



NEC3 Term Service Contract (TSC3)

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

and

for Provision of Specialised Security Services- Close Protection on an as and when required basis) for a period of three (3) years.

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Documentation prepared by: Hamilton Ngwenya

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Provision of Specialised Security Services- Close Protection on an as and when required basis) for a period of three (3) years.

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the Contract, are contained in:

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

Part 2 Pricing Data

Part 3 Scope of Work: Service Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	_____ <i>(Insert name and address of organisation)</i>	_____ <i>(Insert name and address of organisation)</i>
Name & signature of witness	_____ _____	_____ _____
Date	_____	_____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

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
	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 <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	(013) 699 7088
	Email.	Ngwenyha@eskom.co.za

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

10.1	The <i>Service Manager</i> is (name):	TBA															
	Address	Eskom Holdings SOC Ltd, Megawatt Park, Sunninghill															
	Tel																
	Fax																
	e-mail																
11.2(2)	The Affected Property is	Eskom Holdings SOC Ltd															
11.2(13)	The <i>service</i> is	Provision of Security Threat (Crime, Instability) Information Collection and Analysis to Eskom Holdings SOC Ltd for a period one (1) year															
11.2(14)	The following matters will be included in the Risk Register	<table> <tr> <th>Risk</th><th>Mitigating Factors</th><th>Level (H/M/L)</th></tr> <tr> <td>Cost: Contract Price adjustment on Contract</td><td>Contract will be for 12 months period, no CPA.</td><td>Low</td></tr> <tr> <td>Scope: Clear understanding of the scope of work</td><td>Service provider to clearly understand the entire scope of work.</td><td>High</td></tr> <tr> <td>Safety: Non-adherence to the client specification and working standards</td><td>Service provider to comply to all required Safety standards before the award of contract and or according to the allocated time to comply</td><td>Low</td></tr> <tr> <td>Quality: Non-adherence to the client specification and working standards.</td><td>Service provider to comply to all required quality standards before the award of contract and or according to the allocated time to comply</td><td>Low</td></tr> </table>	Risk	Mitigating Factors	Level (H/M/L)	Cost: Contract Price adjustment on Contract	Contract will be for 12 months period, no CPA.	Low	Scope: Clear understanding of the scope of work	Service provider to clearly understand the entire scope of work.	High	Safety: Non-adherence to the client specification and working standards	Service provider to comply to all required Safety standards before the award of contract and or according to the allocated time to comply	Low	Quality: Non-adherence to the client specification and working standards.	Service provider to comply to all required quality standards before the award of contract and or according to the allocated time to comply	Low
Risk	Mitigating Factors	Level (H/M/L)															
Cost: Contract Price adjustment on Contract	Contract will be for 12 months period, no CPA.	Low															
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11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.															
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa															
13.1	The <i>language of this contract</i> is	English															
13.3	The <i>period for reply</i> is	One week															
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	Two weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 October 2022 or any date as soon as possible thereafter
30.1	The <i>service period</i> is	One (1) year
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 25 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	60 days.
51.4	The <i>interest rate</i> is	Not applicable
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	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	[•]
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage	

	to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of [●]	
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
C	Target contract with price list	
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
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

X1	Price adjustment for inflation																			
X1.1	<p>The <i>base date</i> for indices is [•].</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p> <table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td colspan="2">non-adjustable</td></tr> <tr> <td>1.00</td><td colspan="2"></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00			
proportion	linked to index for	Index prepared by																		
0.	[•]	[•]																		
0.	[•]	[•]																		
0.	[•]	[•]																		
[•]	non-adjustable																			
1.00																				
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.																		
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																		
X13	Performance bond																			
X13.1	The amount of the performance bond is	R [•]																		
X17	Low service damages																			
X17.1	The <i>service level table</i> is in	[•]																		
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	<p>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p>																		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of 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 available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p>																		

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <p>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.</p>
X18.5	The <i>end of liability date</i> is	6 months after the end of the <i>service period</i> .
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

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*.
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 requirements, 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 Eskom OHS requirements and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his contractors, 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 contractors, 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 <i>Contractor</i> 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,
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- 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.
- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 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.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

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

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

C2 Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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

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

C3: Scope of Work

C3.1 Service Information

SCOPE OF WORK

1 INTRODUCTION

1.Scope of Work / Service Description / Business requirements

1.1 General requirements

Successful Bidders will be required to provide the following Services (but not limited thereto) in a diligent manner-

1.1.1 Provision of comprehensive Security Threat and Risks Assessments and Protection Plans for Eskom Executive Management and identified employees included in the protection programme.

1.1.2 Trained and certified Armed Close Protection Officers (CPO), in line with PSIRA requirements, available 24/7 seven days a week including public holidays.

1.1.3 Suitable, reliable, and roadworthy unmarked Vehicles for use during close protection activities (determined by Eskom Group Security) to transport Eskom personnel, to be available seven days a week (including public holidays as and when required).

1.1.4 Have proper mitigation strategies to deal with threat levels and risks to the principals on an on-going basis (Known threats, direct threats and perceived threats)

1.1.5 Information and intelligence gathering to plan and prepare risk mitigation strategies to minimise risk and threat to principals.

1.1.6 Liaise and communicate with principals, Eskom contracts manager and other Close Protection Officers on assignment using reliable form of communication devices (two-way radios, PPT, Cell-phones, microphone earpieces).

1.1.7 Always establish and maintain secure environments by conducting Threat Assessment in areas where the principal is most vulnerable or at "risk" and be able to manage the risk by means of planning the day-to-day routine in a safe environment utilising appropriate close protection techniques to protect the principal.

1.1.8 Always maintain the safety and security of principals whilst on foot by using different formations to meet the needs and expectations of different settings.

1.1.9 Always maintain the safety and security of principals whilst in transit by assessing and identifying alternate travel routes to suit different environments or situations.

1.1.10 Always maintain the safety and security of principals between venues by applying appropriate venue protection security techniques such as access control and patrols.

1.1.11 Always ensure the safety and security of the principal and close family members whilst at home (when required).

1.1.12 Maintain security and personal awareness by constantly being aware of your surroundings and that of the principal.

2 Security Vetting of the Successful Bidder's Personnel

2.1 The award of a bid is conditional upon the shortlisted successful Bidders passing security screening checks by Eskom Group Security.

2.2 Eskom reserves the right at its sole and absolute discretion to do background security screening checks on the successful Bidder, its Directors and Security Officers deployed or assigned to Eskom and involved and with the performance of the Services.

2.3 The Bidder and its Directors must submit consent forms as may be reasonably requested by Eskom, to enable Eskom to conduct such security screening checks as aforementioned.

2.4 Security screening checks shall include, but not be limited to, checks on criminal records, credit references, identity documents, Qualification verification, Institution Accreditation verification and credit checks.

2.5 Where Eskom, in its sole discretion, finds any of the successful Bidder's Personnel deployed at Eskom to be a security risk, Eskom will inform the successful Bidder accordingly in writing and the successful Bidder will be required to immediately remove such Personnel.

2.6 Failure to affect such a replacement of the successful Bidder's Personnel, with a suitably trained and equally graded substitute within a period of twelve (12) hours after having been so informed by Eskom, will constitute a Performance Failure.

2.7 The successful Bidder must supply Eskom proof of security screening for personnel to be deployed or utilised to render services.

2.8 The successful Bidder shall conduct criminal status screening of its Personnel annually including verification of identity documents, and Eskom may at any time verify the results of such security screening, including subjecting personnel to polygraph testing at Eskom's discretion

2.9 All CPO officers are required to sign the Eskom Non-Disclosure Agreement and Declaration of Secrecy prior to deployment.

3 Relevant Registration, Certification, and Identification Cards

3.1 All Close Protection Security Officers must be registered with PSIRA and must be South African citizens.

3.2 All Close Protection Security Officers must have a working knowledge of evacuation procedures in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

3.3 Close Protection Security Officers must always carry their PSIRA Identification Cards, identity documents/ cards, valid firearm permits, drivers' licence and firearm competency certificates.

4 Medical / Fitness Requirements

4.1 All Close Protection Security Officers must undergo medical and physical fitness examinations at least once per year or as directed by Eskom.

4.2 All Close Protection Security Officers must undergo psychological assessments at least once a year or following exposure to trauma, particularly involving death.

5 Personal Protective Equipment

5.1 The successful Bidder must be in possession of Eskom's Standard Operating Procedures pertaining to Personnel Protection Equipment (PPE), including but not limited to, bullet resistant jackets (Level III, Eskom standard), firearm holsters, and the successful Bidder must issue the PPE accordingly and within PSIRA and Group Security requirements and prescripts.

5.2 Close Protectors must wear appropriate dress code to suit the principal and the event, activity.

6 Training

6.1 The successful bidder must ensure that all Close Protection Officers have access to a certified shooting range approved in line with SABS and the Firearms Control Act, 2000 (Act No. 60 of 2000) and provide proof of firearm training,

which must be up to date

6.2 All Personnel must have access to trainers, moderators, and assessors in accordance with the PSIRA and/or Security Sector Education Authority (SASSETA).

6.3 The successful Bidder must develop and implement a firearm training plan, including refresher in line with the Firearms Control Act, 2000 (Act No. 60 of 2000).

6.4 All Close Protection and Tactical Officers rendering the Services to Eskom in terms of this contract must undergo the Advanced and defensive driving, first-aid and fire-fighting training and the Advanced VIP Protection training with an accredited service provider.

7 Behavioural requirements:

The successful Bidder's Close Protection Security Officers must not-

- 7.1 Consume alcohol, take illegal drugs, or possess such substances whilst on duty.
- 7.2 Report for duty whilst under the influence of any intoxicating substance.
- 7.3 Sleep whilst on duty.
- 7.4 Leave a post unattended without the superior's permission.
- 7.5 Be dishonest at any time during the contract term.
- 7.6 Become embroiled in arguments in view of the principals or other members of the public.
- 7.7 Commit a Security Incident or use unauthorised electronic devices or illegal electronic connections.
- 7.8 Aid and/or abet in the commission of a Security Incident or crime.
- 7.9 Make disclosures of information or documents to unauthorised persons.

8 Management Responsibilities

8.1 Management/ Supervisors must ensure the following:

8.2 All Close Protection Security Officers assigned to Eskom personnel are properly trained, fit-for-purpose, reliable, of reputable background, of sound character and able to perform their duties.

8.3 Close Protectors conduct a handover on completion of all assignments.

8.4 All Close Protection Officers deployed at Eskom do not have criminal records.

8.5 All Close Protection Officers conduct themselves in a disciplined and professional manner, as required by the Code of Conduct for Security Service Providers, 2003 and the successful Bidder's own Disciplinary Code and Procedures and Eskom's policy and procedures (Cardinal Rules included), whenever they are at an Eskom Site / event or with the Eskom personnel.

8.6 All Close Protection Officers adhere to the dress code regulations, Eskom policies, standard operating procedures and Safety and Security instructions.

8.7 Incident investigation reports are prepared and submitted to the relevant Eskom Authorised Representative or his/her appointed delegate within four (4) hours of the Security Incident or Emergency occurring.

8.8 All invoices must comply with Eskom invoicing principles and shall contain a detailed description of the services rendered.

8.9 Management must be available to attend unscheduled meetings which may be called by Eskom to discuss any matter regarding the performance of Services, at its sole discretion.

9 Incident report format

- Date of incident and time
- Area and address where the incident happened
- Details of the Close Protector managing the incident
- Details of the Eskom employee involved in the incident

- Details regarding the SAPS station the incident has been reported to
- Details of the hospital where the employee is treated, where applicable
- Details of the vehicle used for the protection
- Details regarding the findings of the incident

Annexure B – Service Levels and Financial Penalties

No.	Service Level	A short description of the performance failures	Financial Penalty
1.	The Service Provider must ensure that Close Protection Officers undergo: A Medical and Physical Fitness Examination at least once in a year. Advanced and defensive driving at least once a year.	The Service Provider fails to submit the required proof of the CPO undergoing the required examinations or training before the end of the 12-month period.	R2 500.00 per incident of non-compliance.
2.	The Service Provider must ensure that Security Incident or Emergency investigation reports are prepared and submitted to Eskom Authorised representative or his/her delegate. The Service Provider must strictly adhere to all the requirements of Eskom Group Security regarding recording and reporting of Security Incidents and Emergencies.	Security Incident or Emergency occurring to the Eskom Authorised Representative or his/her delegate. The Service Provider fails to prepare and submit a full investigation report within one (1) day of the occurrence of the Security Incident to the Eskom Authorised Representative or his/her delegate.	R1 500.00 per Emergency or a Security Incident, in respect of a failure to submit a report.
3.	Close protectors not wearing the appropriate dress code.	Inappropriate dress code.	R1 000 per incident
4.	Close Protectors must have their Identification and PSIRA Cards on their person always.	Close Protectors fail to have the Identification and PSIRA Cards on their person.	R1000 per incident
5.	Close Protectors must not: <ul style="list-style-type: none"> • Consume alcohol, take illegal drugs, or possess such substances whilst on duty. • Report for duty whilst under the influence of any intoxicating substance. • Sleep on duty; or • Use an unauthorized electronic device or electronic connections. 	Close Protectors commits any one of the prohibited acts.	R500.00 per incident of non-compliance.
6.	Close Protectors must not: <ul style="list-style-type: none"> • Commit a Security Incident or criminal act. • Aid and abet in the commission of a Security Incident or crime. 	Close Protectors commits any one of the prohibited acts.	R3 500.00 per incident of non-compliance.

Mandatory Requirements

Stage 1

The bidder must comply to the following mandatory requirements to respond to this tender. Bidders who are NOT compliant will be disqualified. The bidder must demonstrate their capability with regards to the following requirements:

Item	Description	Comply	Not Compliant	Comment
1.	Company must have a valid Private Security Industry Regulatory Authority (PSIRA) certificate in the name of the company and/or Close Corporation as per the industry Circular dated 10 March 2015 issued by the Private Security Regulatory Authority effective from 01 December 2014. (Submit original or certified copy).			
2.	Recent letter of good standing not older than six months from Private Security Industry Regulatory Authority (PSIRA) certificate in the name of the company and/or Close Corporation. (Submit original or certified copy).			
3.	Valid letter of good standing from Workman's Compensation (COIDA) in the name of the company and/or Close Corporation. (Submit original or certified copy).			
4.	Valid Unemployment Insurance Fund (U.I.F) registration certificate in the name of the company and/or Close Corporation. (Submit original or certified copy).			
5.	Proof of competency training for the proposed protectors (Attach certificates from approved PSIRA accredited institutions).			
6.	Firearms licenced in the name of the legal entity of the service provider (Submit certified copies of the licences).			
7.	Surveillance and counter Surveillance capabilities that identifies and deters potential attackers prior to any attack, including the use of drones (Where necessary).			
8.	CPOs trained in evasive and defensive driving. (Attach certificates from accredited institutions including driver's licence/s).			
9.	First Aid competence of CPOs. (Attach certificates from accredited institutions).			

10.	Three relevant contactable references.			
11.	Minimum 5 years in implementing close personal protection services.			
12.	The Service Provider must be able to supply reliable vehicles as and when required. (Submit certified copies of vehicle certificates in the name of the company and/or Close Corporation or confirmation from a leasing company).			

Stage 2

Technical/Functional Scoring Criteria

Bidders who do not obtain a minimum of 80% functionality will not go through to the proceeding phase. Presentations and site visits may be required and will be communicated to shortlisted bidders.

No.	Criteria	Weight
1.	<u>Company Experience</u> Bidders must provide a comprehensive company profile and demonstrate experience in executing the work required refer to the scope above. (Minimum 10 years' experience).	>10 years 45% Between 5-10 years 30% Less than 5 years 20%
2.	<u>Key CPO Personnel</u> Qualifications, certifications, experience, and CVs of nominated CPO officers.	8-10 CPO officers 20% Less than 8 CPO officers 10%
3.	<u>Approach and Methodology</u> Bidders must provide their approach and methodology to be followed for Close Protection Officer Services.	20% Percentage will be based on the transparent and comprehensive approach to CPO services.
4.	<u>References</u> Reference letter from the clients (3) confirming Closed Protection Officer Services rendered. The reference letter or list should include the following: name of the entity, contact person, designation of contact, contact number, contract value and contract period.	15% 5% per reference

Employer's requirements for the service

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

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

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

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

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

4.1 Meetings

Monthly meetings must be scheduled every 2nd week of the month with Contract Management Team and the following should be included as standing agenda points for discussion:

4.2 Use of standard forms

Communication in relation to any contractual dispute must be captured on an official letter head and signed by appointed contract representatives (Contract Managers, this letter can either be hand delivered or e-mail and acknowledge by recipient).

Permission must be obtained through Eskom Fleet Shared Services to engage in outside communication in relation to contract activities, contract works with Eskom drivers or any other person or organisation that does not form part of the Contract management team.

4.3 Invoicing and payment

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

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

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

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

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

4.4 Records of Defined Cost

Not Applicable

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

Not applicable

4.6 BBBEE and preferencing scheme

Not applicable

4.7 Cataloguing requirements by the Contractor

Not applicable

5. Requirements for the plan

Not applicable

6. Services and other things provided by the Employer

Item	Date by which it will be provided
Access to Eskom buildings and sites	

7. Property affected by the service

Access to Eskom buildings and sites .

Task Order

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

Task Order No. [●] service .[●]

To: [●].....
..... (Contractor)

Task Order No. [●] service [●]
 To: [●].....
 (Contractor)

I propose to instruct you to carry out the following task:

Description	[•]
Starting date	[•]
Completion Date	[•]
Delay damages per week	[•]

Please submit your price and programme proposals below.

Signed: _____ Date _____

(for *Employer*)

Delay damages per week [●]

(for *Employer*)

Total of the Prices for this Task Order R _____

(for *Contractor*)

(for *Employer*)