

Provision of armed response and Ad hoc guarding for 60 months at Cradock Depot



NEC3 Term Service Contract (TSC3)

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

**and
(Reg No.)**

**for Provision of armed response and Ad hoc guarding for 60
months at Cradock Depot**

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CONTRACT No. [Insert at award stage]

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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:

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R

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.

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

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Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the tenderer:

For the Employer

Signature _____

Siyabulela Sishuba _____

Name _____

Senior Manager Apollo & CS _____

Capacity _____

NTCSA Apollo & Centralised Services Grid _____

On behalf of _____
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X4: Parent company guarantee
		X12: The Partnering Option
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: <i>Additional conditions of contract</i>
	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.	TBA
	Fax No.	TBA

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

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10.1	The <i>Service Manager</i> is (name):	Baleni Ngwenya
	Address	Apollo Converter Station National Transmission Company South Africa SOC Ltd (NTCSA) Plot 393 Witkoppies Farm Cnr 43rd and Plane Rd, Olifantsfontein,1665
	Tel	011 871 2479 and 0822297577
	Fax	TBA
	e-mail	NgweyBa@ntcsa.co.za
11.2(2)	The Affected Property is	The Cradock Live Line Depot 2285 Olea Street, Cradock 5880
11.2(13)	The <i>service</i> is	Provision of armed response and Ad hoc guarding for 60 months at Cradock Depot
11.2(14)	The following matters will be included in the Risk Register	Fence cuts and alarm failure
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents to which it refers.
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 Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	3 Days of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 September 2026
	The <i>ending date</i> is	31 August 2031
30.1	The <i>service period</i> is	60 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.

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51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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.</p>
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	1. None
9	Termination	The employer reserves the right to terminate this contract if the contractor is not servicing in terms of the scope of work. In such instances the termination will be in the contractor's cost.
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	

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	service at intervals no longer than	4 weeks.
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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).
	Address	TBA
	Tel No.	TBA
	Fax No.	TBA
	e-mail	TBA
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, Johannesburg
	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	Prices are fixed for the first 16 months from the base date and then CPA will apply.		
X1.1	The <i>base date</i> for indices is	One Month before tender closing date		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
			Labour (All Grades)	As per PSIRA Rates Increases
		85%	Transportation SEIFSA (Road	SEIFSA

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		Freight Cost)
		15% 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.
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	<p>The greater of</p> <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
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> <ul style="list-style-type: none"> • 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.

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X18.5	The <i>end of liability date</i> is	3 months after the end of the <i>service period</i>.
Z	The <i>additional conditions of contract</i> are	Z1 to Z15 always apply.

Z1 Cession delegation and assignment

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

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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.

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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,

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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

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	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	<p><u>Loss of or damage to property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount required by the applicable law.</p>
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

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- 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.

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- 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.
- Z15 Recovery of Cost due to Contractor's Negligent**
- Z15.1 In the event that the Employer's material or equipment is stolen, lost or damaged while the Contractor's guards are on duty or contracted to be on duty and, upon investigation by the Employer it is found to be as a result of default in any of its obligations or negligence under this contract by the Contractor or its employees/guards, the Contractor shall be held liable for the total cost and payment of stolen, lost and/or damaged material or equipment. Payment shall be made by the Contractor within 60 days of notification/invoice from the Employer. In the event that the Contractor fails to make payment within 60 days, the Employer may set off the amount by deducting it from a subsequent *invoice for payment to the Contractor*.

Provision of armed response and Ad hoc guarding for 60 months at Cradock Depot

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:	

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

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- 2 Name:
- Job
- Responsibilities:
- Qualifications:
- Experience:

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

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

Provision of armed response and Ad hoc guarding for 60 months at Cradock Depot**PART 2: PRICING DATA****TSC3 Option A**

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

Provision of armed response and Ad hoc guarding for 60 months at Cradock Depot

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 <ul style="list-style-type: none"> • 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.

Provision of armed response and Ad hoc guarding for 60 months at Cradock Depot

C2.2 the *price list*

Requirements for armed response and Ad hoc guarding

Description	Unit	Quantity per month	Total cost per monthly	Total cost for 60 months
Vehicle fitted with satellite tracking able to time of response at the Cradock depot. Armed response officer with bullet proof vest level three	1	1		
Vehicle fitted with satellite tracking able to proof the location of the vehicle at time. Two-armed armed with bullet proof vest level three	1	As and when required		

PART 3: SCOPE OF WORK

Document reference	Title: Scope of work- Cradock Liveline 240-180000491	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	

Provision of armed response and Ad hoc guarding for 60 months at Cradock Depot

		Total number of pages

Provision of armed response and Ad hoc guarding for 60 months at Cradock Depot

Title: **PROVISION OF ARMED RESPONSE AND ADHOC GUARDING FOR 60 MONTHS** Document Identifier: **240-180000491**

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INTRODUCTION

The Cradock Live Line Depot is one of seven strategically positioned live line teams across the country, responsible for performing live work on NTCSA transmission lines ranging from 220 kV to 765 kV. The team operates with a wide range of specialized equipment stored at the depot, enabling them to execute highly technical live work. Most of the tools and vehicles are designed specifically for live line applications. These are not standard, off-the-shelf items; they are highly specialized, costly, and subject to long procurement lead times. As such, safeguarding this equipment is critical to prevent loss or damage and to ensure the team's operational readiness and mobility. Any theft or damage to live work equipment would have a direct and detrimental impact on the transmission network, as the team would be unable to perform live work or respond effectively to emergencies. Protecting these assets is therefore essential to maintaining the stability, reliability, and resilience of NTCSA's transmission operations.

PURPOSE

The purpose of this document is to describe and clarify the security requirements for the Cradock Live Line Depot. This includes the deployment of an armed response team and the provision of physical guarding, should the need arise. The Contractor shall ensure continuous protection of assets, personnel, and operations in line with NTCSA standards and South African legislation.

Supporting clauses

Informative

- i. Private Security Industry Regulations Act (Act 56 of 2001).
- ii. National Key Point Act (Act 102 of 1980) amended by Critical Infrastructure Protection Act (Act 8 of 2019).
- iii. Criminal Matters Amendment Act (Act 18 of 2015).
- iv. Criminal Procedure Act (Act 51 of 1977).
- v. Fire-arms Control Act (Act 60 of 2000).
- vi. Performing Animal Protection Amendment Act (Act 4 of 2016).
- vii. Occupational Health and Safety Act (Act 85 of 1993).
- viii. SANS PPE specifications
- ix. 240-62196227 Eskom Life-saving Rules
- x. 32-520 Occupational Health and Safety Risk Assessment Procedure

Normative

- i. 360-121002219 – Security Operations Operational Plan.
- ii. 31-391 – Integrated Risk Management Standard.
- iii. 32-85 – Eskom Information Security Policy.
- iv. SSA – Security and Risk assessment guideline
- v. Minimum Information Security Standards (MISS).
- vi. Minimum Physical Security Standards (MPSS).

CONCEPTS, DEFINITIONS AND ABBREVIATIONS

DEFINITIONS

Definition	Explanation
Asset	An item or process that an individual, Institution, community or Government values and is important to supporting the expectations,

Definition	Explanation
	objectives, outcomes of that individual, community, Institution or Government.
Asset Owner/client	The Accountable / Responsible person of the assets to be assessed

ABBREVIATIONS

Abbreviation	Explanation
PSIRA	Private Security Industry Regulatory Authority
SHEQ	Safety, Health, Environmental and Quality
OHSA	Occupational Health and Safety Act
NKPA	National Key Point Act
STA	Security Threat Assessment
SAPS	South African Police Service
SSA	State Security Agency
SASSETA	Safety and Security Sector Education and Training Authority
RO	Response Officer
SO	Security Officer
RV	Response Vehicle
OB	Occurrence Book
NKP	National Key Point
PSPF	Private Security Provident Fund
CLN	Customer Load Network
GMU	Guard Monitoring Unit.
PTT	Push to Talk Radio
SOW	Scope of Work
Ad-hoc	Arranged or done for a specific situation or need

Security Scope of Work (Apollo & Centralised Services / Eskom NTCSA) and Contractor

Services Required

- **24/7-Armed Response:** PSIRA-accredited officers available at all times to respond to alarms and incidents.
- **Ad Hoc Armed Guarding:** Deployment within Cradock municipality as instructed.
- **Alarm System Integration:** Ensure compatibility with SP6000 Paradox system and approved

transmitters (FSK, Alarm, RDC).

- **Electric Fence Monitoring:** Integrated via Zone 6 output of alarm panel.

Bill of Quantities

Site	Number of Guards	Grades	Shift
2285 Olea Street, Cradock	1-Armed Response Officer (1 vehicle)	1 × Grade C	24/7
Cradock Municipality (as and when instructed)	2 - Armed Guards (1 vehicle)	2 × Grade C	Ad hoc

Contractor Requirements

The contractor is required to meet the following requirement to tender for this service.

- Valid **PSIRA registration** (company and directors, minimum Grade B).
- Minimum **5 years' industry experience** with proof of service.
- Compliance with **SARS, Department of Labour, and company registration**.
- Established **24-hour control room** subject to NTCSA inspection.
- Knowledge of applicable **South African legislation**.
- Attendance at **weekly operational** and **monthly contract management meetings**.
- Liability for **losses, theft, or damages** due to negligence or non-performance.

Nature of Services

Among the services needed are the following

- Armed response, patrolling, and situational reporting.
- Integrated monitoring and incident management.
- Polygraph testing at Contractor's cost when required.
- Deterrence and defense against criminality, sabotage, vandalism, and industrial action.
- Rapid response to emergencies and life-threatening incidents.
- Crime scene management until SAPS assumes control.
- Continuous operational reporting and audiovisual documentation of incidents.

Pre-Deployment Provisions

Before assigning the officers to the site, the contractor must provide the security management with proof of the following

- ORHVS awareness and access authorization.
- Use of **company-licensed firearms only**.
- Provision of PPE: SA MIX Level III body armour, pepper spray, boots, riot control gear (as required).

- Mandatory **body cams** for patrol and escort officers.
- Officers subject to **polygraph testing** at agreed intervals.

Security Officer Requirements

The armed response officers must possess the necessary training to be competent.

- **PSIRA Grade C Armed Response** accreditation.
- Valid firearm competency certificates (business purposes, SAPS-issued).
- SASSETA firearm training and Regulation 21 refresher training annually.
- Matric (Grade 12), English literacy, and medical fitness certification.
- No criminal convictions or undisclosed pending prosecutions.
- Company-issued uniforms, insignia, and SA MIX Level III bulletproof vests.
- Equipped with radios, torches, pepper spray, handcuffs, first aid kits, and communication devices.
- Vehicles must comply with NTCSA safety standards, display company logos, and have live GPS tracking.

Firearms Management

The Firearm Control Act must be followed when handling firearms.

- Only NTCSA-approved firearms (9mm pistols, shotguns with rubber bullets).
- Training for business purposes is mandatory.
- Contractor responsible for firearms, ammunition, safes, registers, and crowd control equipment.
- Strict adherence to firearm handling procedures during shift changes.
- No private firearms permitted for business use.

Communication & Reporting

The officers deployed on site and the control room must be linked in more than one communication channels.

- Continuous communication between control room and deployed staff via radios, PTT, or contracted cell phones.
- Silent panic buttons integrated into devices.
- Weekly incident status reports to NTCSA.
- Immediate reporting of criminal incidents to SAPS.
- Preliminary investigation reports within 14 days; final reports within 30 days.

Business Continuity & Contingency Planning

Contractor must disclose and maintain contingency plans for:

- Labour unrest or strikes.
- Manpower shortages.

- Equipment failures (vehicles, communication systems).
- Internal grievances.

Documentation (Pre-Deployment)

The below documents must be submitted to security management prior to deployment.

- Certified PSIRA certificates (company and directors).
- Valid firearm competency certificates (business purposes, SAPS-issued).
- SASSETA firearm training and Regulation 21 refresher training annually.
- Security clearance and criminal background checks (≤3 months old).
- Safety file approval and site induction.
- Vehicle lists and maintenance records.
- Emergency preparedness procedures.
- Site-specific SOPs (incident response, communication, firearm handling, medical emergencies).

SHEQ & Safety Requirements

Safety file including the following information must be submitted and approved before deployment.

- Contractor to provide a **SHEQ Officer** with minimum SAMTRAC certification and 3 years' experience.
- Safety file to include OHS policy, risk assessments, incident investigation procedures, and monthly safety agendas.
- All officers to undergo safety induction prior to deployment.
- Strict compliance with Criminal Procedure Act regarding minimum force.
- Vehicles equipped with GPS tracking.

Salaries & Labour Compliance

The supplier must be in labour compliance.

- Officers to be paid not less than **Sectoral Determination minimum wage**.
- Registration with Department of Labour: UIF, COID, and provident fund.

Risk, Insurance & Non-Performance

It is important that the supplier have its own insurance for any unforeseen circumstances.

- Contractor is liable for damages, theft, or losses due to its negligence.
- Penalties imposed for non-conformance as per Eskom deficiency schedule.
- Contractor is encouraged to have its insurance which will cover as per the contract terms and conditions.

Ethics & Confidentiality

Security personnel must ensure that trust, honesty & integrity are observed.

- Zero tolerance for bribery, inducements, or corrupt practices.
- Contractor must maintain confidentiality of all information and images unless authorized by Employer.
- Taking of photos requires prior written consent.

Contractual Terms

The contractual terms are binding to the parties entering into this service agreement.

- No delegation or assignment without Employer's written consent.
- The supplier will take full responsibility for any failure to perform in accordance with this contract.
- Any loss incurred by the employer due to the failure of the supplier to perform, the supplier will have to reimburse the employer within 30 days after the investigation.
- Acceptance of Contractor's offer constitutes binding agreement under these terms.