *Contractor* will be required to supply manpower, equipment, safety equipment and personal protective equipment (PPE) to be able to service the needs of the power station.

Part of the responsibilities will be daily and forward planning, managing and directing security services activities, have qualified and continuous supervision, manage the entire operation of Arnot Power Station or any other emergency or urgent request.

In general, the scope of work consists of categories A and B, where:

- Category A includes Access Control, Patrols and Static Guarding
- Category B includes Armed Response, Escorting, Adhoc's (Events Management and Close Protection), Tactical Response and Special Operations.

The service will be on a Monday to Sunday and overtime working when a need arises i.e. as and when required. The *Contractor* to note that this is only proposed time, but the *Employer* reserves a right to change working schedule as he sees it fit to do so.

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

This scope is a generic scope and the *Employer* reserves the right to change or add areas or activities and frequencies as he deems necessary. The following is the list of all the activities with the minimum requirement for the site crew:

Access Control (Grade C, B & National Key Point (NKP) guards)

Access control activities consist of the control and management of the movement of employees, visitors and contractors.

- Positive identification at all times:
 - Eskom Employee only by means of Eskom Id Card, No Eskom ID card treated as a visitor.
 - Visitor and Contractors access by means of SA ID, passport, drivers licence
- Recording of visitors details electronically or manually.
- Visitor confirming process.
- Visitors must be accompanied by a host at all times.
- Declaration, recording and movement control of equipment and material.
- Screening of persons and articles/parcels through the use of electronic equipment ensuring prohibited items are not brought on site.
- Alcohol testing to be conducted at Eskom sites.
- Safety inductions to be conducted at Eskom sites.
-

Static Guarding (Grade C & NKP Guards)

The provision of static unarmed and armed trained guards to perform guarding duties at all National key point and Non-National key point Eskom facilities.

Security Patrol and Armed Response Services (Grade C & NKP Guards)

Execution of crime prevention patrols and armed response at the critical network infrastructure and hotspot areas including any other specified sites within regional boundaries.

Visiting and patrolling of Eskom sites at irregular intervals and not in a specific sequence, to detect the presence of unauthorized person, suspicious activities or occurrences that may endanger personnel or critical network infrastructure.

Prevention of unauthorized removal of Eskom assets from Eskom sites and network infrastructure.

Perform armed response activities to substations, Eskom offices, and network infrastructure and hotspot areas in the assigned area of operation.

Provide escort duties to Eskom employees and contractors while working in hotspot areas and as required by Eskom.

The Eskom Security Manager or his/her delegate reserves the right to re-direct crime prevention activities in his/her area of responsibility.

No deviations from the operational plan without the authorization of the Eskom Security Manager or his/her delegate will be permitted.

The Security Service providers' duties are not limited to the above, but shall include any other legal security activities that Eskom may introduce in order to enhance security in the NKP, in line with the security services outlined here above and such activities shall be communicated to the Service provider in writing.

Escorting Services (PSIRA, Grade C guards)

Armed escorting services entail the escorting of Eskom personnel and contractors during and after hours in high risk areas, and situations as determined by security risks and threats.

The service provider shall supply and maintain the following;

- Torches and batteries
- Panic Buttons
- Hand cuffs
- Reflective vests
- Two-way hand radios plus repeater

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

- Bullet proof vests (firearms must be carried in side holster, not on the bullet proof)
- Firearm side holster (Pistols)
- Transport
- Uniforms (

Firearms

Only Eskom approved firearms namely; 9mm pistols and Shot guns may be allowed for usage in terms of this contract. Revolvers are specifically excluded for usage as per this contract.

Armed Security officers must have competency certificates for the specific firearm in possession thereof. Security Company is responsible for providing firearms, ammunition, firearm safe, permits and registers as per Firearm Control Act.

Only company firearms licensed in the security service providers name may be utilised as per this contract. The contractor must ensure provision of equipment/facilities for making firearms safe. A procedure to that effect, should also be in place.

Each armed security officer must be provided with two full (ammunition) magazines.

Holster, attached to the body

Competent Security officers must be authorized to issue and receive firearms on shift change.

The service provider must ensure that Security officer's private firearms are not utilised for their business purposes, in terms of this contract.

Security Officers (Grade B, C & NKP)

All Security officers must be registered with PSIRA at the required grade.

Security officers must be in possession of their PSIRA and company ID card at all times.

Armed Security officers must possess firearm competency certificates (issued by SAPS) and carry it at all times.

Armed Security officers must always carry Firearm permits as per the Firearm control Act.

Armed Security officers must have completed SASSETA training on the specific firearms they are expected to use.

Armed security officers should have undergone Regulation 21 training and continue to do so for at least once per year.

Security officers will be expected to sign a declaration of Secrecy, before commencements of their duties in terms of this contract.

Security officers may be subjected to a screening process.

Security officers should not have been convicted of any criminal offence and should disclose all pending criminal prosecutions against them. Non-disclosure of such will result in the officers' automatic removal from Eskom site or duties.

Security officers should be able to read and write and express themselves well in English.

Security officers may be required to undergo a polygraph tests as and when required.

Security officers tasked as dog handlers must have been trained at an accredited institution and have appropriate qualification as dog handlers.

Security officers expected to perform driving activities as part of their tasks should have undergone driver training at an accredited institution.

Security officers will not be allowed to access IT networks registries, communication networks or any sensitive/zoned areas even when responding to alarms.

Security officers should be trained on the Standard Operating Procedures (SOPs) relevant for their site of deployment and/or be made available for training by Eskom at no additional costs on any process or procedure necessary for them to do their duties. Proof of training must be kept on file and availed to Eskom on request.

No security officers are to be deployed in terms of this contract, before undergoing necessary Eskom induction, training and assessments. Eskom reserves the right to remove such Officers that have not complied with this requirement from their sites or duties as per this contract at the cost to the contractor.

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS

The following documentation is to be supplied by the security service provider at least two (2) weeks before a Task order can be issued and commencement of the contract.

- List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.
- Certified ID copies and PSIRA certificates of all security officers.
- Certified copies of SAPS firearm competency certificates of the security officers.
- List of all firearms to be used and certified copies of the licenses.
- Certified copies of all Security officers' NKP competency certificates.
- Certified copies of SASSETA training certificates for all armed Security officers. (e.g. handle and use of a handgun/ shotgun for Business purposes)
- Certified copies of the company and Directors PSIRA registrations certificates.
- Criminal check records as proof that the Security officers have not been convicted of any criminal offence.
- A list of all vehicles and maintenance records for vehicles to be used as per this contract.
- Driver risk profiles must be submitted for every driver as per this contractor.
- A compressive risk assessment and a site risk assessment report for all sites.
- Emergency Preparedness procedure with relevant contact details.
- Equipment list per site.
- Standard operating procedures per site to include the following but not limited to and should be approved by Eskom representative before application:
 - Wearing of uniform standard.
 - Communication procedure.
 - Firearm handling procedure.
 - Shift changes.
 - Response process.

Training

All Security personnel deployed must be trained in terms of the various legislative requirements. (Private Security Industry Regulatory Authority (PSIRA), National Key Point (NKP), Firearm Control Act (FCA)). All Security personnel to comply with the continuation and refresher training in terms of the NKP and FCA.

Supervision (Grade B)

All deployed guards must be supervised by a PSIRA Grade B supervisor. The supervisors must ensure that guards deployed at rural/ remote sites or areas with transport challenges are assisted to reach the sites. Smaller and remote sites will require a roaming Supervisor. The posting of guards is required to be done by the Supervisor at all sites (the practice of "self-posting" is not permitted). All equipment must be tested during each and every shift change.

Communication

The service provider must ensure suitable continuous communication between operational control room and their deployed staff. Either one or more of the following mediums of communications shall be provided as per user requirements: hand-held radios, satellite radio, contracted cell phones, base radios and push to talk (PTT).

Contingency plan

The service provider must have contingency plans in place for the following:
Own Strike/Labour unrest amongst own staff.
Shortage of Manpower due to e.g. absenteeism, sick leave annual leave.
Equipment Failure e.g. Vehicle breakdown and Communication system.
ANY PANDEMIC CONTINGENCY PLANS

Working times / Shift changes

Working times as determined by PSIRA

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The security service is required 24 hours a day on a two shift cycle i.e. 06:00 to 18:00 dayshift and 18:00 to 06:00 night shift.

A signed off reviewed list of Security officers deployed in terms of this contract must be provided on monthly basis, within 5 days prior to the commencement of the new month.

The contractor is responsible to ensure that every shift complement is satisfied before commencement of the shift.

Safe handling of firearms during shift changes must be adhered to at all times. The contractor must ensure that a procedure is put in place to that effect.

Safes must be provided by the contractor for the safekeeping of firearms not in use.

The Security Officers will be expected to do a pre-job / daily risk assessment and safety talks before commencement of every shift.

Security Registers

The Security Service provider will be required to provide with the Occurrence books, Visitors and After-hours register where necessary.

Occurrence book to be correctly completed by Security officers and supervisors listing all occurrences and visits on site.

Visitors register to be completed daily and filed on site for future reference and pages must be numbered.

Contractor must ensure that quality registers are provided. Register must remain bonded, with no loose pages.

Accurate records of all occurrences are to be kept for a minimum of 12 months post the occurrence and should be made readily available to Eskom at any time.

Incident Reporting and Investigation

All incidents and response to incidents must be handled according to the relevant SOPS and/or work instructions for each site.

All incidents and response must be immediately reported to the Eskom control room.

The SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities.

Weekly status reports are to be supplied by the service provider.

The contractor is to ensure that all involved personnel are available for relevant court proceedings, incident investigations and assist Eskom and the SAPS in their investigations as and when required.

All incidents (including incidents in terms of the Occupational Health and Safety Act), should be reported within 24 hours and a preliminary investigation report provided within 24 hours as well as a final Incident investigation report within Seven (7) days.

1 Management and start up.

1.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on Mondays at Security office 08:00am	Arnot Power Station	<i>Employer, Contractor, Supervisor,</i>
Overall compliance and feedback	Weekly on Fridays at Security office	Arnot Power Station	<i>Employer, Contractor, Supervisor,</i>
Partners SHE Meeting	Monthly date and time to be communicated by Safety Department	To be communicated by Safety Department.	<i>Contractor Safety Officer, Contractor SHE rep, Contractor Site Supervisor and Contractor Site Manager.</i>

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Safety talks: information sharing on the past incidents	Every day during Parade.	Security building	<i>All Contractor's staff</i>
Work team sessions	Once a month	Contractor's decision	<i>All Contractor's staff</i>

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.

1.2 Documentation control**NON CONFORMANCE REPORTS (NCR)**

All non-conformances are recorded and signed for record purposes. The *Contractor* ensures that the NCR is compiled in accordance with his Quality Assurance requirements and that the document is completed timeously and is signed by the relevant persons.

MATERIAL CERTIFICATES

N/A.

1.3 Health and safety risk management

The *Contractor* applies safety awareness at all times through continuous training.

The *Contractor* is appointed to act on behalf of the *Employer* in terms of the Occupational Health and Safety Act no 85 of 1993 for this contract.

All of the *contractor's* staff complies with the procedure "Health and Safety at Arnot Power Station; requirements to be met by Contractors. Standard 15, this document is available from the *Supervisor*

The *Contractor* must appoint Safety Representatives to assist the responsible Site Manager and subordinates to:

- identify possible hazards, dangers and risks;
- eliminate potentially dangerous conditions and actions;
- ensure a safe working environment;
- Inspect and record findings of his workplace and submit a copy on a monthly basis to Risk Management.

Risk assessments

The project leader will provide the contractor with risk that already exists pertaining to the project.

A risk assessment will be compiled for every task to be performed as well as: -

Transportation of passengers and goods.

Site establishment.

Use of all equipment.

No principal contractor will be allowed to do any work without a proper Risk Assessment.

Every principal contractor will have a proper risk assessment at his / her arrival at Arnot Power Station. Before commencement of any work, every principal contractor will adapt his risk assessment to the prevailing hazards and conditions.

Attendance register for the hazards and related working procedures, reflecting the date of training and the names and signatures of all trainees will be kept in the SHE file.

The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with their work.

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The *Contractor* Shift Supervisor must inform his employees of specific risks and dangers associated with their work. He must inform them of precautions necessary to avoid injury to themselves or others and to prevent damage to property, machinery and equipment.

Statutory appointments

All required statutory appointments will be done in writing.

The appointment letter must indicate company footers as well company Logo (Letterhead)

Only competent people can be appointed and proof of competency must accompany the appointment

An appointment will include the following

Clear reference to the act or regulation under which the person doing the appointment is authorised to do so.

The date, name and signature of the person doing the appointment.

The area of responsibilities.

The duties to be performed.

Clear reference to the act or regulation under which the appointee is appointed.

The name of the person appointed.

The date, signature and the acceptance of the person appointed

Any termination of any appointment will be done in writing and a copy placed on file

Letter of good standing (CR 4(1)(G))

No Contractor will be allowed to perform any work activities on site without a valid letter of good standing

The contractor must be in good standing with the compensation for the duration of the project

Safety requirements

The *Contractor* shall be obliged to conform to all laws, by-laws, sections and regulations in force. This includes the minimum Health and Safety requirements and precautions for *Contractors*, sub-contractors and temporary workers.

The *Employers Representative* shall be entitled to cause the *Contractor* to stop work, without penalty to *Employer*, where the *Contractor's* personnel fail to conform to acceptable safety standards or contravene health and safety sections and regulations. He shall be entitled to cause the *Contractor* to discipline his employees and to submit disciplinary action, in writing to Risk Management. The *Contractor* shall also implement additional health and safety precautions.

The *Contractor* Shift Supervisor is responsible for employees working under his control and shall meet his moral and legal obligations to eliminate unsafe conditions and prevent unsafe acts.

The *Contractor* Shift Supervisor or appointed responsible person shall promote an ongoing Health and Safety awareness programme amongst his employees. This programme shall include weekly toolbox safety talks and monthly health and safety meetings. Minutes of the meetings must be submitted to Risk Management.

The *Contractor* shall be obliged to institute and maintain an adequate safety programme that shall ensure the safety of persons and the prevention of damage to equipment and property.

Personal protective clothing that must be supplied and to be worn at the workplace includes the following:

Uniforms with company identification insignia must be issued to every Security member and it must be replaced as and when needed according to PSIRA regulations.

Hearing protection (ear muffs or ear plugs) {where applicable};

Dust Mask FF2P where applicable

Steel toe cap safety shoes or boots;

Eye protection, safety goggles or spectacles (where applicable);

Hand protection, safety gloves (where applicable);

Level III, bulletproof vests

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Damaged PPE shall be replaced immediately by the *Contractor* at no cost to the *Employer*.
Records of issue shall be kept.

General

All vehicles utilized to transport staff, must be fitted with SABS approved seatbelts.
The Service provider is responsible to ensure that the security officers deployed at Ad-hoc sites have access to a shelter, water and sanitation.
All Security officers should receive a safety induction before they can be deployed on Eskom sites.
Safety recommendations following an incident shall be implemented by all Security Service providers to prevent further reoccurrences at any of the Eskom site, as per allocated timeframes.
Open fires, the use of bar heaters and hotplates as heaters at Eskom sites, is totally prohibited.
Security officers should observe the provisions of the Criminal procedure Act and all relevant legislation regarding the use of minimum force.
Security officers should at all-time use minimum force sufficient to bring the situation under control and such force shall cease as soon as the situation is brought under control.
No deliberate assault on suspects will be condoned.

Safety, Health and Environment file

SHE file will contain all the documentation as required by the OHS Act as well as the checklist Arnot Specifications and the copy of the safety file will be kept at SRM office.
Arnot Power Station SRM Department will conduct regular audits on the contractors SHE file and premises to ensure compliance with the legal requirements and Arnot SHE procedure for contractors.
At completion of contract, the SHE file will be included in the consolidated file as per the requirements of the Construction Regulations 5(8), and will be handed over to the Project leader.
No contractor will be allowed to work at Arnot Power Station before the SHE file is approved and all other requirements are complied with.

Plant safety regulations

N/A

1.4 Environmental constraints and management

Adhere to ISO 14000 standards and Eskom Power Station Environmental Management Procedure

1.5 Quality assurance requirements

The contractor must provide with his tender a quality plan to ensure the good quality of the following:

The *Contractor* ensures that his staff is conversant with the content of the scope of work, quality control plans and work instructions.

The *Contractor* ensures that the work is carried out in accordance with the quality control plans or any other specifications through written instructions from the *Service Manager*.

The Contractor ensures that all specifications and requirements are communicated to the relevant parties in organisation and should not deviate from it.

All documentation has a clearly stated revision number and previously similar documentation is revoked.

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS**1.6 Programming constraints**

N/A

1.7 Contractor's management, supervision and key people

We need persons who are qualified having the required minimum PSIRA grade.

Proof of Qualifications must be available on request.

List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.

Certified ID copies and PSIRA certificates of all security officers.

Certified copies of firearm competency certificates of the security officers.

List of all firearms to be used and certified copies of the licenses.

Certified copies of all Security officers' firearm competency certificates.

Certified copies of SASSETA training certificates for all armed Security officers.

Certified copies of the company and Directors PSIRA registrations certificates.

Criminal check records as proof that the Security officers have not been convicted of any criminal offence.

A list of all vehicles and maintenance records for vehicles to be used as per this contract.

A compressive risk assessment and a site risk assessment report for all sites.

Emergency Preparedness procedure with relevant contact details.

Standard operating procedures per site to include the following but not limited to and should be approved by Eskom representative:

Wearing of uniform standard.

Communication procedure.

Firearm handling procedure.

Shift changes.

Response process.

1.8 Invoicing and payment

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 showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Read Z clauses make reference to invoicing procedures stated here in this Service Information.
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2 Engineering and the Contractor's design

N/A

3 Procurement**3.1 Subcontracting**

N/A

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS**4 Construction****4.1.1 Restrictions to access on Site, roads, walkways and barricades****Speed Limit**

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 30 kilometres per hour will be adhered to on the premises at all times.

Reporting of accidents

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

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.

4.1.2 Health and safety facilities on Site**Barricading and screens**

N/A.

Fire precautions

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

Firefighting equipment must remain accessible at all times.

In case of fire, contact the Control Room at Extension 013 297 9035 or 013 297 9222

Medical Facilities

Minor First Aid requirements should be provided by the *Contractor*. Should these prove to be inadequate, for example in the event of a major injury, the *Employer's* Medical Centre and facilities will be available.

The *Employer* shall be entitled however to recover the reasonable costs incurred in respect thereof from the *Contractor/Subcontractor*.

The *Employer's* Medical Services for after hours will only be available for major injuries and life threatening injuries.

4.1.3 Environmental controls, fauna & flora, dealing with objects of historical interest

N/A

4.1.4 Title to materials from demolition and excavation

N/A

4.1.5 Cooperating with and obtaining acceptance of others

N/A

4.1.6 Contractor's Equipment

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All equipment must be maintained and in good working condition
 A list of equipment shall be fully specified as per sites requirements in the bill of quantities (BOQ). Eskom will provide specifications for mobile guard houses and facilities.
 Service providers must supply this on an “as and when” required basis.
 The specification will be determined per the task order. All vehicles must be equipped with a local global positioning system or any other vehicle tracking device or system.

4.1.7 Equipment provided by the Employer

N/A

4.1.8 Site services and facilities

Item	Date by which it will be supplied
Water	Continuously

4.1.9 Facilities provided by the Contractor

The Contractor is to provide accommodation for its employees. These facilities upon completion of the contract contractor must clear the site and clean it.

4.1.10 Control of noise, dust, water and waste

N/A

4.1.11 Sequences of construction or installation

N/A

4.1.12 Giving notice of work to be covered up

N/A3

4.2 Completion, testing, commissioning and correction of Defects

N/A

4.2.1 Materials facilities and samples for tests and inspections

N/A

4.2.2 Access given by the Employer for correction of Defects

N/A

4.2.3 Performance tests after Completion

N/A

5 List of drawings

N/A

NATIONAL KEY POINT (NKP) ARMED SECURITY SERVICES AT ARNOT POWER STATION FOR A PERIOD OF 60 MONTHS**Non performance****Schedule of deficiencies and penalties**

NO.	DEFICIENCY	PENALTY
1	Security Officer (SO) not posted on duty as agreed upon. (Short posting)	One shift cost deduction
2	SO intoxicated/ or under the influence of liquor or drugs.	Permanent removal of SO from Eskom contract duties.
3	Refusal by SO to comply with lawful instruction.	Permanent removal of SO from Eskom contract duties.
4	Sleeping on duty.	One shift cost deduction
5	Desertion of post by SO	One shift cost deduction
6	Negligent by SO in the performance of their duties	Permanent removal of SO from Eskom contract duties.
7	SO late for duty (tantamount to short posting)	One shift cost deduction
8	SO without a functional torch or spot light	10% deduction of the SO shift rate
9	SO or site without a functional radio or PTT	10% deduction of the total monthly site cost
10	SO not wearing bullet proof vest. Vests worn without plates and wearing of non-level 3 bullet proof vests will be deemed as no bullet proof vest was worn.	50% deduction of the SO shift rate per occurrence
11	SO not armed in one shift	50% deduction of the shift rate
12	SO not wearing proper uniform items or uniform is worn out.	One shift cost deduction
13	SO not in possession of a baton or hand-cuffs	10% deduction of the SO shift rate