



NEC3 Term Service

Short Contract (TSSC3)

A contract between Eskom Holdings SOC Ltd
(Reg No. 2002/015527/30)

and

for Provision of Specialized Security services

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Documentation prepared by: [•]

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Provision of Specialized Security services

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	R[•]
Value Added Tax @ 15% is	R[•]
The offered total of the Prices inclusive of VAT is	R[•]
(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

Monette Heath

Middle Manager Security Generation

(Insert name and address of organisation)

C1.2 Contract Data

Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the NEC3 Term Service Short Contract (April 2013) (TSSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used “[•]” - data is required to be inserted.]

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	Romeo Jonathan Malgas
	Address	Eskom Simmerpan Complex, Germiston
	Tel No.	
	Fax No.	
	E-mail address	
	The authority of the <i>Employer's Agent</i> is	[•]

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

11.2(5)	The <i>service</i> is	for the supply of specialized and professionally fully trained PSIRA accredited Armed Tactical Security Officers (TSO's), to be deployed per identified Eskom power station (registered National Keypoints), on a 27/7 basis for a period of twelve months commencing 15 April at 06:00. <ul style="list-style-type: none"> Twelve (12), six (6) dayshift and six (6) nightshift specialized and fully trained accredited Armed Tactical Security officers (TSOs), PSIRA Grade B/C plus Armed Reaction. Two (2) Shift Supervisor specialized and professionally fully trained accredited Armed Tactical Security Officers (TSO's), PSIRA Grade B plus Armed Reaction. Four (4) Sector Team Leaders specialized and fully trained in command & control, supervisory and tactical operations (there are 4 clusters), PSIRA Grade A.
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	[•]
30.1	The <i>service period</i> is.	12 months
13.2	The <i>period for reply</i> is	1 week
50.1	The <i>assessment day</i> is the	25 th of each month.
51.2	The interest rate on late payment is	0,5% per complete week of delay.
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	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).
93.2(2)	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 London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.

The *arbitration procedure* is

the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

The place where arbitration is to be held is **[•] South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

The *conditions of contract* are the NEC3 Term Service Short Contract (April 2013)²³ and the following additional conditions Z1 to Z11 which 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 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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

² If the previous edition applies change 'April 2013' for 'September 2009'.

³ State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za

existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z3.3 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.

Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* 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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

Z5 Health, safety and the environment

Z5.1 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*:

- 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 *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.

Z5.2 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.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* 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.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z8 *Employer's* limitation of liability; Add to clause 80.2

- Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 Termination: Add to clause 90.2, after the words "or its equivalent":

- Z9.1 or had a business rescue order granted against it.

Z10 Addition to Clause 50.4

- Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

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** means, as the context requires, the *Contractor*, or any member thereof in the case of

- Party** a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z __12.1 Replace condition of contract 82 with the following:

Insurance cover 82

- 82.1 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.
- 82.2 The *Contractor* provides the insurances 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 equipment, 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
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, equipment and other things used to Provide the Service) and 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

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from

nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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 affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za.

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task-by-Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

C2.2 Price List

Part 1

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Item no.	Description	Unit	Quantity	Rate	Price
	CLUSTER ONE				
1.	Sector Team Leader – Psira Grade A	Month	1		
2.	Shift Supervisors Armed Tactical Security Officers (TSO's), PSIRA Grade B plus Armed Reaction.	Month	8		
3.	Armed Tactical Security officers (TSOs), PSIRA Grade B/C plus Armed Reaction.				
3.1	Lethabo - Vereeniging, FS	Month	12		
3.2	Duvha - Witbank, MP	Month	12		
3.3	Grootvlei - Balfour, MP	Month	12		
3.4	Matla - Kriel, MP	Month	12		
	CLUSTER TWO				
2.	Sector Team Leader – Psira Grade A	Month	1		
3.	Shift Supervisors Armed Tactical Security Officers (TSO's), PSIRA Grade B plus Armed Reaction.	Month	10		
4.	Armed Tactical Security officers (TSOs), PSIRA Grade B/C plus Armed Reaction.				
4.1	Arnot - Rietkuil, MP	Month	12		
4.2	Hendrina - Pullenshope, MP	Month	12		
4.3	Matimba - Lephalale, LP	Month	12		
4.4	Medupi - Lephalale, LP	Month	12		
4.5	Tutuka - Standerton, MP	Month	12		
	CLUSTER THREE				
5	Sector Team Leader – Psira Grade A	Month	1		
6.	Shift Supervisors Armed Tactical Security Officers (TSO's), PSIRA Grade B plus Armed Reaction.	Month	8		
7.	Armed Tactical Security officers (TSOs), PSIRA Grade B/C plus Armed Reaction.				
7.1	Kendal - Ogies, MP - Grade B/C	Month	12		
7.2	Kriel - Kriel, MP - Grade B/C	Month	12		
7.3	Komati - Blinkpan, MP - Grade B/C	Month	12		

7.4	Majuba - Amersfoort, MP - Grade B/C	Month	12		
8.	Tactical Response vehicles 2 x 4 double cab bakkies (including fuel etc.)				
8.1	Cluster 1	Month	8		
8.2	Cluster 2	Month	10		
8.3	Cluster 3	Month	8		

Total of the Prices for Part 1

Part 2

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Item no.	Description	Unit	Quantity	Rate	Price
1	Ad-hoc Tactical Security officers (TSOs), PSIRA Grade B/C plus Armed Reaction	Day			Rate Only
2	Armoured personnel Carriers (APC's)				
2.1	Rental	Day			Rate Only
2.2	Travel Kilometre (calculated from Contractor approved office)	Km			Rate Only

The total of the Prices for Part 2

C3: Scope of Work

C3.1 Service Information

1. Description of the service

1. Introduction

The scope of work details the terms, services and expectations between the **Employer Eskom Holdings SOC Ltd** and the Contractor.

The services shall comprise of the supply of specialized and professionally fully trained and equipped PSIRA accredited Armed Tactical Security Officers (TSO's), to be deployed per identified

Eskom power station (registered National Keypoints), on a 24/7 basis for a period of twelve months from the contract *start date*.

- **Twelve (12), six (6) dayshift and six (6) nightshift specialized and fully trained accredited Armed Tactical Security officers (TSOs), PSIRA Grade B/C plus Armed Reaction.**
- **Four (4), two (2) dayshift and two (2) nightshift Shift Supervisor specialized and professionally fully trained accredited Armed Tactical Security Officers (TSO's), PSIRA Grade B plus Armed Reaction.**
- **Three (3) Sector Team Leaders specialized and fully trained in command & control, supervisory and tactical operations (there are 3 clusters), PSIRA Grade A.**

The procured services shall be rendered nationally at the following Eskom Generation sites, as listed below:

	Power Station	Location	Security Personnel Per Site (Inclusive of day and night shift)			CLUSTER
			TSO	Supervisor	Team Leader	
1	Lethabo	Vereeniging, FS	12	2	1	Cluster 1
2	Duvha	Witbank, MP	12	2		
3	Grootvlei	Balfour, MP	12	2		
4	Matla	Kriel, MP	12	2		
5	Arnot	Rietkuil, MP	12	2	1	Cluster 2
6	Hendrina	Pullenshope, MP	12	2		
7	Matimba	Lephalale, LP	12	2		
8	Medupi	Lephalale, LP	12	2		
9	Tutuka	Standerton, MP	12	2		
10	Kendal	Ogies, MP	12	2	1	Cluster 3
11	Kriel	Kriel, MP	12	2		
12	Komati	Blinkpan, MP.	12	2		
13	Majuba	Amersfoort, MP	12	2		

2. Tactical Security Officer minimum requirements:

- All Security officers must be registered with PSIRA at the required grade.
- **Tactical security officers Grade B/C with Armed response.**
- **Shift Supervisor Grade B minimum.**
- **Sector Team Leader Grade A**

- The contractor shall provide proof of approved security and tactical training courses successfully completed by the security officers.
- TSOs shall be physically and mentally fit to perform the nature of duties as detailed in this scope of works, but not limited thereto as shall be determined by changing risks and/ or business requirements.
- Have training and expertise in the use of specialized tactical equipment for crowd control, security breaches, perimeter control, containment and command, high risk apprehension, high -risk security response, high risk incident command, and other serious incidents that threaten the safety and security of the power plant and which exceeds the capacity and capability of the site first responders.
- Supervisors and/ or Team leads shall have no less than 5 years of supervisory and/ or managerial experience.
- Have the expertise to, in particular but not limited to legal aspects and the use and handling of firearms.
- Armed Security officers must have completed SASSETA training on the specific firearms they are expected to use.
- Armed Security officers must possess valid firearm competency certificates for business purposes (issued by SAPS) and carry it at all times.
- Armed security officers should have undergone Regulation 21 training during 2021/2022 FY.
- All Tactical Security officers shall have formal training and development plans including firearm training exercises (minimum of 2 sessions per year), advanced driving, crowd control training.
- Results of Criminal background checks of the TSO not older than 3 months from the date of deployment. The report shall be provided within fourteen days from date of deployment.
- Security officers will be expected to sign a declaration of Secrecy, before commencements of their duties in terms of this contract.
- Copies of signed PSIRA Code of Conduct of all Security Officers deployed at sites.

2.1 Requirements of Tactical Security Officers during deployment

- All Security officers deployed at Eskom sites must comply and adhere to Eskom policies and all relevant national legislations.
- Security officers must be in possession of their valid PSIRA and company I.D cards at all times.
- During protests, demonstrations, strikes, etc. fully kitted uniformed security officers equipped with appropriate personal protective equipment must manage and control violent protest or other situations. Video recording of such incidents will be required.
- Armed Security officers must always carry Company issued Firearm permits whilst on duty, as per the Firearm Control Act.

- Security officers will be subjected to alcohol and drug testing at sites and shall have their person and possessions searched, without exception. Refusal to co-operate will necessitate removal of the TSO from site immediately at the cost of the Contractor. Defaulting security officers are not to be deployed at any other Eskom site, under any circumstances.
- 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 and the contractor held liable for any losses or damages incurred as a result thereof.
- Security officers must be able to read and write and express themselves well in English.

3. Nature of services to be provided

The nature of services to be provided but not limited thereto are as follows:

- The tactical support and security services to be rendered shall be intelligence-driven and crime prevention focused for purposes of monitoring and safeguarding the identified high risk and vulnerable areas within the generating plants at the power stations.
- The protective condition shall focus on deterring, detecting, deflecting and defending against high-risk acts of criminality such as plant tampering, vandalism, unauthorized access, unauthorized removal of copper cables, other assets and equipment, bypassing security measures, serious security breaches, security incidents, industrial action (strikes, demonstrations, protests, sit-ins, picketing etc.), but not limited thereto.
- The deployed TSOs shall be agile, swift, observant and vigilant; and shall rapidly to respond to alarms, incidents, crime scenes, imminent or potential threats in the plant environment, that may negatively affect security of supply or introduce risks to operational performance and stability at the power stations.
- Use shall be made of overt deployment of TSOs per shift on a 24/7 basis, including the use of canine handlers and canines, aviation and drone support and other electronic surveillance capabilities, including robotics (as and when needed)
- The TSOs shall be capable of conducting reconnaissance, developing disruptive operation and response plans in conjunction with law enforcement, EMS, Fire Services, etc.
- The TSOs shall be capable of developing threat assessments for specific high risks and high-impact scenarios involving Eskom business or operations.
- Foot and vehicle patrols shall be conducted to cover the targeted plant high risk and critical vulnerable areas and shall not be predictable or preemptive.
- Scheduled or random stop and searches of vehicles, people, equipment, etc., shall be conducted at identified high risk areas as directed by the Power Station General Manager or designated Eskom

Project Manager.

- Reaction to any security emergencies or life-threatening situations on site shall be provided without delay.
- Gathering of information, intelligence on potential threats and/or emerging risks and issuing of timely early warnings.
- Proactive assessment of information from various sources including environmental scanning and hotspot analysis.
- Prevention of unauthorized removal of Eskom assets from Eskom sites and network infrastructure.
- Provide situational and operational reporting on a continuous basis.
- Record events and incidents through audio- visual or digital means, when necessary.
- Perform crime scene management and preservation of evidence, witnesses, etc. until SAPS responds and takes over.
- Provision of APC's (Armored personnel carrier) on an as and when required basis.
- Provision of appropriate APC's (Armored personnel carrier) on an as and when required basis as determined per the Generation Security risk assessment.
- Ensure the timely request of SAPS and other support Units to attend to incidents or matters that require criminal investigation and response.

4. Segregation of roles

- The Eskom In-house and contract security teams will be responsible for the day-to-day security functions and operations at the Power stations.
- The Private security team will be deployed within the primary generating plant areas in the power stations and shall remain under the control of the appointed Manager / Supervisor during the tour of duty.
- The responsible Eskom Security Manager shall exercise overall command of the Security resources on site.

5. Pre- deployment provisions

Prior to site deployment the following provisions are to be in place / and adhered to.

- Valid Letter from SAPS issued by the NKP office indicating company's application for registration to offer services at National Key Point (for services requiring NKP)
- Criminal checks from a reputable screening company must be conducted on all deployed personnel

and the screen results be made available.

- Safety file reviewed and approved.
- Site induction.
- Access authorization process (site permit), including medical fitness assessments.
- Only company firearms licensed in the security Contractors name may be utilized as per this contract.
- Personal protective equipment.

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

6. Areas to be protected

The deployment plan and area specifics will be shared with the successful bidder due to sensitivity.

- A plant orientation will be conducted once the induction and access authorization processes have been completed.
- The specific plant areas where the resources shall be deployed and shall focus on are outlined in the table below, this might change during the deployment period as certain risks become known or evolve.

7. Firearms and associated equipment

- Only Eskom approved firearms are allowed. For the usage in terms of this contract licensed 9mm pistols for self-defense and shotguns with rubber bullets will be applicable.
- Armed Security officers must have competency certificates for the specific firearm in possession thereof.
- The contractor is responsible for providing firearms, ammunition, belt / shotgun slings, holsters, tactical torches, pepper spray, firearm safes, crowd control equipment, registers as per the Firearm Control Act, for the management and control of the company's firearms.
- No TSO shall be permitted to use or be issued with an Eskom firearm under any circumstances.
- 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 contractor must ensure provision of equipment/facilities for making firearms safe (bullet trap). A procedure to that effect, should also be in place.
- The contractor must ensure that Security officer's private firearms are not utilized for their business purposes, in terms of this contract.
- No Contractor firearms will be kept safe / stored on Eskom Power station premises, the company is to

ensure that the firearms are issued / returned / stored & transported in terms of the Provision of the Firearm Control Act.

8. Supervision and control

- All deployed guards must be supervised by a duly assigned and delegated minimum PSIRA Grade B Supervisor per shift.
- The Supervisors must ensure that TSO's are assisted to reach the sites and paraded 15 minutes before reporting on and off duty.
- The posting of TSO's 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 and all defective or unserviceable equipment must be replaced immediately.
- Team leaders at Grade A to be available per Cluster of Power stations (4).

9. Changes and Deviations to the Security Plan

- No deviations from the operational plan without the authorization of the Eskom Security Project Manager or his/her delegate will be permitted.
- Name list and contact numbers per site are to be provided once deployment is confirmed.
- The Security Contractors' duties are not limited to the above but shall include any other lawful security activities that Eskom may introduce in order to enhance security in the Operating environment, in line with the security services outlined here above and such activities shall be communicated to the Contractor in writing.

10. Reporting and Communication

- The Contractor must ensure suitable continuous communication between the 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).
- An operational centre / control room shall remain in constant reach and communication with the deployed security personnel, at all sites.
- Situational reports and a complete operational report - Daily briefings and debriefings on location (issuing of tasks).
- A communication platform will be established by the Security Service provider with the Team Leaders / Operations managers and Eskom designated personnel (to be stipulated) responsible for the various Power station deployments.
- Team leaders to provide weekly status report for each Power station which will reflect the following:

- Daily postings
- Vehicle information and kilometers driven per day
- Equipment checklist
- Site firearm / ammunition register
- Incident register (arrests, recoveries)

11. Business continuity management and Contingency plans

The Contractor 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
- Communication system.
- Internal grievance procedures.

12. The working times/ Shifts

- Working times determined by PSIRA - 48 hours per week Shift workers.
- 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.
- The Security Officers will be expected to do a pre-job/ daily risk assessment and safety talks before commencement of every shift.
- Shift relievers to be made available as per legal requirement.

13. Security Registers

- The Security Contractor will be required to provide the Occurrence books, Firearm registers and Firearm daily permits.
- Occurrence book to be correctly completed by Security officers and Supervisors listing all occurrences, patrols and visits on plant.
- 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.

14. 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/s must be immediately reported to the Eskom control room.
- The SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities, including firearm related incidents e.g. accidental discharge of firearm
- Weekly status reports are to be supplied by the Contractor.
- 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.

15. Documentation

The following documentation is to be supplied by the security Contractor per Power station deployment.

- Certified copies of the company and Directors PSIRA registrations certificates.
- Confirmation of company registration with the SAPS NKP Regulator.
- 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.
- Reference document with experience / background of high-risk areas worked in and crown control effected.
- List of all company firearms to be used and certified copies of the licenses.
- 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.
- 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:
 - Incident response, management and reporting
 - Staff member postings (how staff will get to site and back home)
 - Wearing of uniform standard.
 - Communication procedure.

- Firearm handling procedure.
- Medical emergency procedure
- Shift changes.
- Response process.

16. Safety Requirements

Contractual requirements mean the suppliers will submit the tender returnable during the tender close-out. The evaluation will take place once the mandatory and Functionality evaluation have been completed. Only the shortlisted suppliers who passed mandatory and functionality evaluation threshold will be evaluated. The suppliers will be given only ONE opportunity to submit the outstanding documents within 7 working days. Failure to submit the outstanding documents within the stipulated time; may result in the tenderer being regarded as non-responsive and ineligible for contract award.

The following will form part of the tender evaluation criteria (Note: these requirements are applicable to the tender phase only)

Occupational Health and Safety (OHS)

- The following OHS requirements must be complied with:
- Acknowledgement of Eskom's SHE rules, and requirements form (Annexure B) signed and submitted by the tenderer
- Safety, Health and Environmental Plan aligned with the SHE Specification.
- Baseline SHE Risk Assessment (BRA)
- Valid Letter of Good Standing (COIDA or equivalent)
- SHE policy signed by CEO/ MD
- Health and Safety costing to include: Medical fitness assessments, risk-based PPE, applicable OHS training
- COVID-19 management plan

Following the signing of the contract, the contractor must meet with Generation OHS professionals from the respective Eskom Business Unit to discuss the site and scope specific Occupational Health and Safety (OHS) requirements, and then prepare and submit the Health and Safety file for evaluation within the time frame agreed upon by the contractor and Eskom Business Unit. No work may begin until the Health and Safety file has been approved by the individual Business Unit's OHS personnel. For the length of the contract, the contractor shall adhere to the respective Business Unit's OHS, legal, and other requirements, as amended.

In addition:

- All vehicles utilized to transport staff, must be fitted with SABS approved seatbelts.
- 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 Contractors 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.
- All vehicles must be equipped with a local global positioning system or any other vehicle tracking device or system.

17. Salaries and Payment

Security companies shall pay security officers no less than 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.

18. Uniforms

- The contractor must comply with legislative requirement (PSIRA Regulation 13).
- Combat gear and uniforms must be functional in terms of the environment where security staff are deployed. Sufficient quantity of uniforms to be provided to each security officer.
- Bullet proof vests shall be worn as part of uniform by all security officers as part of normal PPE.
- Pepper sprays shall be issued to all TSOs.
- For obvious hygiene and safety reasons, each Security officer must be issued with his/her own bullet proof vest.

19. Risk and Insurance Cover

- The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer's* property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Service for any one event is what the Contractor deems appropriate.
- The minimum amount of cover for insurance against loss and damage caused by the *Contractor* to the *Employer's* property is (for **Generation property**) – **R 25 Million**.
- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is **as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's 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 Rand)

20. Non- Performance

Schedule of Deficiency and Penalties

NO.	DEFICIENCY	PENALTY
1	Security officer (SO) not posted on duty as agreed upon. (Short posting)	R1000
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.	R500
5	Desertion of post by SO	R1000
6	Negligence 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)	R500
8	SO without a functional torch or spot light	R50
9	SO or site without a functional radio or PTT	R100
10	SO not armed during one shift	R1000
11	SO not fully dressed in company attire (e.g. wearing own jersey)	R250
12	Non deployment of a Tactical Response Team on request from client.	Losses suffered to be recovered from service provider
13	Late reporting of tactical Response Team at designated reporting site.	Total shift cost deduction (i.e. the cost for the SOs, including all equipment)
14	Losses suffered because of theft (e.g. theft of a drum of copper cable)	To be recovered from company

2. Specifications

List the specifications that apply to this contract. Some typical headings have been provided as a minimum; delete if not required or expand and include correct titles as applicable.

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		

Site regulations and access control		
<u>Technical specifications:</u>		

3. Constraints on how the *Contractor* Provides the Service

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.
Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

3.1 Meetings

The service provider will avail himself/herself for meetings, depending on the circumstances. Since security is a 24/7-hour business, some of these meetings will be requested on short notice e.g. within 2 hours on site.

3.2 Use of standard forms

Provide details of standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications.

3.3 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;

- Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*,
- Less amounts to be paid by or retained from the *Contractor*,
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

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

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

3.6 BBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

3.7 Cataloguing requirements by the *Contractor*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task-by-Task basis