



NEC3 Term Service Contract (TSC3)

Between **NTCSA SOC Ltd**
(Reg No. 2021/539129/30)

and **TBC**
(Reg No.)

for **Security Services for Silimela Substation for a period of 10 months.**

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CONTRACT No. TBC

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

Security Services for Silimela Substation for a period of 10 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 or C	The offered total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(In words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

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

No.	Subject	Details
1	N/A	N/A

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	_____	Clint Fisher
Capacity	_____	Senior Manager TPD
On behalf of	_____	National Transmission Company of
Name & signature	_____	South Africa SOC Ltd
of witness	_____	_____
Date	_____	_____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
		X2: Changes in the law
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	NTCSA SOC Ltd (reg no: 2021/539129/30), 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.	011 417 9030
10.1	The <i>Service Manager</i> is (name):	Gilbert Mudau
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel	011 800 6401
	e-mail	mudaugm@eskom.co.za
11.2(2)	The Affected Property is	Silimela Substation at Raasblaar Farm, Groblersdal
11.2(13)	The <i>service</i> is	Security Guarding and Armed Response including Security Specialised Services
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and to which it makes reference.

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

12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Three (3) days of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 February 2026
30.1	The <i>service period</i> is	Three (03) months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 28th day and 2nd day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Thirty (30) days.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Theft of electrical equipment, conductor and copper
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Four (4) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	Will be appointed when required.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data

X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • Loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • Death of or injury to a person and • Infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	2 months after the end of the <i>service period</i>.
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4710303126 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's limitation of liability*

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 *Ethics*

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

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

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

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

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

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

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

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

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

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

Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

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

Z14 Asbestos

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

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-

approved asbestos work plan.

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*.

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

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

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

Experience:

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

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

PART 2: PRICING DATA
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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.

See attached BOQ.

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1. Executive overview

The fully trained PSIRA accredited Security Officers and Armed Tactical Security officers (to be deployed per identified Eskom site on a 24/7 period and as and when basis. The Security Services Supplier and their employees will be deployed at Silimela Substation, Raasblaar Farm.

2 Employer's requirements for the service

2.1. Nature of services to be provided.

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

Security services to be rendered to access control functions at all access control points, perimeter protection by means of patrols and monitoring functions, crime prevention in identified and indicated hot spot areas, crowd disruption functions as and when required basis.

These functions to be executed for purposes of monitoring and safeguarding the identified overhead substation.

The protective condition shall focus on deterring, detecting, deflecting and defending against acts of criminality and economic sabotage such as disruption & obstruction of access / egress routes at the substations, tampering, vandalism, unauthorized access, unauthorized removal of copper cables, other assets and equipment, bypassing security measures, security breaches, security incidents, industrial action (strikes, demonstrations, protests, sit-ins, picketing etc.), but not limited thereto.

The deployed members shall be agile, swift, observant and vigilant; and shall rapidly respond to alarms, security incidents, crime scenes, imminent or potential threats in the substation and surroundings, that may negatively affect security of supply or introduce risks to operational performance and stability in the Grid.

Foot and vehicle patrols shall be conducted to cover the targeted high risk and critical equipments and vulnerable areas and shall not be predictable.

All vehicles, people, equipment, etc., shall be searched as directed by the Security Manager or designated Eskom Security officer.

Reaction and response to any security emergencies or life-threatening situations on site without delay.

Gathering of information on potential threats and/or emerging risks.

Proactive assessment of information from various sources including environmental scanning and daily risk assessments.

Prevention of unauthorized removal of Eskom assets from Eskom sites and network infrastructure, through searches and screening of people, objects, vessels and vehicles.

Provide situational and operational reporting 24/7 on issues and incidents.

Record events and incidents through audio- visual or digital means e.g., strike actions, protests, gatherings, demonstrations, crime scenes, but not limited thereto.

Perform crime scene management and preservation of evidence, witnesses, etc. until SAPS responds and takes over.

2.1 Segregation of roles

- The responsible Eskom Security Manager shall exercise overall command of the Security resources on site.

2.2 Pre-deployment provisions

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

- Security clearance assessment conducted on all deployed personnel.
- Safety file reviewed and approved.
- Site induction.
- Access authorization process (site permit).
- Only company firearms licensed in the security contractors' name may be utilized as per this contract.
- Personal protective equipment including body armour, pepper spray.
- As and when required the use of riot control and crowd management equipment.

No security officers are to be deployed in terms of this contract, before undergoing necessary Eskom induction. Eskom reserves the right to remove such Officers that have not complied with this requirement from their sites or duties as per this agreement at the cost to the contractor. Security officers shall be subjected to polygraph examinations on agreed intervals with the service provider or during investigations at the contractor's own cost.

2.3 Security screening requirements of Security officers.

The supplier shall provide to the designated Eskom contracts manager, the following:

- Results of Criminal background checks not older than 3 months from the date of deployment. The report shall be provided within fourteen days from date of deployment.
- All Security officers must be registered with PSIRA at the required grade.
- Tactical security officers Grade C with Armed response and or Cash in Transit. Where the PSIRA certificate does not indicate as such proof of course results for Armed response, Cash in Transit, Crowd management to accompany the PSIRA certificates.
- Shift Supervisor Grade B.

- Team leader – Grade A
- Proof of Tactical security training and experience of all deployed officers at site level, including crowd control.
- Armed Security officers must have completed SASSETA training on the specific firearms they are expected to use.
- Armed Security officers must possess valid firearm competency certificates for business purposes (issued by SAPS) and carry it at all times.
- Armed security officers should have undergone Regulation 21 training during 2023/2024 FY.
- Security officers will be expected to sign a declaration of Secrecy before commencement of their duties in terms of this contract.
- Copies of signed PSIRA Code of Conduct of all Security Officers deployed at sites.

2.4 Requirements of Security Officers during deployment

- All Security officers deployed at Eskom sites must comply and adhere to Eskom policies and all relevant national legislations.
- Security officers must be in possession of their valid PSIRA and company I.D cards at all times.
- Security uniforms shall be compliant to PSIRA regulations and standards.
- During protests, demonstrations, strikes, etc. fully kitted uniformed security officers equipped with appropriate personal protective equipment must manage and control violent protest or other situations. Video recording of such incidents will be required.
- Armed Security officers must always carry Company issued Firearm permits whilst on duty, as per the Firearm Control Act.
- Security officers will be subjected to alcohol and drug testing at sites and shall have their person and possessions searched, without exception. Refusal to co-operate will necessitate removal of the SO from site immediately at the cost of the Contractor. Defaulting security officers are not to be deployed at any other Eskom site, under any circumstances.
- Security officers should not have been convicted of any criminal offence and should disclose all pending criminal prosecutions against them. Non-disclosure of such will result in the officers' automatic removal from Eskom site or duties and the contractor held liable for any losses or damages incurred as a result thereof.
- Security officers must be able to read and write and express themselves well in English.

2.5 Firearms

- Only Eskom approved firearms are allowed. For the usage in terms of this contract licensed

9mm pistols for self-defense and shotguns with rubber bullets will be applicable.

- Armed Security officers must have competency certificates for the specific firearm in possession thereof.
- The contractor is responsible for providing firearms, ammunition, belt / shotgun slings, holsters, tactical torches, pepper spray, firearm safes, crowd control equipment, registers as per the Firearm Control Act, for the management and control of the company's firearms.
- No Security officers shall be permitted to use or be issued with an Eskom firearm under any circumstances.
- Safe handling of firearms during shift changes must be always adhered to. The contractor must ensure that a procedure is put in place to that effect.
- Safes must be provided by the contractor for the safekeeping of firearms not in use.
- The contractor must ensure provision of equipment/facilities for making firearms safe. A procedure to that effect, should also be in place.
- The contractor must ensure that Security officer's private firearms are not utilized for their business purposes, in terms of this contract.

2.6 Supervision and control

- All deployed guards must be supervised by a duly assigned and delegated PSIRA Grade B supervisor per shift.
- The supervisors must ensure that Officers are assisted to reach the sites and paraded when reporting on and off duty.
- The posting of Officers is required to be done by the Supervisor at all sites (the practice of "self-posting" is not permitted).
- All equipment must be tested during each and every shift change, and all defective or unserviceable equipment must be replaced immediately.
- Team leaders at Grade A to be available for each area.

2.7 Changes and Deviations to the Security Plan

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

2.8 Reporting and Communication

- The Contractor must ensure suitable continuous communication between the operational control room and their deployed staff. Either one or more of the following mediums of communications shall be provided as per user requirements: hand-held radios, satellite radio, contracted cell phones, base radios and push to talk (PTT).
- An operational center / control room shall remain in constant reach and communication with the deployed security personnel, at all sites.
- Situational reports and a complete operational report - Daily briefings and debriefings on location (issuing of tasks).
- A WhatsApp communication platform will be established by the Transmission Security Manager with all Team Leaders / Operations managers responsible for the various deployments.

2.9 Business continuity management and Contingency plans

The Contractor must have contingency plans in place for the following:

- Own Strike/Labour unrest amongst own staff.
- Shortage of Manpower due to e.g., absenteeism, sick leave annual leave.
- Equipment Failure e.g., Vehicle breakdown and Communication system.
- Internal grievance procedures.

2.10 The working times/ Shifts

- Working times determined by PSIRA - 48 hours per week Shift workers.
- The security service is required 24 hours a day on a two-shift cycle i.e., 06:00 to 18:00 dayshift and 18:00 to 06:00 night shift.
- A signed off reviewed list of Security officers deployed in terms of this contract must be provided on monthly basis, within 5 days prior to the commencement of the new month.
- The contractor is responsible to ensure that every shift complement is satisfied before commencement of the shift.
- The Security Officers will be expected to do a pre-job/ daily risk assessment and safety talks before commencement of every shift.

2.11 Security Registers

- The Security Contractor will be required to provide the Occurrence books, Firearm registers and Firearm daily permits.
- Occurrence book to be correctly completed by Security officers and Supervisors listing all occurrences, patrols and visits on site.
- Contractor must ensure that quality registers are provided. Register must remain bonded, with no

loose pages.

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

2.12 Incident Reporting and Investigation

- All incidents and response to incidents must be handled according to the relevant SOPS and/or work instructions for each site.
- All incidents and response/s must be immediately reported to the Eskom Zero control room.
- The SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities, including firearm related incidents e.g. accidental discharge of firearm
- Weekly /Monthly status reports are to be supplied by the Contractor.
- The contractor is to ensure that all involved personnel are available for relevant court proceedings, incident investigations and assist Eskom and the SAPS in their investigations as and when required.
- All incidents (including incidents in terms of the Occupational Health and Safety Act), should be reported within 24 hours and a preliminary investigation report provided within 7 days as well as a final Incident investigation report within 30 days.
- The Contractor shall be held liable for any losses incurred by Eskom due to the Contractors negligence.

2.13 Documentation

The following documentation is to be supplied by the security Contractor before deployment.

- Certified copies of the Company and Directors PSIRA registrations certificates.
- Confirmation of company registration with the SAPS NKP Regulator.
- List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.
- Certified ID copies and PSIRA certificates of all security officers.
- Certified copies of firearm competency certificates of the security officers.
- List of all company firearms to be used and certified copies of the licenses.
- Criminal check records as proof that the Security officers have not been convicted of any criminal offence.
- A list of all vehicles and maintenance records for vehicles to be used as per this contract.
- Emergency Preparedness procedure with relevant contact details.
- Equipment list per site.

- Standard operating procedures per site to include the following but not limited to and should be approved by Eskom representative before application:
 - Incident response, management and reporting
 - Wearing of uniform standard.
 - Communication procedure.
 - Firearm handling procedure.
 - Medical emergency procedure
 - Shift changes.
 - Response process.

2.14 Safety Requirements

- Provision of a Safety file containing the following information for sign off prior to work commencing.
- OHS Policy
- Valid letter of good standing (COIDA / equivalent)
- Health & Safety Plan
- SHE Organogram
- Baseline OHS Risk assessment (BRA)
- OHS Competencies
- Section 17 Health & Safety representative.
- Health & Safety Representative Training
- Hazard identification and risk assessment training.
- GSR First Aider
- GSR Incident / Accident Investigator
- Incident Investigation Root Cause Analysis Training
- Fire Official
- Medical Certificates
- Incident reporting and Investigation process
- Monthly health and safety agenda.
- Site induction manual
- Smoking Policy
- Monthly Health and Safety Representative Checklist
- Site Supervisor details
- Covid 19 Requirements
- In addition:
 - All vehicles utilized to transport staff, must be fitted with SABS approved seatbelts.
 - All Security officers should receive a safety induction before they can be deployed on Eskom sites.
 - Safety recommendations following an incident shall be implemented by all Security Contractors to prevent further reoccurrences at any of the Eskom site, as per allocated timeframes.
 - Open fires, the use of bar heaters and hotplates as heaters at Eskom sites, is totally prohibited.
 - Security officers should observe the provisions of the Criminal procedure Act and all relevant legislation regarding the use of minimum force. Security officers should at all-time use minimum force sufficient to bring the situation under control and such force shall cease as soon as the situation is brought under control. No deliberate assault on suspects will be condoned.
 - All vehicles must be equipped with a local global positioning system or any other vehicle tracking device or system.

2.15 Salaries and Payment

Security companies shall remunerate the Security officers no less than the minimum wage specified on the Sectorial Determination, of the Private Security Sector, South Africa. The employer shall register all security guards with the Department of Labour: UIF, COID and provident fund.

2.16 Uniforms

The contractor must comply with legislative requirement (PSIRA Regulation 13).

- Combat gear and uniforms must be functional in terms of the environment where security staff are deployed. Enough uniforms to be provided to each security officer.
- Bullet proof vests shall be worn as part of uniform by all security officers.
- Pepper sprays shall be issued to all SOs.
- For obvious hygiene and safety reasons, each Security officer must be issued with his/her own bullet proof vest.

2.17 Risk and Insurance Cover

- The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer's* property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Service for any one event is what the Contractor deems appropriate.
- The minimum amount of cover for insurance against loss and damage caused by the *Contractor* to the *Employer's* property is (for **Transmission property**) – **R 25 million**.
- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is **as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of**
- **Indemnity of not less than R500 000 (Five hundred thousand Rands)**

2.18 Non- Performance

Schedule of Deficiency and Penalties

NO.	DEFICIENCY	PENALTY
1	Security officer (SO) not posted on duty as agreed upon. (Short posting)	One shift cost deduction
2	SO intoxicated/ or under the influence of liquor or drugs.	Permanent removal of SO from Eskom Contract duties.
3	Refusal by SO to comply with lawful instruction.	Permanent removal of SO from Eskom contract duties.
4	Sleeping on duty.	One shift cost deduction

5	Desertion of post by SO	One shift cost deduction
6	Negligent by SO in the performance of their duties	Permanent removal of SO from Eskom contract duties.
7	SO late for duty (tantamount to short posting\	One shift cost deduction
8	SO without a functional torch or spot light	10% deduction of the SO shift rate
9	SO or site without a functional radio or PTT	10% deduction of the total monthly site Cost
10	SO not armed in one shift	100% deduction of the shift rate
11	Non submission of site inspections reports by Crime prevention and response team.	Non payments of the total services (i.e. the cost for the SOs, vehicle and don\
12	Late reporting of patrol teams at designated reporting site.	Total shift cost deduction (i.e. the cost for the SOs, vehicle and don
13	Losses suffered as a result of negligence by contractor	To be recovered from company

2.19 Cessation, delegation and assignment

The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
NKP	National Key Point
TPD	Transmission Power Delivery

4 Management strategy and start up.

4.1. The *Contractor's* plan for the *service*

The *Contractor* should send response Plans, Baseline risk assessment and Threat and Risk assessment before commencement of the Contract. Daily Posting Sheets and status of Security Systems should be sent to the Clients on daily basis. All defects identified with the target dates of attending defects.

The Grid Security management Team with Share the Risk Assessment and weekly toolbox talk. The Contractor needs to ensure that the Toolbox tools is shared with all the guards posted in different areas.

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, the *Contractor* ensures that the provisions of disclosure are complied with by the recipient.

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

In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

5 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Weekly Operational Meeting	Weekly	TBC	Eskom and Supplier
Contractor meeting	Monthly	TBC	<i>Employer, Contractor</i>
Safety Meeting	Bimonthly	TBC	Eskom and Contractor

Contractor Forums	Twice a Year	TBC	Eskom and Contractor
Contractor Management Meetings	Monthly	TBC	Eskom and Contractor

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

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

6 Contractor's management, supervision and key people

The Main contractor should ensure that that outsourced or contracted Portion of the Contract is compliant with both the Mandatory and other requirement. The contractor should ensure that all security Operations are Supervised. The Sites should be visited twice a week and Armed response be inspected twice a week.

7 Documentation control

The Contract Management and All guards will sign the Declaration of Secrecy before the commencement of the Contract.

The following documentation is to be supplied by the security Contractor before deployment:

- Certified copies of the company and Directors PSIRA registrations certificates.
- Confirmation of company registration with the SAPS NKP Regulator.
- List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.
- Certified ID copies and PSIRA certificates of all security officers.
- Certified copies of firearm competency certificates of the security officers.
- List of all company firearms to be used and certified copies of the licenses.
- Criminal check records as proof that the Security officers have not been convicted of any criminal offence.
- A list of all vehicles and maintenance records for vehicles to be used as per this contract.
- Emergency Preparedness procedure with relevant contact details.
- Equipment list per site.

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

Incident response, management and reporting

Wearing of uniform standard.

Communication procedure.

- Firearm handling procedure.
- Medical emergency procedure

- Shift changes.
- Response process.

8 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager*'s payment certificate.

The *Contractor* shall address the tax invoice to mailto: INVOICESNTCSALOCAL@NTCSA.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 4710303126.
- 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)

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

9 Insurance provided by the Employer.

None

10 Training workshops and technology transfer

None

11 Design and supply of Equipment

None

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

12.1. Equipment

None

12.2. Information and other things

None

12.3. Management of work done by Task Order

All work done will be verified by Eskom Security Officer and Supervisor prior to issuing of Payment Certificate.

13. Health and safety, the environment and quality assurance

13.1. Health and safety risk management

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

13.2. Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

The *Contractor* shall comply with the environmental criteria and constraints

13.3. Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

14. Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

15. People

15.1. Minimum requirements of people employed:

Security guards to be employed need the following minimum requirements.

- Matric Certificate
- PSIRA Grade A, B and C
- Medical Fitness Certificate
- Fire Fighting Course
- SAPS clearance Certificate

16. BBBEE and preferencing scheme

None

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

Not Applicable

18. Subcontracting

18.1. Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers to comply with operational standards.

The companies to be Subcontracted must be compliant to both the Mandatory and non-mandatory requirement as per Tender.

18.2. Subcontract documentation, and assessment of subcontract tenders

Not Applicable

18.3. Limitations on subcontracting

Not Applicable

18.4. Attendance on subcontractors

Not Applicable

19. Plant and Materials

19.1. Specifications

None

19.2. Correction of defects

All Loses incurred by Eskom due to Security Company Negligence, will be recovered from the Principal contractor within 2 weeks. An investigation will be conducted, and recommendations will guide the recovery Process.

19.3. Contractor's procurement of Plant and Materials

Not Applicable

19.4. Tests and inspections before delivery

Not Applicable

19.5. Plant & Materials provided "free issue" by the Employer.

Not Applicable

19.6. Cataloguing requirements by the *Contractor*

None

20. Working on the Affected Property

Employer will provide site access by means of signed landowner consent forms so that Service Provider is able to gain access to all sites

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

Not Applicable

20.2. People restrictions, hours of work, conduct and records.

Not Applicable

20.3. Health and safety facilities on the Affected Property

Contractor to comply to Safety & Risk Specifications

20.4. Environmental controls, fauna & flora

Contractor to comply to Environmental Specifications

21. Site services and facilities

21.1. Provided by the Employer

Not Applicable

21.2. Provided by the Contractor

Not Applicable

21.3. Control of noise, dust, water and waste

Contractor to comply to Environmental Waste Plan and report on monthly basis

22. List of Documents

22.1. Documents issued by the *Employer*

This is the list of documents issued by the *Employer* at or before the Contract Date and which apply to this contract.

Document Number	Revision	Title
Act 56 of 2001		Private Security Industry Regulation Act
Act 23 of 2002		Private Security Industry Levies Act
Act 60 of 2000		Firearm control act regulations
Act 102 of 1980		National Key Point Act

Act 53 of 1985		Control of access to public premises and vehicles
Act 8 of 2019		Critical Infrastructure Protection Act
ISO 9001		Quality Management Systems – Requirements
QM 58		Supplier Contract Quality Requirements Specification
240 -62946386		Vehicle and driver safety management
240-62196227		Lifesaving Rules
240-43848327		Employees right of refusal to work in an unsafe situation
32- 1126		Smoking policy
32-727		Safety, Health, Environmental and Quality policy (SHEQ) policy
32-245		Eskom waste management Standard
240-180000201		SHE Specification – Emergency security services for the Eskom Substations.

SDL&I UNDDERTAKINGS

Not applicable.

SD&L Penalty and Performance Security

Not applicable.