NEC3 Term Service Contract (TSC3)

Between	**ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)**	
and		
for	**Provision of Aerial Security Surveillance and Tactical Response Team Services at Arnot Power Station, NKP for Three (03) years (36 months)**	
Contents:		**No of pages**
Part C1	**Agreements & Contract Data**	
Part C2	**Pricing Data**	
Part C3	**Scope of Work**	
CONTRACT No.	**[Insert at award stage]**	

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
C1.1	**Form of Offer and Acceptance** **[to be inserted from Returnable Documents at award stage]**	
C1.2a	**Contract Data provided by the *Employer***	
C1.2b	**Contract Data provided by the *Contractor*** **[to be inserted from Returnable Documents at award stage]**	
C1.3	**Proforma Guarantees**	

C1.1 Form of Offer & Acceptance

Offer

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

The Provision of Aerial Security Surveillance and Tactical Response Team Services at Arnot Power Station, NKP for 36 Months.

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

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

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

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

Signature(s)			
Name(s)			
Capacity			
For the tenderer:			
Name & signature of witness	*(Insert name and address of organisation)*	Date	
Tenderer's CIDB registration number:			

[1] This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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	General Manager - Arnot Power Station		
for the *Employer*	Eskom Holdings Soc Ltd Arnot Power Station Private Bag X2 RIETKUIL 1097		
Name & signature of witness			Date

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

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

Note:

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

No.	Subject	Details
1	**Not applicable**	**Not applicable**

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			General Manager - Arnot Power Station
On behalf of			Eskom Holdings Soc Ltd Arnot Power Station Private Bag X2 RIETKUIL 1097
Name & signature of witness			
Date			

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[1] (TSC3)	
10.1	The *Employer* 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.	**0118008111**
10.1	The *Service Manager* is (name):	**TBA**
	Address	**Eskom Holdings Soc Ltd Arnot Power Station Private Bag X2, RIETKUIL 1097**
	Tel	**TBA**

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

	e-mail	**TBA**
11.2(2)	The Affected Property is	**Arnot Power Station, Arnot properties and its boundaries**
11.2(13)	The *service* is	**Provision of Aerial Security Surveillance and Tactical Response Team Service at Arnot power station, NKP**
11.2(14)	The following matters will be included in the Risk Register	• **All matters notified on Early warnings,** • **All matters discussed during Risk reduction meetings** • **Late deliveries**
11.2(15)	The Service Information is in	**Part 3: Scope of Work and all documents and drawings to which it makes reference.**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**24 hours for emergencies, and other period agreed between the parties and specified in the task order**
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 *Contractor* submits a first plan for acceptance within	**Two (2) Week of the Contract Date**
3	**Time**	
30.1	The *starting date* is	**TBC**
30.1	The *service period* is	**3 Years (36 Months)**
4	**Testing and defects**	
40.1	Tests and inspections	**The *Service Manager* may carry out inspections and tests at any reasonable time to verify that the Service complies with the Scope**
42.1	Notifying and correction of defects	**The *Contractor* corrects a Defect whether or not the *Service Manager* notifies him of it.**
42.2	Defects correction period is	**Defect date is 52 weeks after completion of each task order. The defect correction period is 1 week, or any other period agreed between the parties.**
5	**Payment**	
50.1	The *assessment interval* is	**between the 25th day of each successive month or as per the task order issued.**
51.1	The *currency of this contract* is the	**ZAR (South African Rand)**

51.2	The period within which payments are made is	**30 days after the receipt of correct and undisputed tax invoice**
51.4	The *interest rate* 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**
6	**Compensation events**	**All Compensation Events are to be managed as per core clause 6 of the NEC3 TSC**
7	**Use of Equipment Plant and Materials**	**To be managed ss per core clause 7 of the NEC3 TSC**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**1. The use of unaccredited personnel 2. The use of faulty and inappropriate vehicles**
80.2	The *Employer* provides these insurances from the Insurance Table	**The *Employer* provides the insurances stated in the Insurance Table B**
80.3	The *Contractor* will be liable for the applicable deductible if any	**The *Contractor* provides the insurances stated in the Insurance Table A**
9	**Termination**	**To be managed as per core clause 9 of the NEC3 TSC**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**Monthly (30 days) or as stated on the Task Order**
11	**Data for Option W1**	
W1.1	The *Adjudicator*	**The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
	Address	**SAICE House, Thornhill Office Park, Bekker Road, Vorna Valley Midrand, 1685, South Africa**
	Tel No.	**TBA**
	Fax No.	**TBA**

	e-mail	**TBA**		
W1.2(3)	The *Adjudicator nominating body* 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 *tribunal* is:	**Arbitration**		
W1.4(5)	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.**		
12	**Data for secondary Option clauses**			
X1	**Price adjustment for inflation (Proposed)**			
X1.1	The *base date* for indices is	**One month after ITT/RFQ closing or to be agreed upon**		
	The proportions used to calculate the Price Adjustment Factor are:	**Proportion**	**linked to index for**	**Index prepared by**
		15%	**Fixed (non-adjustable)**	**Fixed Portion**
		35%	**Labour**	**SEIFSA Table - C6 (Grade B)**
		35%	**Labour**	**SEIFSA Table - C6 (Grade C,D&E)**
		10%	**Transport**	**SEIFSA Table – L-2(B)**
		5%	**CPI**	**SEIFSA Table - D4**
		100%		
X2	**Changes in the law**	**Becomes a Compensation Event only if the changes in the Law of the Republic of South Africa took place after the Contract Date.**		
X17	**Low service damages**			
X17.1	The *service level table* is in	**Annexure A or as per task order**		
X18	**Limitation of Liability**			
X18.1	The *Contractor's* liability to the *Employer*			

	for indirect or consequential loss is limited to	**R0.00**
X18.2	For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**The amount of the deductibles relevant to the event described in the "Format A" insurance policy available on request from Eskom Group Insurance.**
X18.3	The *Contractor's* liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **the total of the Prices at the Contract Date and** • **the amounts excluded and unrecoverable from the *Employer*'s insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles in the *Employer*'s assets and works/maintenance policies.**
X18.4	The *Contractor's* total liability to the Employer, 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 *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **Defects due to his design, plan and specification,** • **Defects due to manufacture and fabrication outside the Affected Property,** • **loss of or damage to property (other than the *Employer*'s property, Plant and Materials),** • **death of or injury to a person and infringement of an intellectual property right.**
X18.5	The end of liability date is	**1. For the technology it should be 52 weeks after delivery, installation and commissioning.** **2. Service part will be after Task Order completion**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the Service Manager within	**Three working days after issuing of task order or as agreed between the parties.**
Z	**The *additional conditions of contract* are**	**Z1 to Z15 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 because of the restructuring of the Electricity Supply Industry.
Z2	**Joint ventures**
Z2.1	If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
Z2.2	Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
Z2.3	The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.
Z3	**Change of Broad Based Black Economic Empowerment (B-BBEE) status**
Z3.1	Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
Z3.2	The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
Z3.3	Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
Z3.4	Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	**Confidentiality**
Z4.1	The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
Z4.3	If 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. If such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the Affected

	Property or any portion thereof, while Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
Z4.5	The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.
Z5	**Waiver and estoppel: Add to core clause 12.3:**
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	**Health, safety and the environment: Add to core clause 27.4**
Z6.1	The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*: • accepts that the *Employer* may appoint him as the "Principal *Contractor*" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property. • warrants that the total of the Prices as at the Contract Date includes enough for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and • undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
Z6.2	The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
Z7	**Provision of a Tax Invoice and interest. Add to core clause 51**
Z7.1	Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.
Z8	**Notifying compensation events**
Z8.1	Delete the last paragraph of core clause 61.3 and replace with: If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
Z9	***Employer's* limitation of liability**

Z9.1	The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer*'s liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.
Z10	**Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**
Z10.1	or had a business rescue order granted against it.
Z11	**Ethics**

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

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

Z12 Insurance

Z_12_.1 Replace core clause 83 with the following:

Insurance cover 83

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

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the *Contractor* to the *Employer*'s property	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
The *Contractor's* liability for 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	Loss of or damage to property The replacement cost Bodily injury to or death of a person The amount required by the applicable law.
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the *Employer*

86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum lir 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 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 the personal exposure of workers to regulated asbestos fibres follows the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the *Employer*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos 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	If 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 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.
Z15	**The *Employer's* rights to Terminate the obligations to provide the Services due to Power Station Shutdown.**
Z15.1	The *Employer* is the operator of the Arnot Power Station, a coal fired plant installation, as designated by the National Electricity Regulator of South Africa (NERSA) and is the holder of the electricity generation licence in respect of the Arnot PS which is one of the stations selected for repurposing. Therefore, the contract usage may from time to time reduce during the ramping down of the units and the usage of services will be on an "as and when required" basis.
Z15.2	Subject to the provisions of sub-clause Z15.1 above, the *Employer* may after giving the *Contractor* a written notice of not less than 60 days (Sixty days) Terminate the *Contractor's* obligations to Provide the Services if the *Employer's* business cease to operate at Arnot Power Station prior to the end of the service period in this contract.
Z15.3	If the *Contractor's* obligation to Provide the Services is terminated for this reason sated in sub-clause Z15.1 above, this shall constitute a reason for termination by the *Employer* as contemplated under NEC3, and the procedures shall be those on termination table P1 and P4 as stated in clause 92 and the amount due on termination shall be A1 and A2 and stated in clause 93.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering *Contractor*:

1. Please read both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)[1] 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 *Contractor* is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The *direct fee percentage* is	%
	The *subcontracted fee percentage* is	%
11.2(14)	The following matters will be included in the Risk Register	**Availability of Spares and material and delivery dates**
11.2(15)	The Service Information for the *Contractor*'s 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	

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

	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key person's data including CVs) are in .
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	
11.2(19)	The tendered total of the Prices is	**R**

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
	This cover page	**1**
C2.1	Pricing Assumptions	**2**
C2.2	*The Price Schedule*	**13**
	Total number of pages	**16**

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms 11 11.2 (12) The Price List is the *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.

2. Function of the Price List

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

3. Link to the *Contractor*'s plan

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

4. Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A.
- Understands the function of the Price List and how work is priced and paid for.
- Is aware of the need to link operations shown in his plan to items shown in the Price List.
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is because of a compensation event.

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Schedule A: General costs

Item nr	Description	Unit	Quantity	Rate	Price
	Preliminaries and General				
1.0	**Fixed Preliminaries and General**				
1.1.	Site Establishment (Guard house etc.)	Once off	1		
1.2	Site de-establishment (Guard house etc.)	Once off	1		
1.3	Consumables	Once off	1		
1.4	Training Eskom Security Personnel (12 guards) and Licencing	Once off	1		
1.5	Procure Drone Machine x4 (Matrice 4TD)	Once off	1		
1.6	Tactical Response Gear (i.e. Bullet vest, Helmet, Knee guards, Combat gear uniforms)	Once off	1		
1.7	Handheld two-way radios x4	Once off	1		
1.8	•4x Rifles/LM4 with 200 rounds ammunition. •10x Shotguns/Pump Action with 100 rounds. •8x 9mm Pistols with 120 rounds (12-15 rounds per magazine). All firearms must be company-licensed (revolvers specifically excluded).	Once off	1		
1.9	Camera Traps x10	Once off	1		
	Safety training	Once off	1		
	Ordinary PPE x12 personnel	Once off	1		
	Safe file	Once off	1		
	Medicals x 12 personnel	Once off	1		
	Medicals x 12 personnel	Once off	1		
2.0	**Time Related-Preliminaries and General**				
2.1	Transportation of employees (15 seater)	Monthly	36		
2.2	Site Establishment (Guard house etc.)	Monthly	35		
2.3	Insurance	Monthly	36		
Sub Total - Schedule A:					**R**

Note: Provide a Breakdown for SHEQ, Preliminary and General costs

Schedule B: Aerial surveillance costs (Monday to Sunday)

Item nr	Description	Unit	Quantity	Rate	Price
3.1	Drone Day and Drone Night Operation	Monthly	36		
3.2	Vehicle Day and Vehicle Night - Drone and Response	Monthly	36		
3.3	Drone Pilot Operators (per shift) Grade C PSIRA Registered	Monthly	36		
3.4	Operation Platform and Live Streaming control room integration. Modules included: - Mission Planning - Camera Trap Analysis - Security Operations - Licence Plate Recognition - Intelligence Operations - Review Analysis - Site Access Control	Monthly	36		
3.5	Drone Maintenance (3-month interval)	Quarterly	9		
Sub Total - Schedule B:					**R**

Note: Normal Time (Monday to Sunday) 12 hr Shift Labour.

Schedule C: Tactical Response Team costs (as and when required)

Item nr	Description	Unit	Quantity	Rate	Price
4.2	Eight (8) Security Personnel per shift (2 shift) Grade C PSIRA Registered (night shift)	Monthly	4		
4.3	Three (3) Security Personnel per shift (2 shift) Grade B PSIRA Registered	Monthly	4		
4.4	8x Patrol Dogs (DH2 certified) - 4 per shift.	Monthly	4		
4.5	1x Canine Unit Manager (Grade C, NKP, DH3 certification)	Monthly	4		
Sub Total - Schedule B:					**R**

Note: normal time (Monday to Sunday) as and when required basis.

NB: Manpower rates include leave provision, public holidays rates.

The Total of the Prices **R**

NB: The Prices and rates stated in the price list shall be treated as being fully inclusive of all, risks, liabilities, obligations, consumables, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing for the service.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Service Information	28
C3.2	*Contractor*'s Service Information	1
Total number of pages		30

C3.1: *EMPLOYER*'S SERVICE INFORMATION

Contents

Part 3: Scope of Work **1**

C3.1: *Employer*'s service Information **2**

1 **Description of the *service*** **5**

1.1 Executive overview 5

1.2 *Employer*'s requirements for the *service* 5

1.2.1 Drone 5

1.2.2 Firearms 5

1.2.3 Incident Reporting and Investigation 6

1.2.4 Salaries and Payments 6

1.2.5 Uniforms 6

1.2.6 Occurrence Book 6

1.2.7 Tactical Response Team Operational Requirements 7

1.2.8 Drone Team Operational Requirements 7

1.2.9 Supply and delivery of access control machinery 7

1.2.10 Weekly and Monthly report 7

1.3 Interpretation and terminology 8

1.4 Specifications 11

2 Management strategy and start up. **11**

2.1 The *Contractor*'s plan for the *service* 11

2.2 Management meetings 12

2.3 *Contractor*'s management, supervision and key people 13

2.3.1 Contract Manager/ Delegate Employee 13

2.3.2 Tactical Response Team 13

2.3.3 Drone Pilots 14

2.4 Provision of bonds and guarantees 14

2.5 Documentation control 14

2.5.1 Security Registers 14

2.5.2 Occurrence Book. 14

2.6 Invoicing and payment 15

2.6.1 Payment Item Descriptions 16

2.6.2 Prices to be inclusive. 16

2.7 Contract change management 16
2.8 Records of Defined Cost to be kept by the *Contractor* 16
2.9 Insurance provided by the *Employer* 17
2.10 Training workshops and technology transfer 17
2.11 Design and supply of Equipment 17
2.12 Things provided at the end of the *service period* for the *Employer*'s use 17
2.12.1 Equipment 17
2.12.2 Information and other things 17
2.13 Management of work done by Task Order 18
3 Health and safety, the environment and quality assurance 18
3.1 Health and safety risk management 18
3.2 Environmental constraints and management 20
3.3 Quality assurance requirements 20
4 Procurement 21
4.1 People 21
4.1.1 Minimum requirements of people employed 21
4.1.2 BBBEE and preferencing scheme 21
4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA) 22
4.2 Subcontracting 22
4.2.1 Preferred sub*contractor*s 22
4.2.2 Subcontract documentation, and assessment of subcontract tenders 22
4.2.3 Limitations on subcontracting 22
4.2.4 Attendance on sub*contractor*s 22
4.3 Plant and Materials 22
4.3.1 Specifications 22
4.3.2 Correction of defects 22
4.3.3 *Contractor*'s procurement of Plant and Materials 23
4.3.4 Tests and inspections before delivery 23
4.3.5 Plant & Materials provided "free issue" by the *Employer* 23
4.3.6 Cataloguing requirements by the *Contractor* 23
5 Working on the Affected Property 23
5.1 *Employer*'s site entry and security control, permits, and site regulations 23
5.1.1 Roads and Vehicles 25
5.1.2 Security 25
5.1.3 Access to and Departure from the Site 25
5.1.4 Gate Permits 25

5.1.5 Removal Permit 25
5.2 People restrictions, hours of work, conduct and records 26
5.3 Health and safety facilities on the Affected Property 26
5.4 Cooperating with and obtaining acceptance of Others 27
5.5 Records of *Contractor*'s Equipment 27
5.6 Equipment provided by the *Employer* 27
5.7 Site services and facilities 27
5.7.1 Provided by the *Employer* 27
5.7.2 Provided by the *Contractor* 29
5.8 Control of noise, dust, water and waste 29
5.9 Hook ups to existing works 29
5.10 Tests and inspections 29
5.10.1 Description of tests and inspections 29
5.10.2 Materials facilities and samples for tests and inspections 29
6 List of drawings 30
6.1 Drawings issued by the *Employer* 30

1 Description of the *service*

1.1 Executive overview

Arnot Power Station sites and its boundaries have different dynamics associated with the specific sites; the provision of security measures is essential to safeguard all these areas.

The service is the provision of an aerial security surveillance solution (drone), tactical response team services at Arnot Power Station, National Key Point (NKP) and non-NKP sites for 36 months

1.2 *Employer*'s requirements for the *service*

Provision of skilled security personnel on a 24-hour basis, 365 days
Provision of aerial security surveillance
Provision of Tactical Response Team and Drone Monitoring vehicles

1.2.1 Drone

- Drone – Matric 4TD
- Drone must have a minimum flight endurance of 55 minutes in a single flight.
- The drone must have a minimum flight time of hours in 8 hours shift.
- Day time drone must have capability to record High-Definition surveillance video for the length of the shift.
- Night time drone must have thermal and optical camera capability.
- Drone capacity to fly "Beyond Visual Line of Sight
- Capacity to relay/store live footage video
- The drone must be fitted with GPS tracking devices and have auto landing safe features.
- Drone must be able to stream live footage to the control room.

1.2.2 Firearms

- Only Eskom approved firearms namely, 9mm pistols shall be allowed for usage in terms of this contract.
- Tactical Response Team must have the following in his/her possession whilst on duty:
- firearm competency certificates, ID card, PSIRA Card, daily firearm permit for the specific firearm in possession thereof.
- Security Company is responsible for providing firearms, ammunition, firearm safe and registers as per Firearm Control Act 60 of 2000 this includes issuing of firearm permit whilst on duty.
- 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 Tactical Response Team must be provided with two full (ammunition) magazines.
- The service provider must ensure that Security officer's private firearms are not utilised for their business purposes, in terms of this contract.
- Firearms must comply with the firearm Control Act Requirements as indicated below:

- Company's Firearm licence valid for 5 years (Mandatory)
- Appointment of the responsible person / Armoury manager/Supervisor (Mandatory).
- Firearm competency certificates of owner or appointed responsible person (Mandatory) training records of owner or appointed responsible person for handle and use of firearms for business purposes – all prescribed firearms and Knowledge of Firearm Control Act (FCA) - (Mandatory).
- The company must have a firearm safe handling procedure. (Info required before contract commencement).
- security guards to carry firearms must be trained on use and handle of firearms for business purpose (Information required before contract commencement)
- Security guards to carry firearms must have SAPS competency certificate (Information required before contract commencement).

1.2.3 Incident Reporting and Investigation

- All incidents and response to incidents must be handled according to the relevant Standard Operating Procedures (SOPS) and/or work instructions for each site.
- All incidents and response must be reported immediately to the Eskom control room.

1.2.4 Salaries and Payments

- The *Contractor* shall pay security guard at least the minimum wage specified on the Sectorial Determination, of the Private Security Sector and Labour law.

1.2.5 Uniforms

- The *Contractor* must comply with legislative requirement (PSIRA Regulation 13). Uniform items must be kept in clean, neat, and good condition always.
- Uniform must be always in good condition in terms of the environment where security staff are deployed.
- Bullet proof vests shall be worn as part of uniform by all TRT. Only Eskom shall indicate the level of protection- *As per Eskom standard.*
- The *Contractor* must ensure that all the employees or work force have the relevant Tactical Response and Special Operation uniform or gear (i.e., protective shields, bottom sticks, etc.

1.2.6 Occurrence Book

- Service provider shall record duty on and off in the Occurrence Book.
- Check for any reports of security interests from the person handing over and record this in the occurrence book for future reference.
- All patrols must be logged in the OB and cross reference the feedback as follows:
- Book out and back from patrol.
- Record all irregularities found during the patrol.
- Record and specify times and places patrolled.
- Record all incidents reported to Protective Services.
- After shift completion, the supplier shall record a proper shift hand over to the next reliever and ensure that he/she notes all irregularities.
- The Supplier's Security Responsible (Supervisor) person shall record all visits to the premises in the occurrence book and place his/her signature next to entry.

1.2.7 Tactical Response Team Operational Requirements

- Tactical Response Team must be able to respond to any security threats spotted by Drone team within reasonable time.
- All Tactical Response Team must always have handcuffs, two-way radio, and torches.
- The vehicle must be 3 Channel Dash Cam Front, Rear and Inside, 1080P Dash Cam IR Night Vision and Loop Recording.
- Vehicle must be fitted with security strobe lights.
- Vehicle must have charging provision for torches and cell phones.
- Vehicle must be 4X4 double cab for NKP and single cab for NON NKP
- Vehicle must be fitted with a GPS tracking device to provide accurate location, speed, and direction of the vehicle.
- GPS tracking device must be Geo-fenced according to geographical boundaries of operational area of responsibility.
- Tactical Response Team must have work issued cell phones to be used when two-way radio network fails.

1.2.8 Drone Team Operational Requirements

- Vehicle must be fitted with a GPS tracking device that give accurate positions of the vehicle
- GPS tracking device must be Geofence according to operational area of responsibility.
- GPS tracking device must be Geo-fenced according to geographical boundaries of operational area of responsibility.
- Drone team vehicle must have charging capability for drone batteries.
- The drone must always be airborne minimum of 6 hours per 8 hr shift.
- Drone downtime will be limited to 1 hour.
- Any hours that are not flown due to unforeseen circumstance such as technical issues, inclement weather conditions will be noted and booked. The booked hours shall be utilised at the discretion of *Employer.*
- The drone must be fitted with GPS tracking devices.

1.2.9 Supply and delivery of access control machinery

- 33 Zone pinpoint walk through metal detector
- Softcon facial recognition and Biometrics (including the ash dams)
- X-ray Baggage scanner (HS 5030 EV02)

1.2.10 Weekly and Monthly report

Security weekly and monthly report must be submitted to the security management regarding but not limited to the following:

- Drone down time hours, Hours drone flown (airborne hours), Areas of concern, Number of suspects and arrests, Distance patrolled and Shift starts and end times.

1.3 Interpretation and terminology

The following Definitions are used in this Service Information:

Definitions	Explanation
Contractor / Supplier	The *Contractor* / Supplier who is awarded the contract and will deliver the services outlined in the document.
Employer	Refers to Eskom, Arnot Power Station
Services Manager	The employee nominated by Eskom, Arnot Power Station who manage the above listed TSC3 contract for the stated goods / Services strictly in accordance with the conditions of contract stated in the Contract Data
Contract Manager	The person responsible in the security Department appointed to manage the security service provider.
Accountability	Accountability, in terms of ethics and governance, is equated with answerability, culpability, liability, and the expectation of account-giving.
Asset	Anything that has tangible or intangible value to the organisation.
Security manager	The most senior security Officer employed at a business unit.
Competence	The ability to apply knowledge and skills to achieve intended results.
Consequence	The outcome of an event that affects objectives.
Contract	An agreement between two or more parties, one being Eskom, with the intention of creating rights and obligations with legal consequences or effect, as amended from time to time.
Divisional Security Manager	The Security Middle Manager (Task Grade M17 and above) responsible at divisional level for co-ordinating and advising on the security function in that division or business.
Incident	An event with consequences that have the capacity to cause a loss of life, harm to assets, a physical security breach, or a loss of assets and have a negative effect on human rights and/or the fundamental freedoms of internal or external stakeholders or any event that poses a threat to the security of the assets of an organisation.
Non-compliance/Nonconformity	The non-fulfilment of applicable legislative, regulatory, or organisational requirements such as Eskom's approved security policies, standards, directives, procedures, work instructions, and standard operating procedures.
Non-performance	A non-fulfilment of applicable performance standards and Eskom's approved security policy standards, directives, procedures, work instructions, and standard operating procedures.

Penalties	Deductions and recoveries for non-compliance in terms of the contract (shortages and unavailability of resources).
Private Security Service Provider	An entity or organisation that conducts or contracts security operations and whose business activity includes the provision of security services, either on its own behalf or on behalf of another such entity or organisation.
Responsibility	Responsibility is held by the individual who carries out an activity or performs the work. While there may be additional roles delegated to support the required tasks, at least one role bears the responsibility for the specified work.
Regulatory Training and Assessments	Adherenace to statutory and regualtory compliance to NKP Act, Firearms control Act, Psira Act and OHS Act.
2-Man rule	A security officer may not be posted at any post alone nor may a security officer go out on patrol (vehicle and foot) alone there must always be a minimum of two security officers
Tender	Refers to an open or closed competitive request for quotations / prices against a clearly defined scope / specification.
Control Centre	Where alarms and CCTV footage are monitored and needed response/s initiated from. The alarms and CCTV footage can be aggregated to a national security control centre that can initiate requisite actions from a national perspective.
CCTV	A system consisting of camera equipment, storage, monitoring and associated equipment for transmission and controlling purposes.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ISO	International Standard Organisation
CCTV	Closed Circuit Television
SASSETA	Safety and Security Sector Education and training Authority
SANS	South African National Standards
SABS	South African Bureau of Standards
SACAA	South African Civil Aviation Authority
SANDF	South African National Defence Force
PPE	Personal Protective Equipment
SHE	Safety Health and Safety

OHSACT	Occupational Health and Safety Act
QCP	Quality Control Plan
NDT	Non-Destructive Testing
IR	Interim
RA	Risk Assessment
SOW	Scope of work
NEC	New Engineering Contract
OBL	Outside battery limits
RPL	Remote Pilot Licence
RPC	Remote Pilot Certificate
NKP	National Key Point
VLOS	Visual Line of Sight
BVLOS	Beyond Visual Line of Sight
CAA	Civil Aviation Authority
PISRA	Private Security Industry Regulatory Authority
NDO	Normal Day Off
TRT	Tactical Response Team
TRS	Tactical Response Service
SOP	Standard Operating Procedures
APA	Animal Protection Act
DH	Dog Handler
FCA	Firearm Control Act

1.4 Specifications

Title	Date or revision	Tick if publicly available
General Specifications:		
Occupational Health and Safety Act 85 of 1993 and its regulations		✓
Basic Conditions of Employment Act		✓
Eskom SHEQ standard/s		
Safety, Health and Environmental Specifications for Contractors (SAS 0012)	Rev 8 or latest revision	Available from the service manager
Generation Plant Safety Regulations 36-681	Rev 4 or latest revision	Available from the service manager
Security related specifications:		
• 32-0126M_Contractor_Access_Control__Standard	**Rev 1 or latest revision**	Available from the service manager
• Standard for Ballistic Protection Body Amour 240-91252214_final (002) signed (003)	**Rev 3 or latest revision**	✓
• Firearm procedure		✓

2 Management strategy and start up.

2.1 The *Contractor*'s plan for the *service*

The *Contractor* shall execute the scope on the request and issuing of the task order.

The *Contractor* must submit a plan which stipulates how he/she intends on performing the service, as required by clause 21.2.

2.1.1 The plan to include the site-specific staff structure/organogram
2.1.2 The plan includes the following documentation to be submitted within two weeks of contract award:

a) List of all security officers and personnel intended to be deployed on Eskom site in terms of this contract.
b) Certified ID copies, PSIRA certificates and security clearance certificates of all security officers and pilots.
c) Certified copies of firearm competency certificates of the security officers.
d) List of all firearms to be used and certified copies of the licenses.
e) Certified copies of the company and Directors PSIRA registrations certificates.
f) A list of all vehicles and maintenance records for vehicles to be used as per this contract.
g) Driver risk profiles must be submitted for every driver as per this contractor.
h) A compressive risk assessment and a site risk assessment report for all sites.

i) Emergency Preparedness procedure with relevant contact details.
j) Standard operating procedures per site to include the following but not limited to and should be approved by Eskom representative before application:
k) uniform standard.
l) Communication procedure.
m) Firearm handling procedure.
n) Shift changes.
o) Response process.

The exact quantity required will be confirmed by the *Employer*'s commercial department.

The *Contractor* will plan, resource, and execute the activities to ensure minimal disruption to station operations, maintaining quality, safety, and compliance with all specified requirements. All work will be scheduled and coordinated in alignment with the *Employer*'s programme and operational constraints.

2.2 Management meetings

Meeting will be held as and when required by the *Service Manager* or the *Contractor* and and chaired by the *Service Manager*.

After every analysis are done the analysis report must be drafted and submitted by the *Contractor* to the *Employer* within 24 hours and a meeting is to be scheduled to discuss the results of the analysed samples This must be done before invoice is submitted and service entry is done by the end user after every service is rendered

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As in when required	Arnot Power station	*Employer* and *Contractor*
Overall contract progress and feedback	Monthly on the first Tuesday of every month at 10:00	Arnot Power station	*Employer, Contractor* and and relevant stakeholders
Crime Prevention strategies	Weekly every Monday at 10:00	Arnot Power station	*Employer, Contractor* and relevant stakeholders

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service.
Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting.
Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

2.3 *Contractor*'s management, supervision and key people

- The *Contractor* appoints employees with sufficient knowledge in their area of expertise, who have received sufficient training to ensure that they comply with the Act.
- The *Contractor's* employees on site should be able to conduct pre-job brief and risk assessment. The *Employer* will conduct the risk assessments and pre-job briefs with *Contractor's* Safety Officer. It will be required that the pre-job brief and risk assessment be conducted daily or when work is to be executed.
- The *Contractor* appoints a person who liaises with the *Employer's* designated Safety Officer. The appointed person, on the request of the *Service Manager*:
  - Undertakes safety audits at the Site and on the *Contractor's* employees.
  - Refuses any employee, Sub-Contractor or agent of the *Contractor* access to the Site if such person is found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.
  - Issues the *Contractor* with a work stop order should he become aware of any unsafe working procedure or conditions of non-compliance with the Act, Regulations and Procedures by the *Contractor*.
- The *Contractor* is solely responsible for the resolution of any dispute or problems that may occur between himself and his staff.
- The *Contractor* undertakes to hold the *Employer* harmless against any determination or award made in terms of the Labour Relations Act No.66 of 1995 as amended.

The *Contractor* shall also provide a detailed organization chart showing the personnel to be employed for the Services, along with Training certificates of all key personnel as listed below.

2.3.1 Contract Manager/ Delegate Employee

- Matric
- Previous work experience in security project management
- Management qualification
- Psira Grade B
- RPC registered with CAA.
- Security clearance certificate

2.3.2 Tactical Response Team

- Security Clearance Certificate- less than three months
- Matric
- PSIRA Grade B certificate and ID card
- Armed response qualification
- Competent to possess firearm for business purpose (Handgun, shotgun, and Rifle)
- National Key Point Qualification- Annual continuation
- Be able to communicate in English.
- Minimum two years' experience as armed response officer.
- SAPS Firearm competency for Business Purposes: Handgun, Rifle and Shotgun
- Tactical Response Team should have undergone Regulation 21 training and continue to do so for at least once per year for the duration of the service.

2.3.3 Drone Pilots

- Security Clearance Certificate- less than three months
- Matric (Grade 12)
- RPC registered with CAA.
- BVLOS ratings registered with CAA.
- More than 200 BVLOS flying hours.
- Minimum 500 hours of flight – proof must be provided.
- Aviation medical
- AVSEC awareness training certificate
- Minimum two years' experience
- PSIRA Grade C
- National Key Point Qualification
- Be able to communicate in English.

2.4 Provision of bonds and guarantees

Not applicable

2.5 Documentation control

All formal Contractual communications shall be on a letterhead and bear as a minimum the date, subject, reference number, Identities of sender and receiver and signature of sender and shall be delivered as attachments in the case of emails and not as a message in the email itself. All formal communications to the *Employer* shall be addressed to the *Employer's* Agent.

All documents provided by the *Contractor*, including QCPs, Method Statements, and other documents impacting the work, are subject to Eskom's approval. These documents must be approved by the *Employer* at least 7 working days before the commencement of the Works.

2.5.1 Security Registers

- The Security Service provider will be required to provide the Occurrence Books.
- Occurrence book to be correctly completed by Security officer listing all occurrences / incidents.
- Contractor must ensure that quality registers are provided.
- 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.

2.5.2 Occurrence Book.

- Service provider shall record duty on and off in the Occurrence Book.
- Check for any reports of security interests from the person handing over and record this in the 74
- occurrence book for future reference.
- All patrols must be logged in the OB and cross reference the feedback as follows:
  - Book out and back from patrol.
  - Record all irregularities found during the patrol.
  - Record and specify times and places patrolled.
  - Record all incidents reported to Protective Services.
  - After shift completion, the supplier shall record a proper shift hand over to the next reliever and ensure that he/she notes all irregularities.
  - The Supplier's Security Responsible (Supervisor) person shall record all visits to the premises in the occurrence book and place his/her signature next to entry.

The *Contractor* to ensure that all documentation relating to this contract is filed and kept on site for viewing by the *Service Manager* at any time.
The *Contractor* must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the *Service Manager* at the end of the contract. Files are to be neatly labelled and indexed.
All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the *Service Manager*.

All contractual communications will be in the form of properly compiled letters or forms attached to emails and not as a message in the e mail itself.
Eskom will periodically request detailed reports from the *Contractor* regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.

At the end of the service period or earlier termination of this contract the *Contractor* shall make available to the *Employer* all records and information relating to the work carried out under this contract at no extra cost to the *Employer*.
The *Contractor* may not retain copies of any third-party records and drawings of a proprietary nature. However, if the service period is extended, or a new contract between the parties comes into existence at the end of the service period which effectively ensures continuity of the *Contractor* providing the service, the records and information shall be retained by the *Contractor* and dealt with in terms of the new contract.

No records and information exchanged shall be divulged to others without the prior consent in writing of both parties during this contract.
All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards (List).
Contractual communications will be in the form of properly compiled letters, letters attached to emails.

NEC template and urgent contractor meetings can be in the form of SMSs and as outlined on core clause 13 of the NEC3 TSC.
The use of SMS's, emails does not override the use of applicable and relevant NEC3 TSC standard templates, forms, and Eskom Holdings SOC Limited procedures.

Note: It is the *Contractor* responsibility to acquire and familiarize themselves with the NEC3 TSC.

2.6 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 Finance Shared Service (FSS) Fss@eskom.co.za 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)

2.6.1 Payment Item Descriptions

The descriptions given for the payment items in the Pricelist, indicate the work to be allowed for in the tendered rates and prices for such payment items, and are for the guidance of the *Contractor* and do not necessarily repeat all the details of work and materials required by and described in the Service Information

2.6.2 Prices to be inclusive.

The *Contractor* shall accept the payment provided in the Contract and represented by the rates and prices tendered by him in the Price List, as payment in full for executing and completing the work as specified.

Where the *Contractor* has priced an item as "nil" or "0-00" it will be deemed that no charges are or will be incurred against such an item. In the event of no price having been entered against any item, the tendered. rate, price or sum will be taken as "nil" or "0-00".

2.7 Contract change management

Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.
The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.

For any compensation event relating to changes to scope and additions to scope which were not part of the original scope, such changes shall be treated under compensation event core clause section 6 of the NEC3.
The *Contractor* shall notify the *Service Manager* of any changes to Site Personnel within 5 (Five) working days.

- Templates in terms of NEC3 as prepared by the *Service Manager* for payment certificates, early warnings and defect notifications can only be used in this contract.
- The *Contractor* shall request this form from the *Service Manager.*

If the *Employer's Service Manager* change, the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels

Clause 6 Compensation events of the NEC3 Term Service Contract will apply to all changes in this contract.

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

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.

The *Contractor's* Site Manager will complete the site daily log, and this will be submitted to the *Service Manager* for his signature before 16H00 of the following morning barring weekends. The Friday and weekend logs will be submitted before 16H00 Mondays.

The log will include but not be limited to the following:

- Date and day
- Weather
- Site Conditions

- Work Done
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor* and
- Any incidents during that period

All records as required to back up any defined costs must be kept on file by the *Contracto*r and be made available when requested by the *Service Manager*.

2.9 Insurance provided by the *Employer*

The *Contractor's* insurers or insurance brokers are required to provide a certificate stating that the requisite insurances under the contract are in force. As per Insurance table A

2.10 Training workshops and technology transfer

a) Private Security Industry Regulatory Authority (PSIRA) – renewed every two years.
b) National Key Point (NKP), - annually
c) Remote Pilot Certificate - every two years
d) Firearm Control Act (FCA)- Annual refresher

The *Contractor* shall provide comprehensive training, and skills transfer to designated *Employer's* employees throughout the service period.

2.11 Design and supply of Equipment

All tools and equipment provided by the *Contractor* to be SABS Compliant and to be checked as to whether they comply with the necessary Health and Safety requirements of Arnot Power Station.

The *Contractor* takes full liability for the use of all equipment in the execution of Services for this contract.

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

2.12.1 Equipment

Before completion of the service, The *Contractor* hand over to the *Employer* all technology, equipment, systems, manuals, drawings, configuration information, operating procedures and technical information specifically required by the Scope for the *Employer's* continued operation and maintenance of the solution.

2.12.2 Information and other things

The *Contractor* hand over to the *Employer* all configuration information, manuals, drawings, procedures, training records and other agreed technical documentation.

2.13 Management of work done by Task Order

All work is to be performed in Accordance with Task Order provided.

The *Service Manager* may at any time instruct the *Contractor* orally, followed up in writing, to carry out work which is of an emergency nature. The *Contractor* shall issue a quote for the emergency work to the *Service Manager* for this work before the end of the next business day. The *Service Manager* will then create the order for the task and send the task order assessment.

Within 14 days of Task Completion, the *Contractor* shall submit to the *Service Manager* a detailed technical report for every completed Task Order. This report shall include all technical information and data produced for the Task Order and a technical evaluation on findings from the work done with recommendations for future action by the Parties and other information the *Service Manager* may require.
The prices for each item of work within the service shall be those on the Price List. Clause X19.3 requires that the items of work within the service which are not on the Price List are assessed as for compensation events.

A Task Order includes:

- A detailed description of the work in the Task
- A priced list of items of work in the Task in which items taken from the Price List are identified.
- The starting and completion dates for the Task
- Conditions of the service agreement is in accordance with the Task Order issued
- No Task Order is issued after the end of the service period.
  When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:
- The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
- Response time within 1 hour for any communication when the *Contractor* acknowledges the emergency.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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 "*Contractor*" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993 (OHSAct)) ("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 Occupational Health and Safety Act 85 of 1993;its regulation and Safety, Health and Environmental (SHE Spec) requirements for this contract.

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 Sub*contractor*'s, employees and others under the *Contractor*'s direction and control, likewise observe and comply with the foregoing.
In addition to the requirements of laws governing health and safety, Eskom have some additional requirements particular to the service and affected property for this contract.

NB: The type of PPE needed for the project will be determined by the task risk assessment but taking into consideration the generic risk found at our plant.

Consideration must be given to following Eskom Life Saving Rules: 240-62196227:

1. **Open, Isolate, Test, Earth, Bond, and/or insulate before touch.**
   No person may work on any electrical network unless:
   He/she is trained and authorised as competent for the task to be done.

2. **Hook up at height**
   Working at height s defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.

3. **Buckle up**
   No person may drive any vehicle on Eskom business and/or on Eskom premises:
   - Unless the driver and all passengers are wearing seat belts.

4. **Be sober**
   No person is allowed to work under the influence of drugs and alcohol.
   "Under the influence" means the use of alcohol, drugs, and/or a controlled substance.
   This includes any level of an illegal substance in the body, irrespective of when the substance was used.

5. **Permit to Work**

Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by the Plant Safety Regulations, Operating Regulations for High Voltage Systems (ORHVS) etc.

NB: in the case of live work, a "live work declaration form" is to be completed by the authorised person who is the person responsible for the safe execution of work according to relevant standards and procedures.

Please ensure that these rules are understood and communicated with the urgency that they deserve. If any of these rules are unclear or the consequences not understood, please do not hesitate to discuss it with Eskom.

We would like to continue our current partnership and therefore urge your support in the implementation and upholding of these rules.

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

3.2 Environmental constraints and management

All service providers appointed to render any services within Eskom Arnot Power Station are required to comply with the station's Environmental Management System requirements.

NB: Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents, which the *Contractor* shall comply with during the works.

The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Arnot Power Station and any service.

It should always be noted that Arnot Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy, which aims to achieve a desirable balance between conservation and development. All activities taking place within Arnot Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The *Contractor*'s team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The *Contractor* must consult with Arnot Environmental section on a regular basis for on-going assistance and advice.

All spillages during delivery and collection must be reported to the *Employer* immediately.
Where rehabilitation is needed the *Contractor* will be held responsible and will carry the cost.

Audits

Audits covering various Environmental aspects, Occupational health and safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

3.3 Quality assurance requirements

The *Contractor* is also expected to be ISO 17025 SANAS certified and compliant.

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58).

The Quality documents are to be submitted for approval to the *Service Manager* within thirty (30) days after a contract has been awarded to the *Contractor*.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to the *Service Manager*. The *Contractor*, in conjunction with the

Service Manager must sign off all Quality Control documents after completing all work as per the agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to the *Service Manager* within one (1) week after completion of work.
The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises.

The *Contractor* shall comply with all *Employer*'s requirements as set out in QM-58 (Supplier Contract Quality Specification).
The *Contractor* further ensures that the sub-*Contractor*'s programmes comply with the requirements of the Service Information.
The *Contractor* notifies the *Service Manager* of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and subcontracts.

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

Contract Quality Management Plan Requirement

The quality control plans are reviewed by the *Service Manager* to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work. The *Contractor* does not commence work until the *Service Manager* accepts

The *Contractor* periodically updates the contract quality management plan to reflect changes in any of the above details.
The frequency of such updates is determined by the *Service Manager* but will not be greater than one year.

The *Contractor* shall comply with Eskom QM58 requirements.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

As per 2.3 *Contractor's* management, supervision, and key people the *Contractor* shall be required to utilise trained and qualified personnel for the respective disciplines which he/she will utilise in the execution of the work scope as per the evaluation criteria.

4.1.2 BBBEE and preferencing scheme

Preference is given to South African companies as possible Subs. Where possible, local resources must be utilised.

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

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

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.

4.2 Subcontracting

4.2.1 Preferred sub*contractor*s

All subcontracting should be in line with SC3 terms and conditions of the contract and subject to acceptance by the *Employer*.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not applicable

4.2.3 Limitations on subcontracting

Not applicable

4.2.4 Attendance on sub*contractor*s

Not applicable

4.3 Plant and Materials

4.3.1 Specifications

All Materials used must conform to the OEM`s standards and tolerances.

All work executed under this Contract shall comply with Eskom Standard and specifications as stated in the description of the service.

4.3.2 Correction of defects

The *Contractor* will be responsible for the correcting of all defects and must be addressed within 24 hours. The *Contractor* corrects a defect whether the *Service Manager* notifies him of it or not to minimises the adverse effect on the *Employer* or others.

If the *Contractor* does not correct a defect within the time required by this contract, the *Service Manager* assesses the cost to the *Employer* of having the defect corrected by other people and the *Contractor* pays this amount.

4.3.3 *Contractor*'s procurement of Plant and Materials

The *Contractor* is responsible for the supply, transport, delivery, offloading and storage of materials as stated in the description of the service.

4.3.4 Tests and inspections before delivery

Where applicable, visual inspections, dimensional verification, and non-destructive testing (NDT) shall be performed by the *Employer* or its authorised agents.

The *Contractor* shall submit inspection reports, test certificates, and material certificates, where applicable, for review and acceptance by the *Employer*.

4.3.5 Plant & Materials provided "free issue" by the *Employer*

Water, power and sanitation to be supplied by the *Employer*, no free issues, all analyzing tools are to be supplied by the *Contractor*.

4.3.6 Cataloguing requirements by the *Contractor*

Not applicable.

5 Working on the Affected Property

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

The *Contractor* must ensure that all his personnel attend a Health and Safety Induction presented by Arnot Power Station free of charge prior to commencement with the services. The induction is valid for the duration of one (1) year at the Power Station.

All Site access is controlled through the designated access gate.
The *Contractor* is informed of the access procedures through Site regulations and that such procedures may change depending on the prevailing security situation.

The *Contractor* shall provide and install barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to dangerous areas.
All welding, flame cutting and grinding work shall be properly screened to protect persons from arc flashes or eye injuries.
All grating shall be covered with an adequate protective screening when welding or flame cutting in the vicinity is undertaken strictly with the *Employer*'s Directive ASSF 00005.

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be always adhered to on the premises.
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.

The *Service Manager* must be informed within 24 hours of any injuries or damage to property or equipment. 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.

The *Contractor* applies for access permits for all works exceeding four (4) weeks via the Service Manager, who will co-ordinate this.

b) The *Contractor* applies for Contractor's Permits for all his employees and/or subcontractors at the Security gate, at least 24 hours prior to entry of the Arnot Power Station Security Area.

c) The *Contractor* completes the specific form in the Arnot Power Station *Contractors* Safety Manual, listing all of the personnel that he intends using on site.

d) The completed list, identified with the *Contractor's* name, contains the following information:

- Employee Name
- Employee ID Number
- Eskom Safety Co-ordinator signature
- Eskom *Service Manager* signature
- Validity Date

e) No permits are issued to personnel who have not attended safety induction.

f) The *Contractor* photocopies the first page of the ID book of every one of his employees; reduced to the size 65%.

g) This completed list, together with the photocopies of the ID books is delivered to Protective Services for the preparation of the *Contractor's* Permits.

h) The *Contractor* allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.

i) The *Contractor's* personnel are required to be in possession of a *Contractor's* Permit at all times inside Arnot Power Station.

j) All *Contractors'* permits are submitted back to Protective Services when the workers leave the site after completion of the works. Failure to return the permits will result in a R25,00 penalty for each non returned permit.

k) The *Contractor* compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.

l) Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.

m) The *Contractor's* visitors and all personnel conform to the security arrangements that are in force at Arnot Power Station.

n) Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the *Service Manager* and submitted to the *Employer's* Protective Services office one day prior to the visit.

o) Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.

p) The Chief Security Officer may, with valid cause, remove any of the *Contractor's* personnel from site, either temporarily or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief Security Officer, constitutes a security risk.

q) No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications are directed to the *Service Manager* for consideration and approval.

r) The *Contractor* is restricted to the Site. The *Contractor* is forbidden to enter any other areas and ensures that his employees abide by these regulations.

s) Parking inside the power station is strictly forbidden, except for loading purposes.

t) No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.
u) Security personnel may search any premises, property or person within the security area of Arnot Power Station.
v) No Photographic equipment will be allowed within the security area of the Power Station without obtaining permission.
w) Application forms for such permission is available from the Protective Services offices.
x) Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act.

5.1.1 Roads and Vehicles

- All vehicles used on site, by the *Contractor* will be compliant with Eskom Standards. 348
- All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor.*

5.1.2 Security

- The Contractor's staff will be subject to all security measures, rules and regulations of the Eskom Security Services.
- Vehicles and staff agree and accept the searching of all staff, bags, briefcases and vehicles.

5.1.3 Access to and Departure from the Site

- Access to the site will be via the main security gate. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags, and toolboxes.
- All persons entering Eskom sites are subjected to alcohol testing.

5.1.4 Gate Permits

- The *Contractor* provides the *Employer* with the personal details of their staff at least two weeks prior to the contract start date. All names and details to be submitted to the *Employer* who arranges for all gate permits.
- If an employee is no longer in the employ of the *Contractor*, the *Contractor* shall notify the *Employer* in advance, and replacements communicated to the *Employer* as well, whereby they will have to attend induction as well.
- The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved Eskom security form.

5.1.5 Removal Permit

- The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant Eskom security forms and the equipment lists.
- If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.
- The removal of any item at a later stage of the contract will require a security form with the necessary approval and responsible manager's signature.
- If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's* Representative, on receipt of the original security form, with which the *Contractor* brought the equipment on site.

5.2 People restrictions, hours of work, conduct and records

The *Contractor* keeps records of his people working on the Affected Property including those of his Subcontractors and. The *Service Manager* shall and have access to them at any time.

- The *Contractor* is responsible for the provision of meals of his own personnel, and the cost thereof. Tactical Response Team will work 12-hour shifts Monday to Sunday. Day shifts start at 06h00- 1800 and night shift 18h00-06h00
- Drone Pilots will work 8-hour shift. Day shift Saturday & Sundays 14h00-22h00. Night Shift 22h00 06h00 Monday to Sunday
- The *Contractor* is responsible for the provision of transportation for all personnel to site, from site and on Site.
- The *Contactor* is responsible for the training and development of his staff whilst employed.
- The *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors and the *Service Manager* shall have access to these records at any time.
- All *Contractor's* personnel are not allowed to use the employer dining facilities
- *Employer's* firearm armoury is restricted to Eskom inhouse security personnel only.
- Access to Eskom Security Control Room is strictly prohibited.

The *Contractor* collection and delivery must be done at the *Employer's* site as follows:
Monday to Thursday – 07h00 to 16h15
Fridays – 07h00 to 12h00

Deliveries can only be done during normal working hours unless in case of emergency.

5.3 Health and safety facilities on the Affected Property

Medical facilities are available on site for emergencies only.

The *Contractor* shall comply with the latest version of Occupational Health and Safety Act No. 85 of 1993 and Eskom Health and Safety policy, procedures, specifications and guidelines.

A. Road Safety

Speed limit: 40km/h
By passing Speed humps not allowed
Transporting People at the back of the bakkie is not allowed
Buckle up always
Park only at demarcated areas

B. Sanitation

Toilets for both genders are available at the plant

C. Emergency

The emergency number for Arnot is 013 297 9184 Pax:5222
Emergency alarms are tested every Wednesday 10H00

D. Access

Before access can be grated the following must be met:
Safety file checked and approved

5.4 Cooperating with and obtaining acceptance of Others

The *Contractor* might encounter other parties also doing work in the *Contractor's* designated work area, The *Contractor* must fully co-operate with other Service providers to prevent injuries.

This sub-paragraph could be used to deal with two issues

1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

5.5 Records of *Contractor*'s Equipment

All *Contractor's* equipment will be verified at the security gate and recorded whether it is owned or hired. Data packs to be utilized to keep records.

5.6 Equipment provided by the *Employer*

The *Employer* will provide overhead crane in the event of lifting requirements and provide a scaffolding when required, provided the *Contractor's* employee is an authorised lifting machine operator.

5.7 Site services and facilities

5.7.1 Provided by the *Employer*

Potable water
Potable water for construction purposes is also available free of charge. Any installation is for the *Contractor*'s account.
Where Water and Electricity is not available, this must be provided for by the *Contractor*, this will be done at the *Contractor's* cost

Meals
Meals on site for *Contractor*'s personnel are not available

Sanitary Facilities
Sanitary facilities are provided by the *Employer*.

General
The *Contractor* is to comply with all Site regulations and instructions. The onus is on the *Contractor* to ensure his familiarity with the *Employer*'s Site regulations and inspections.

Fire Protection
The *Contractor* is to comply with requirements of Eskom Standard NWS 1494 Revision 4 "Fire prevention and protection of *Contractor*'s premises on Engineering Sites" and of Site Regulations pertaining fire protection. (NWS1494 Revision 4).

Fire Precautions
Any tampering with the *Employer*'s fire equipment is strictly forbidden. All exit doors, fire escape routes, walkways, stairways and stair landings must be kept free of obstruction, and not to be used for work or storage at any time. Firefighting equipment must always remain accessible.

Plant Safety Regulations
The *Employer* shall on request from the *Contractor* isolate required plant from all sources of danger as described in the Plant Safety Regulations. The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Declaration Book prior to working on the plant.

Induction training to employees
No person will be issued with an access permit without proof that the person did attend the local Arnot Power Station induction course.

A one-day access permit will be issued for persons attending the induction course. It is the *Contractor*'s responsibility to arrange with the Project Manager one week in advance for a course booking.

Supply of construction power
Conditions of supply for Erection In order to comply with the Electrical Installation Regulations under the Occupational Health and Safety Act,
no 85 of 1993 the following requirements are met before electricity is supplied it is expected that the *Contractor* is in possession of a valid certificate of compliance. Your electrical installation is inspected and tested by an accredited person to ensure that it complies with the requirements of the Occupational Health and Safety Act, 1993 and the code of Practice for wiring of premises, SABS 0142. After you have obtained the certificate of compliance, the *Employer* is to inspect your electrical installation and if satisfied, it is connected and supplied from the construction power supply.

The *Contractor* provides at his own expense all temporary wiring and cabling to lead power from the *Employer*'s supply points, to where it is required, maintain same and remove on completion. These points of supply are the points designated by the Project Manager.

Warning:
Phase rotation may change during power supply breaks. *Contractor*s are responsible to check rotation of their Equipment before recommencing work.

Application for supply
A standard 'Application for Power" form is completed and submitted to the Project Manager at least two weeks before a power supply is required. The *Employer* guarantees the continuity of power supply for a minimum 26 out of 30 days.

Cost of supply
There is no charge for electricity used for construction purposes and no connection fee is levied for the point of supply.

5.7.2 Provided by the *Contractor*

All service items required to complete the service, and repair successfully must be provided by the *Contractor.*

5.8 Control of noise, dust, water and waste

Refuse Disposal

The *Contractor* is responsible to keep the work area clean of any rubble.
All waste introduced and/or produced on the *Employer*'s premises by the *Contractor* for this contract, is handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref: ISBN0621 - 16296-5.

The *Employer* provides colour coded bins for refuse disposal. The *Employer* empties these bins.
Contractor keeps the work area clean of any rubble, and to places all refuse into the bins provided.
The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins.

While working at the plant all mandatory signs must be adhered to, if ear plugs/muffs, helmets with a chin strip and googles are mandatory, they need to be always worn.
If there are safety restrictions at the plant the *Contractor* is to work on prior to the work.
The pre-task risk assessment done must indicate as such with mitigations of the safety issue in question.

5.9 Hook ups to existing works

Should the *Contractor* require interfacing his equipment to the Affected Facility, this will be done at the *Contractor's* cost based on approval by the *Service Manager*.

Compliance to the Eskom Life Saving procedure and Work at Height Standard, 32-418.
All securing points and necessary equipment required to Work at Heights must be provided for by the 443 *Contractor*.

5.10 Tests and inspections

5.10.1 Description of tests and inspections

The *Contractor* submits inspection reports, test certificates and material certificates, where applicable, to the *Employer* for acceptance.

During the course of the work, the *Service Manager* will do inspections on the work being conducted.
The Site manager is also expected to do inspections during the course of the work.

5.10.2 Materials facilities and samples for tests and inspections

The *Contractor* shall provide factory test certificates, material certificates, certificates of conformity, inspection records, and representative samples were requested by the *Service Manager*.

All supplied items may be subject to quality inspection. The *Contractor* shall provide competent technical personnel to assist with inspections, failure investigations, product verification, and training where required.

6 List of drawings

6.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at beginning or before the Contract Date and which apply to the contract

Drawing number	Revision	Title