

PROVISION OF SECURITY SERVICES, MAINTENANCE, REPAIR AND INSTALLATION OF SECURITY TECHNOLOGY AND SYSTEMS AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS



NEC3 Term Service Contract (TSC3)

**Between ESKOM HOLDINGS SOC Ltd
(Reg No. 2002/015527/30)**

and

**for
PROVISION OF SECURITY SERVICES, MAINTENANCE,
REPAIR AND INSTALLATION OF SECURITY
TECHNOLOGY AND SYSTEMS AT DUVHA POWER
STATION FOR A PERIOD OF 36 MONTHS**

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CONTRACT No.

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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:

Provision of Physical Security at Duvha Power Station, NKP, and non-NKP areas for a period of 36 months

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

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

Options A	The offered total of the Prices exclusive of VAT is	
	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(in words)	

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

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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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

for the Employer Eskom Holdings SOC Limited
 Duvha Power Station
 Old Bethal Road
 1035

(Insert name and address of organisation)

Name & signature of witness

Date

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

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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	N/A	N/A

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

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

(Insert name and address of organisation)
 Eskom Holdings SOC Limited
 Duvha Power Station
 Old Bethal Road
 1035

Name & signature of witness _____

Date _____

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option:</p> <p>_____</p> <p>dispute resolution Option</p> <p>and secondary Options</p> <p>_____</p> <p>of the NEC3 Term Service Contract April 2013² (TSC3)</p>	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X2 Changes in the law</p> <p>X17: Low service damages</p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p>
10.1	<p>The <i>Employer</i> is (name):</p> <p>Address</p> <p>Tel No.</p> <p>Fax No.</p>	<p>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</p> <p>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</p>
10.1	<p>The <i>Service Manager</i> is (name):</p> <p>Address</p> <p>Tel</p> <p>Fax</p> <p>e-mail</p>	<p>Duvha Power Station Old Bethal Road</p>

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

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11.2(2)	The Affected Property is	Duvha Power Station, Duvha properties and its boundaries
11.2(13)	The <i>service</i> is	Provision of physical security at Duvha power station, NKP, and non-NKP areas for 12 months
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Community Unrest 2. Labour strike 3. High Noise Exposure 4. Slip, Trip and Fall 5. Falling Objects 6. Criminal Attacks 7. Vehicle accidents
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	Two 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	2 weeks of contract award
3	Time	
30.1	The starting date is.	
30.1	The <i>service period</i> is	3 years
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	25th day of each 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	30 days
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the

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event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	The Employer will not make payment if the invoice from the contractor does not correspond with the price assessed by the Service Manager on the payment certificate
9	Termination	Refer to Core Clause 9 of the NEC3 TSC
10	Data for main Option clause	
A	A Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Four (4) weeks

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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	To be appointed when dispute arise
	Tel No.	
	Fax No.	
	e-mail	
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 of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	
12 Data for secondary Option clauses		
X2		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	Annexure A
X17.1	The <i>service level table</i> is in	Low Services table: Refer to Annexure A

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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	R0.00 (Zero)
X18.1.2	where the Personnel of the Employer (including but not limited to Third Party contractors to the Employer) are reasonably suspected of having been involved, by collision or otherwise, in any claim, the maximum liability of the Contractor shall not exceed	50% Employer and 50% Contractor depending on the outcome
X18.1.3	the Contractor and/or its Personnel shall not be liable to the Employer in any circumstances or to any extent whatsoever in respect of any loss or damage unless written notice of a claim is received by the Contractor within: of the discovery by the Employer or its Personnel of the loss or damage alleged to give rise to any such claim or within: of the time when the Employer ought reasonably to have	30 Working days 30 Working days
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for direct loss of or direct damage to the <i>Employer's</i> property is limited to	Total Contract Value
X18.3	The <i>Contractor's</i> liability for Defects due to its design of an item of Equipment is limited to	Total Contract Value
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 is limited to	Total Contract Value
X18.5	The end of liability date is	90 days after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days of receiving the Task Order

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X20	Key Performance Indicators (not used when Option X12 applies)
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in Annexure [●] to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of [●] months
Z	The additional conditions of contract are Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*.

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- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

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

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

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

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Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

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of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

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

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

- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

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- TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (“Asbestos Regulations”). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor’s* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor’s* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer’s* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the Contractor

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)]

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

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:	

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

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Responsibilities:

Qualifications:

Experience:

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 C2.2
11.2 (21)	The tendered total of the Prices is

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PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Priced contract with price list	2
C2.2	The <i>price list</i>	1

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <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.
		(21) 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.

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

2. Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information.

This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

3. Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the

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

4. Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the

price list either as a process of offer and acceptance (tendering) or by negotiation depending on the nature

of the *service* to be provided. Alternatively, the *Employer*, in his Instructions to Tenderers or in a Tender

Schedule may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items 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.

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the price list

Schedule A: General costs

Item nr	Description	No.	Unit	Expected Quantity	Rate	Price
1.	Employees home-work-home transport	1	Monthly	36		
2	On-site Staff Transport-posting vehicle- Combi	1	Monthly	36		
3	Site Establishment-	Sum	Once off	1		
4.	Site de-establishment	Sum	Once off	1		
5	Safety, Medical, Security Clearance, Reg. 21 and NKP refresher	Sum	Annually	3		
6	Armoured Vehicle- B6 ballistic protection level) (Supervisor) 4x4 Double Cab Bakkie Day & Night Shift - Mon – Sun	1	Monthly	36		
7	Armoured Patrol vehicle - Club Cab Bakkie (B6 ballistic protection level) Day & Night Shift - Mon – Sun	2	Monthly	36		
8	Body Cam	12	Monthly	36		
9	Guard Houses – b6 ballistic Armoured protection level	10	Once Off	Sum		
10	Guard Monitoring system	15	Monthly	36		
11	Technical – CCTV, access control systems and alarm systems maintenance	Sum	Monthly	36		
12	Alarm installations	8	Once Off	Sum		
13	Electronic key systems Maintenance, license and replacement	5	Once Off	36		
14	2D Vehicle Scanner and subscription fees	16	Monthly	36		
15	Parkhome office- 8 X 6 metres	1	Once Off	Sum		
16	P&G;s	1	Monthly	36		

The total of the Prices

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

Schedule B: Site Manager and Safety Officer (Monday to Friday- 8 hours) Non NKP

Item nr	Description	No.	Unit	Expected Quantity	Rate	Price
1.	Site Manager	1	monthly	36		
2.	Safety Officer	1	monthly	36		

The total of the Prices

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Schedule C: Armed Supervisor: Day & Night Shift (Monday to Sun- 12 hours)- Non NKP

Item nr	Description	No.	Unit	Expected Quantity	Rate	Price
1	Grade B Day Shift – 12 hour	1	Monthly	36		
2	Grade B Night Shift – 12 hours	1	Monthly	36		

The total of the Prices

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Schedule D- Armed Mobile Patrol Officers- NKP and NON NKP - Day & Night – Monday – Sunday- 12 hrs

Item nr	Description	No.	Unit	Expected Quantity	Rate	Price
1	Grade C (Armed) Day Shift – 12 hours	2	Monthly	36		
2	Grade C (Armed) - Night Shift – 12 hours	4	Monthly	36		

The total of the Prices

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Schedule E: Day & Night NKP & NON NKP armed Security Officers (Monday to Sun- 12 hours)

Item nr	Description	No.	Unit	Expected Quantity	Rate	Price
1.	Grade C Armed (Day Shift – 12 hours shift)	22	monthly	36		
2.	Grade C Armed (Night Shift – 12 hours shift)	34	monthly	36		

The total of the Prices

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Schedule G – Technical: Technician and Project Supervisor- Monday to Friday

Item nr	Description	No.	Unit	Expected Quantity	Rate	Price
1.	Technician - Grade C – Day shift	3	monthly	36		
2.	Technical Supervisor	1	monthly	36		
3	Standby allowance	Sum	Monthly	36		

The total of the Prices

Schedule F- Adhoc Services- Incidents, Outage & Protests

Item nr	Description	No.	Unit	Expected Quantity	Rate	Price
4	Grade C Armed (Day & Night – 12 hours shift)	20	monthly	12		
5	Mobile Cameras	3	Monthly	12		

The total of the Prices

The total contract price

NOTES TO THE ABOVE

* The following details regarding the vehicles:

Position	Vehicle	Kilometres included	Excess km charge (Excl. VAT)
Supervisors armoured Vehicle	4x4 Double Cab	10000	
Armoured Patrol Vehicles X2	4x4 Club Cab	14000	
On-site Staff Transport	16-seater	5000	

NB: Armoured Supervisor and patrol vehicle must be on B6 ballistic protection level.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	6
C3.2	<i>Contractor's Service Information</i>	41
	Total number of pages	20

C3.1: EMPLOYER'S SERVICE INFORMATION

1. Description of the service

1.1 Executive overview

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

The service is the provision of Physical Security Services at Duvha Power Station, National Key Point (NKP) and non-NKP sites for 12 months.

2. SCOPE OF WORK

The scope of work consists of categories A and B, where:

- a) Category A includes Access Control, Patrols and Static Guarding
- b) Category B includes Supervisors, Escorting,
- c) Adhoc (Outages, Protest, etc All Adhoc services including to be priced separately.
- d) Security systems maintenance
- e) Technicians and Technical Supervisor

2.1. Static and Access Control - Grade C Armed National Key Point (NKP) security officers

Access control activities consist of the control and management of the movement of employees, visitors and contractors.

Positive identification at all times:

- ❖ Eskom Employee only by means of Eskom permit Card, No Eskom ID card treated as a visitor.
- ❖ Visitor and Contractors access by means of SA ID, passport, drivers licence and contractor permit.
- ❖ Recording of visitors details electronically or manually.
- ❖ Visitor confirming process.
- ❖ Visitors must be accompanied by a host at all times or security personnel if necessary
- ❖ Declaration, recording and movement control of equipment and material.
- ❖ Screening of persons and articles/parcels through the use of electronic equipment ensuring prohibited items are not brought on site.
- ❖ Alcohol testing to be conducted at all times
- ❖ Conducting thorough searching to all persons coming in and/or leaving sites.

2.2. Vehicle patrol Officers- (Armed Grade C & NKP and NON NKP Guards)

The provision of static unarmed and armed NKP trained guards to perform vehicle patrol duties at all National key point and Non-National key point Eskom facilities.

2.3. Security Patrols -Armed Grade C NKP Guards

- ❖ Execution of crime prevention patrols and armed response at the critical network infrastructure and hotspot areas including any other specified sites within regional boundaries.
- ❖ Visiting and patrolling of Eskom sites at irregular intervals and not in a specific sequence, to detect the presence of unauthorized person, suspicious activities or occurrences that may endanger personnel or critical network infrastructure.
- ❖ Prevention of unauthorized removal of Eskom assets from Eskom sites and network infrastructure.
- ❖ Perform armed response activities to substations, Eskom offices, network infrastructure and hotspot areas in the assigned area of operation.
- ❖ Provide escort duties to Eskom employees, contractors and Oil trucks while working in hotspot areas and as required by Eskom Duvha Power station.
- ❖ Armed escorting services entail the escorting of Eskom personnel and contractors during office and after hours in high-risk areas, and situations as determined by security risks and threats
- ❖ The patrol teams will be expected to report for duty at a specified Eskom site before commencement with patrol activities. Eskom reserves the right to change the reporting base within the boundaries of the allocated geographical area.
- ❖ The Eskom Security project manager or his/her delegate reserves the right to re-direct crime prevention activities in his/her area of responsibility.
- ❖ No deviations from the operational plan without the authorization of the Eskom Security project manager or his/her delegate will be permitted.
- ❖ .
- ❖ The Security Service providers' duties are not limited to the above but shall include any other legal security activities that Eskom may introduce in order to enhance security in the Operating Divisions, in line with the security services outlined here above and such activities shall be communicated to the Service provider in writing.

2.4. Escorting Services (PSIRA Grade C guards)

2.5. Operational requirements

2.5.1. Supervisors and Patrol Team Operational Requirements

- ❖ All Supervisors and Patrol Team must be able to respond to any security threats spotted by Drone team within reasonable time.
- ❖ All Supervisors and Patrol Team must always have handcuffs, two-way radio, and torches.
- ❖ The vehicle must be 3 Channel Dash Cam Front, Rear and Inside, 1080P Dash Cam IR Night Vision and Loop Recording.
- ❖ Vehicle must have charging provision for torches and cell phones.
- ❖ Vehicle must be 4X4 double cab fitted with strobe light and PA system/siren
- ❖ Vehicle must be fitted with a GPS tracking device to provide accurate location, speed, and direction of the vehicle.

- ❖ GPS tracking device must be Geo-fenced according to geographical boundaries of operational area of responsibility.
- ❖ All the Supervisors must have work issued cell phones to be used when two-way radio network fails.

NB: The security Service Provider's duties are not limited to the above, but shall include any other legal security activities that Eskom may introduce in order to enhance security in the operating business unit. In line with the security service outlined here above and such activities shall be communicated to the service provider in writing. Subject to the approval of contractor whilst working within the parameters of the existing scope of work

2.5.2. Technical

- ❖ All the technicians must report on site on daily basis
- ❖ Working hours for are Monday to Friday – 07h00 to 1600
- ❖ The contractor shall ensure that there is at least one technician on standby for after hours- Mon to Sun – this will include festive season, and holidays

2.6. Contractor's management, supervision, and key people

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

2.6.1. Site Manager

- ❖ Grade 12/NCV4/NSC3/N3
- ❖ Drivers licence
- ❖ Minimum two years previous work experience in security management
- ❖ Management qualification- advantageous
- ❖ Psira Grade A.
- ❖ National Key Point Qualification- Annual continuation
- ❖ SAPS Firearm competency for Business Purposes: Handgun, Rifle and Shotgun
- ❖ Computer literate
- ❖ Security Clearance Certificate- less than 30 days and annual continuation

2.6.2. Security Supervisor

- ❖ Grade 12/NCV4/NSC3/N3
- ❖ Psira Grade B certificate and ID card
- ❖ Drivers Licence
- ❖ National Key Point Qualification- Annual continuation
- ❖ Be able to communicate in English.
- ❖ Must be computer literate
- ❖ Minimum two years experience as armed response officer.
- ❖ SAPS Firearm competency for Business Purposes: Handgun, Rifle and Shotgun
- ❖ Must have undergone Regulation 21 training and continue to do so for at least once per year for the duration of the service
- ❖ Security Clearance Certificate- less than 30 days and annual continuation

2.6.3. Safety Officer

- ❖ Matric (Grade 12)
- ❖ Drivers licence
- ❖ SAMTRAC
- ❖ Security Clearance Certificate- less than 30 days and annual continuation
- ❖ Be able to communicate in English.
- ❖ Minimum two years experience as safety officer
- ❖ Psira Grade C

2.6.4. Security Officers

- ❖ Grade 12/NCV4/NSC3/N3
- ❖ Security Clearance Certificate- less than 30 days and annual continuation
- ❖ Psira Grade C certificate and ID card
- ❖ National Key Point Qualification- Annual continuation
Be able to communicate in English.
- ❖ Minimum two years' experience as security officer. 70% experience and 30% trained.
- ❖ SAPS Firearm Competency for Business Purposes: Handgun, Rifle and Shotgun
- ❖ Must have undergone Regulation 21 training and continue to do so for at least once per year for the duration of the service.

2.6.5 Patrol team/officers

- ❖ Grade 12/NCV4/NSC3/N3
- ❖ Drivers licence
- ❖ Security Clearance Certificate- less than 30 days and annual continuation
- ❖ Psira Grade C certificate and ID card
- ❖ National Key Point Qualification- Annual continuation Be able to communicate in English.
- ❖ Minimum two years' experience as security officer.
- ❖ SAPS Firearm Competency for Business Purposes: Handgun, Rifle and Shotgun
- ❖ Must have undergone Regulation 21 training and continue to do so for at least once per year for the duration of the service.

2.6.6 Technician

- ❖ Security Clearance Certificate- not older than 30 days
- ❖ Grade 12/NCV4/NSC3/N3
- ❖ Security installer certificate/Relevant qualification
- ❖ Avigilon certification advantageous – or to be completed with three months after appointment.
- ❖ Psira Grade C certificate and ID card
- ❖ Be able to communicate, read and write in English.
- ❖ Must be computer literate
- ❖ Minimum two years' experience as a technician

2.6.7. Technical Supervisor

- ❖ Security Clearance Certificate- not older than 30 days

- ❖ Grade 12/NCV4/NSC3/N3
- ❖ Security installer certificate/Relevant qualification
- ❖ Avigilon certification advantageous – or to be completed with three months after appointment.
- ❖ Psira Grade B certificate and ID card
- ❖ National Key Point (NKP) training/registration
- ❖ Be able to communicate, read and write in English.
- ❖ Must be computer literate
- ❖ Minimum three years' experience as a technician supervisor/project supervisor

3. Incident Response, Reporting and Investigation

[1] All incidents and response to incidents must be handled according to the relevant Standard Operating Procedures (SOPS) and/or work instructions for each site.

[2] All incidents and response must be reported immediately to the Eskom control room.

[3] The SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities.

[4] Daily status reports are to be supplied by the service provider.

[5] All security threats, must be responded to within five (5) minutes (NKP areas) and eight (8) minutes Non NKP areas without compromising safety of people, animals and property. This must be verifiable through GPS tracking and Control room logs

[6] The contractor is to ensure that all involved personnel are available for relevant court proceedings, incident investigations and assist Eskom and the SAPS in their investigations as and when required.

[7] All incidents (including incidents in terms of the Occupational Health and Safety Act), should be reported immediately and a preliminary investigation report provided within **24 hours** as well as a final Incident investigation report within **Seven (7) days**.

4. Supervisor and Patrol Vehicle Operational Requirement- Armoured Vehicle

The nature of duties shall entail but shall not be limited to the following:

[1] Supervisor must be able to respond to any security threats spotted by Drone team.

[2] All Supervisors must always have handcuffs, two-way radio, and torches.

[3] The vehicle must be 3 Channel Dash Cam Front, Rear and Inside, 1080P Dash Cam IR Night Vision and Loop Recording.

[4] Vehicles must be fitted with siren, horn and security strobe lights.

[5] Vehicle must have charging provision for torches and cell phones.

[6] Supervisor Vehicle must be 4X4 double cab and 4X4 Club cab for patrolling vehicles

[7] The Contractor must always report to Eskom security shift Supervisor on duty.

[8] Vehicle must be fitted with a GPS tracking device to provide accurate location, speed, and direction of the vehicle.

[9] GPS tracking device must be Geo-fenced according to geographical boundaries of operational area of responsibility.

[10] All Supervisors must have work issued cell phones to be used when two-way radio network fails.

[11] Patrolling, monitoring, and safeguarding of affected critical and vulnerable areas in and around the plant and other random proactive patrols.

[12] Supervisor will escort the fuel oil trucks, diesel trucks and coal trucks movements from entering the gate through the delivery value chain until they exit the station and any other suspicious vehicle/person.

[13] Supervisors must keep evidence of incidents that occurred and must be available to testify during disciplinary proceedings and in court.

[14] Supervisors shall monitor critical outside key points such as Overland Conveyor belt infrastructure, Raw water dam, AWR Ash dam, Sewerage treatment plant, Coal stock yard, Ash pipe lines, and perimeter fence to prevent act of criminality such as plant tempering, vandalism, unauthorised access, unauthorised removal of copper cables, other asset and equipment, bypassing security measures, security breaches, security incidents and industrial actions.

[15] Monitor all access route leading to the station during public disorder situations and emergencies.

[16] Compile situational reports and do daily briefings and de-briefings on location (issuing of tasks).

[17] Supervisor on duty must always carry Firearm and firearm permits as per the Firearm control Act.

[18] Supervisor should have undergone Regulation 21 training and continue to do so for at least once every 12 months for the duration of the service

[19] Both foot and vehicle patrols teams, shall provide a real time guard monitoring or guard patrol capability. The service provider and the system shall be capable of generating monthly reports, in line with service delivery.

5. Armoured guard house

[1] The supplier shall provide ten [10] armoured guard houses at NON NKP area and shall be responsible for the maintenance of any repairs and defects for the duration of the contract at the following site:

- ❖ AWR X 1
- ❖ Raw Water dam X 1
- ❖ Sewage Plant X 1
- ❖ Driefontein dam X 1
- ❖ Overland Conveyor belt X 3
- ❖ Roschcon X 1
- ❖ Main entrance gate X 1- newly erected fence
- ❖ Coal gate X 1

[2] The employer shall provide the specifications of the guard house required

[3] The employer shall provide electrical point once the guard houses are delivered.

[4] All the supplied guard houses shall become the property of the employer at the end of the service

6. Alarm installations

The contractor shall install security alarm systems in line with Eskom Standard and integrate it into the current system. The contractor shall provide maintenance and repairs of the alarm systems for the duration of the contract. Areas identified for the alarm systems are the following:

6.1. Cable yard storage- EMD warehouse and ERI cable yard

- 6.2. Driefontein dam
- 6.3. Eskom Village
- 6.4. Overland conveyor belt- Gate 1 and Gate 2
- 6.5. Telecommunications tower

The employer shall provide the contractor with the standard to ensure compliance.

7. Firearms and Safe

- ❖ Only Eskom approved firearms namely, 9mm, Shotgun and Rifles shall be allowed for usage in terms of this contract.
- ❖ All security personnel must have the following in his/her possession whilst on duty:
 - a. Firearm competency
 - b. ID card,
 - c. PSIRA Card,
 - d. Company issued access card
 - e. Daily firearms permit for the specific firearm in possession thereof.
- ❖ Security Company is responsible for providing firearms, ammunition, firearm safe and registers as per Firearm Control Act 60 of 2000 this includes issuing of firearm permit whilst on duty.
- ❖ Only company firearms licensed in the security service providers name may be utilised as per this contract.
- ❖ The contractor must ensure provision of equipment / facilities for making firearms safe and safe keeping of the firearms. A procedure to that effect, should also be in place.
- ❖ Each security officer issued with firearm must be provided with two full (ammunition) magazines.
- ❖ The service provider must ensure that Security officer's private firearms are not utilised for their business purposes, in terms of this contract.
- ❖ Firearms must comply with the firearm Control Act Requirements as indicated below:
- ❖ Company's Firearm licence valid for 5 years (Mandatory)
- ❖ Appointment of the responsible person / Armoury manager/Supervisor (Mandatory).
- ❖ Firearm competency certificates of owner or appointed responsible person (Mandatory) training records of owner or appointed responsible person for handle and use of firearms for business purposes – all prescribed firearms and Knowledge of Firearm Control Act (FCA) - (Mandatory).
- ❖ The company must have a firearm safe handling procedure. (Info required before contract commencement).
- ❖ Security personnel to carry firearms must be trained on use and handle of firearms for business purpose (Information required before contract commencement)
- ❖ Security personnel to carry firearms must have SAPS competency certificate (Information required before contract commencement).

8. . Incident Reporting and Investigation

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

- ❖ The SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities.
- ❖ Daily status reports are to be supplied by the service provider.
- ❖ The contractor is to ensure that all involved personnel are available for relevant court proceedings, incident investigations and assist Eskom and the SAPS in their investigations as and when required.
- ❖ All incidents (including incidents in terms of the Occupational Health and Safety Act), should be reported immediately and a preliminary investigation report provided within 24 hours as well as a final Incident investigation report within Seven (7) days.

9. Salaries and Payments

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

10. Uniforms

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

11. Security Safety requirements

- ❖ Security officers should observe the provisions of the Criminal procedure Act and all relevant legislation regarding the use of minimum force. Security officers should at all-time use minimum force sufficient to bring the situation under control and such force shall cease as soon as the situation is brought under control. No deliberate assault on suspects will be condoned.
- ❖ All Security officers should receive a safety induction before they can be deployed on Eskom sites.
- ❖ Safety recommendations following an incident shall be implemented by all Security Service providers to prevent further reoccurrences at any of the Eskom site, as per allocated timeframes.
- ❖ Open fires, the use of bar heaters and hotplates as heaters at Eskom sites, is totally prohibited
- ❖ The Service provider is responsible to ensure that the security officers deployed at Ad-hoc/remote sites have access to a shelter, water and sanitation.
- ❖ All security posts must have a two-way radio with panic feature and ensure that it is tested daily.

- ❖ Security Supervisor shall ensure that Safety briefings/topics are discussed with officers at the parade or at their respective posts and that such record is kept safe
- ❖ The Security Officers will be expected to do a pre-job / daily risk assessment and safety talks before commencement of every shift. Documentary records must be kept at all times in that regard
- ❖ Safe handling of firearms during shift changes must be adhered to at all times. The *Contractor* must ensure that a procedure is put in place to that effect.
- ❖ Safes must be provided by the contractor for the safekeeping of firearms not in use.

12. Weekly and Monthly report

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

- ❖ Areas of concern
- ❖ Number of suspects and arrests
- ❖ Operational strategy
- ❖ Shift starts and end times.

13. Guard Monitoring System

Security Service provider must submit guard monitoring system report to the security project manager or his delegated official daily. **Only fifteen (15)** guard monitoring system to be provided in terms of this contract

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

- ❖ The Contractor is restricted to the site. The Contractor is forbidden to enter any other areas except the area they will be working at and ensures that his employees abide by these regulations
- ❖ Working times determined by PSIRA – 48 hours per week Shift workers and 45 hours per weekdays
- ❖ The Contractor personnel (Management and technicians) to work the same working hours as Eskom personnel to allow the Service Manager or her/his representative to oversee the works: from Mondays to Thursday's between 7:00am – 16:15pm, and on Fridays between 07:00am – 12:00am. In case of emergency a call-out will be made after working hours but the Service Manager needs to approve for such work arrangement.
- ❖ The security service is required 24 hours a day on a two shift cycle i.e. 06:00 to 18:00 dayshift and 18:00 to 06:00 night shift.
- ❖ A signed off reviewed list of Security officers deployed in terms of this contract must be provided on weekly basis, within 3 days prior to the commencement of the new shift
- ❖ The *Contractor* is responsible to ensure that every shift complement is satisfied before commencement of the shift.
- ❖ Security Supervisor must ensure that security officers are at their posts as per agreed times daily
- ❖ Security Supervisor shall ensure that Safety briefings/topics are discussed with officers at the parade or at their respective posts and that such record is kept safe

- ❖ The Contractor shall keep records of attendance registers of all his employees and subcontractor/s on site on monthly basis, copies of records shall be submitted to the Service Manager for assessment

11. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
NKP	National Key Point
PPE	Personal Protective Equipment
PISRA	Private Security Industry Regulatory Authority
OHSACT	Occupational Health and Safety Act
SOP	Standard Operating Procedures

12. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Occupational Health and Safety Act 85 of 1993 and its regulations		✓
Basic Conditions of Employment Act		✓
Eskom SHEQ standard/s		
Safety, Health and Environmental Specifications for Contractors (SAS 0012)	Rev 8 or latest revision	Available from the service manager
Generation Plant Safety Regulations 36-681	Rev 4 or latest revision	Available from the service manager
<u>Security related specifications:</u>		
<ul style="list-style-type: none"> 32-0126M_Contractor_Access_Control__Standard 	Rev 1 or latest revision	Available from the service manager
<ul style="list-style-type: none"> Standard for Ballistic Protection Body Armour 240-91252214_final (002) signed (003) 	Rev 3 or latest revision	✓
<ul style="list-style-type: none"> Firearm procedure 		✓

13. Management strategy and start up.

3.1. The Contractor’s plan for the service

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

2.1.1 The plan to include the site-specific staff structure/organogram

2.1.2 The plan includes the following documentation to be submitted within two weeks of contract award:

- a) List of all security officers and personnel intended to be deployed on Eskom site in terms of this contract. Will be submitted 5 days before contract start up.
- b) Certified ID copies, PSIRA certificates and security clearance certificates of all security officers
- c) Certified copies of firearm competency certificates of the security officers.
- d) List of all firearms to be used and certified copies of the licenses.
- e) Certified copies of the company and Directors PSIRA registrations certificates.
- f) A list of all vehicles and maintenance records for vehicles to be used as per this contract.
- g) Driver risk profiles must be submitted for every driver as per this contractor.
- h) A risk assessment and a site risk assessment report for all sites.
- i) Emergency Preparedness procedure with relevant contact details.
- j) Certified copies of all Security officers’ firearm competency certificates
- k) Criminal check records as proof that the Security officers have not been convicted of any criminal offence.
- l) Equipment list per site
- m) Standard operating procedures per site to include the following but not limited to and should be approved by Eskom representative before application:
 uniform standard.
 Communication procedure.
 Firearm handling procedure.
 Shift change procedure
 Response procedure

13.2. Management meetings

Regular meetings of a general nature may be convened and chaired by the Service Manager or delegated official as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	As and when required	Duvha Power station	Employer and Contractor
Overall contract progress and feedback	Monthly on the first Tuesday of every month at 10:00	Duvha Power Station	<i>Employer and Contractor</i>
Crime Prevention strategies	Weekly every Monday at 10:00	Duvha Power Station	Employer and Contractor and relevant stakeholders

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the

purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

13.3. Documentation control

13.3.1. Security Registers

- ❖ The Security Service provider will be required to provide the Occurrence Books.
- ❖ Occurrence book to be correctly completed by Security officer listing all occurrences / incidents.
- ❖ Contractor must ensure that quality registers are provided.
- ❖ Accurate records of all occurrences are to be kept for a minimum of 12 months post the occurrence and should be made readily available to Eskom at any time.

13.3.2. Occurrence Book.

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

The Contractor to ensure that all documentation relating to this contract is filed and kept on site for viewing by the Service Manager at any time. The Contractor must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the Service Manager at the end of the contract. Files are to be neatly labelled and indexed.

All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the Service Manager.

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.

Eskom will periodically request detailed reports from the Contractor regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.

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

No records and information exchanged shall be divulged to others without the prior consent in writing of both Parties during this contract.

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards (List). Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC template and urgent contractor meetings can be in the form of SMSs and as outlined on core clause 13 of the NEC3 TSC.

The use of SMS's, emails does not override the use of applicable and relevant NEC3 TSC standard templates, forms, and Eskom Holdings SOC Limited procedures.

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

13.4. Invoicing and payment

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

The *Contractor* shall address the tax invoice to

The Contractor shall address the tax invoice to

Eskom Holdings SOC Ltd

Reg. No. 2002/015527/30

Accounts Payable

Email to: Invoiceseskomlocal@eskom.co.za

and include on each invoice the following information.

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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

13.4.1. Payment Item Descriptions

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

13.4.2. Prices to be inclusive.

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

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

rate, price or sum will be taken as "nil" or "0-00".

13.5. Contract change management.

Any change of the Contractor's company ownership should be communicated through to the Service Manager. Failing to do this may lead to contract termination with legal consequences.

For any compensation event relating to changes to scope and additions to scope which were not part of the original scope, such changes shall be treated under compensation event core clause section 6 of the NEC3.

The contractor shall notify the Service Manager of any changes to Site Personnel within 5 (Five) working day

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

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

13.6. Records of Defined Cost to be kept by the Contractor.

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

13.7. Insurance provided by the Employer.

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

13.8. Training workshops and technology transfer

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

13.9. Design and supply of Equipment

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

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

14.2.1. Equipment : two way radios

14.2.2. Information and other things

- Copy of all monthly reports
- Safety File and all other relevant safety documentation relevant to this contract including training records
- Inspection records
- Incident records

15. Management of work done by Task Order

The Service Manager(s) issues a Task Order to the Contractor which specifies clearly the work to be provided, additional specifications and procedures and any other constraints the Contractor complies with in providing the Works. The Task Order is issued before the Contractor Provides the Work.

- The Service Manager(s) issues Task Orders to the Contractor in a timely manner that allows the Contractor to properly plan the work within the time periods stated on the Task Order.
- The Service Manager(s) issues to the Contractor any information relative to the Employer's need and circumstance surrounding forecast future work required from the Contractor. This information allows the Contractor to provide staff in a cost effective and efficient manner. Any required service will be communicated to the Contractor via a Task Order.

16. Health and safety, the environment and quality assurance

16.1. Health and safety risk management

- The Contractor shall comply with the health and safety requirements contained in SAS0012: Safety, Health and Environmental Specification for Contractors (latest revision obtainable from the Service Manager).
- The Contractor submits all the documents as indicated in the Safety, Health & Environmental Specifications relevant to the work to Safety Risk Management before the induction course.
- The Contractor's personnel are to undergo Safety Induction Training at Duvha prior to commencement of this contract and all the relevant Documentation is to be approved by Safety Officials and the Project Manager before any activities can be started on site.

- The induction course is presented by the Safety Risk Department at Duvha Power Station. The Contractor makes arrangements with Safety Risk Management at telephone number 013-690-0143

The Contractor shall comply with the health and safety requirements of the site below:

- **Annexure B** Is the acknowledgement of Eskom's OHS legal and other requirements form signed and submitted by the tenderer?
- **Health and Safety Plan-** (must address the project /scope of work OHS risk(s) and aligned with the health and safety specifications or requirements)
- **Costing for Health and Safety management-** Has the tenderer submitted detailed costing for OHS (the cost should be broken down not provided as a lump sum). The costing must be based on the overall scope of work/service to be performed. The scope of work and the risk assessment may serve as a guideline.
 - The costing must be based on the overall scope of work/services to be performed.
 - The scope of work and risk assessment may serve as guidance.
- **Baseline OHS Risk Assessment (BRA)**-Identification, assessment and management of OHS risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA
- **Valid Letter of Good Standing** (COIDA or equivalent)
- **OHS policy signed by CEO-** The submitted policy must comply to OHS Act Section 7
- **OHS Competency**

Consider scope of work:

 - Site Manager - Legal Liability and Investigation Certificate
 - Security Supervisor – Supervisory Certificate, HIRA, Investigation Certificate and Legal Liability
 - Technician Supervisor – Supervisory Certificate in line with the scope of work, Work at Height Certificate, Investigation Certificate and Legal Liability
 - Technicians Work at Height
 - SHE Rep Certificate in terms of OHS Act 85 of 1993 Sec 17
 - First Aider Certificate depending on the number of employees employed in terms of General Safety Regulations

16.2. Environmental constraints and management

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

The *Contractor* shall comply with the environmental criteria and constraints stated below:

- **Environmental Policy**
 - The contractor shall compile and attach an Environmental policy signed by the Company CEO to comply with ISO 14001:2015 Environmental Management System.
- **Waste Management Plan**
 - The contractor to work in accordance to the Waste Management Procedure ENVP0005 and Hydrocarbons Procedure ENVP0030.

16.3. Quality assurance requirements

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

Category 2 requirements will apply

<p>SECTION A: Quality Management System Requirements ISO 9001</p> <p>(Option 1) Valid certification of Quality Management System by an ISO accredited body</p>	<p>A.1 Product / Service Scoping on ISO 9001 certificate is defined and relevant</p> <p>A.2 Certificate by Approved and Authorized certification authority</p> <p>A.3 Certification Authority has Recognized International Accreditation</p> <p>A.4 Validity (expiry date) of certificate</p>
<p>SECTION A: Quality Management System Requirements ISO 9001</p> <p>(Option 2) Objective evidence of documented QMS that is not certified but complies with ISO 9001</p>	<p>A.1 QMS Manual or a document that defines and describes the QMS and its scope</p> <p>A.2 Quality Policy Approved by top management.</p> <p>A.3 Quality Objectives Approved by top management.</p> <p>A.4 Control of documented information (i.e., document and record control)</p> <p>Clause 7.5 of ISO 9001:2015</p> <p>A.5 Documented information for Control of nonconforming outputs</p> <p>Clause 8.7 of ISO 9001:2015</p> <p>A.6 Documented information for Nonconformity and Corrective action</p> <p>Clause 10.2 of ISO 9001:2015</p> <p>A.7 Documented information for Internal audit</p> <p>Clause 9.2 of ISO 9001:2015</p>
<p>SECTION B : Evidence of QMS in operation (Tender Quality Requirements - Ref 240-105658000)</p>	<p>B.1 Documented information for defined roles, responsibilities, and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015)</p> <p>B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Provide a copy of process/procedure regarding the assessment, selection, management and auditing of suppliers and subcontractors with supporting evidence (reports or records of how his process was implemented) (Clause 8.4 of ISO 9001:2015)</p> <p>B.3 Latest copy of an internal management system audit report (with Nonconformity, Correction and/ or Corrective Action Reports) - Report must include but not limited to Objective, Scope, Criteria and outcomes of the audit. (Clause 9.2 of ISO 9001:2015)</p> <p>B.5 Records of Management Review meetings (minutes, attendance registers e.t.c)</p>

<p>SECTION C: Contract Quality Plan Requirements (Ref 240-105658000 and 240-109253698). Draft Contract Quality Plan specific to the scope of work as described in the tender documents (Ref ISO 10005)</p>	<p>NB! Draft Contract Quality Plan has important Quality Assurance deliverables.</p>
<p>SECTION D: Quality Control Plan Requirements (Ref 240-105658000 or 240-109253302) QCP /Checklist/ ITP (Quality Control Plans) as per Scope of Works (Ref ISO 10005)</p>	<p>NB! Draft/ Example of an Inspection and Test Plan (ITP) or Quality Control Plan (QCP) on similar and/ or previous work done</p>
<p>SECTION E: User defined additional Requirements & miscellaneous (Ref 240-105658000) Customer specific requirements & other standards and required can be listed and evaluated here</p>	<p>E.1 Form A is completed and signed.</p>

17. Procurement

17.1. People

The Contractor is solely responsible for the resolution of any dispute or problems that may occur between himself and his staff.

The Contractor undertakes to hold the Employer harmless against any determination or award made in terms of the Labour Relations Act No.66 of 1995 as amended.

17.1.1. Minimum requirements of people employed.

As per 2.3 Contractor’s management, supervision, and key people

17.1.2. BBEE and preferencing scheme

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

17.1.3. SDL&I

Skills development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Note: That these targets for skills development candidates categorically exclude Eskom employees and Eskom registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

17.2. Subcontracting

Tenderers shall subcontract a minimum of 20% of the contract value to the following designated groups:

- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.

NOTE 2: Tenderers shall submit the following mandatory returnable for Subcontracting:

- Subcontracting agreement signed by both with subcontractors' company registration documents (CK and B-BBEE certificate or sworn affidavit) or
- Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the sub-contractors, stating the intent to sub-contract. The Tenderer should sign both documents and the Sub-contractor(s) earmarked.

Potential scope to be subcontracted and/or outsourced:

- Labour
- Transport
- Accommodation
- PPE

18. Preferred subcontractors

Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

19. Limitations on subcontracting

The use of Sub Contractors by the Contractor must be approved in writing by the Service Manager before commencement on site.

20. Attendance on subcontractors

It is the sole responsibility of the Contractor. The Contractor is to ensure that any upfront payments or deposits required by the subcontractor are fulfilled by the Contractor such that the service is executed by the subcontractor timeously.

21. Plant and Materials

22. Plant & Materials provided “free issue” by the *Employer*

The <i>Employer</i> will not provide any materials for use by the <i>Contractor</i>

23. Working on the Affected Property

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

- a) The contractor applies for access permits for all works exceeding four (4) weeks via the Project Manager, who will co-ordinate this.
- b) The Contractor applies for Contractor's Permits for all his employees and/or subcontractors at the Security gate, at least 24 hours prior to entry of the Duvha Power Station Security Area.
- c) The Contractor completes the specific form in the Duvha Power Station Contractors Safety Manual, listing all of the personnel that he intends using on site.
- d) The completed list, identified with the Contractor's name, contains the following information:
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - Eskom Project Manager signature
 - Validity Date
- e) No permits are issued to personnel who have not attended safety induction.
- f) The Contractor photocopies the first page of the ID book of every one of his employees; reduced to the size 65%.
- g) This completed list, together with the photocopies of the ID books is delivered to Protective Services for the preparation of the Contractor's Permits.
- h) The Contractor allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.
- i) The Contractor's personnel are required to be in possession of a Contractor's Permit at all times inside Duvha Power Station.
- j) All Contractors' permits are submitted back to Protective Services when the workers leave the site after completion of the works. Failure to return the permits will result in a R25,00 penalty for each non returned permit.
- k) The Contractor compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.
- l) Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
- m) The Contractor's visitors and all personnel conform to the security arrangements that are in force at Duvha Power Station.

- n) Application forms for visitors are filled in by the Contractor's Site Manager and approved by the Project Manager and submitted to the Employer's Protective Services office one day prior to the visit.
- o) Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- p) The Chief Security Officer may, with valid cause, remove any of the Contractor's personnel from site, either temporarily or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief Security Officer, constitutes a security risk.
- q) No unauthorised vehicles will be allowed on site. Only Contractor's vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications are directed to the Project Manager for consideration and approval.
- r) The Contractor is restricted to the Site. The Contractor is forbidden to enter any other areas and ensures that his employees abide by these regulations.
- s) Parking inside the power station is strictly forbidden, except for loading purposes.
- t) No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.
- u) Security personnel may search any premises, property or person within the security area of Duvha Power Station
- v) No Photographic equipment will be allowed within the security area of the Power Station without obtaining permission.
- w) Application forms for such permission is available from the Protective Services offices.
- x) Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act

23.2. Roads and Vehicles

- ❖ All vehicles used on site, by the Contractor will be compliant with Eskom Standards.
- ❖ All road signs and traffic laws / regulations on site will be adhered to. Employees of the Contractor
- ❖ The vehicle must be 3 Channel Dash Cam Front, Rear and Inside, 1080P Dash Cam IR Night Vision and Loop Recording.
- ❖ Vehicle must be fitted with strobe lights

23.2.1. Security

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

23.2.2. Access to and Departure from the Site

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

23.3. Gate Permits

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

23.4. Removal Permit

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

24. Contingency plan

The service provider must have contingency plans in place for the following:

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

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

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

26. Health and safety facilities on the Affected Property

26.1. Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

26.2. Cooperating with and obtaining acceptance of Others

- The Contractor will cooperate with the Service Manager, his delegates and support structures, in matters relating to this contract.
- The Contractor will cooperate with the management staff of the Affected Property.
- The Contractor will cooperate with all statutory authorities or inspection agencies.

26.3. Site Services and Facilities - Provided by the *Employer*.

[1] Potable Water Supply

- Potable water is available at the existing points. The Contractor provides his own water pipes and fittings from the supply water point to their offices.

[2] Electrical Power Supply

- Power is available at the existing points
- The Contractor provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.

[3] Toilet Facilities

- The Contractor are not allowed to use the Employer's dining facilities, unless a specific agreement has been made between the Contractor and Eskom Catering and Accommodation Services (ECAS).
- The Contractor may buy take away meals from the fast foods outlet on site provided they are making orders on time.

27. Provided by the *Contractor*

The Contractor shall provide everything else necessary for Providing the Service. This include provision of equipment / facilities for making firearms safe

28. Control of noise, dust, water and waste

Environmental requirements will apply

29. Hook ups to existing works

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

Compliance to the Eskom Life Saving procedure and Work at Height Standard, 32-418.

All securing points and necessary equipment required to Work at Heights must be provided for by the Contractor.

30. Tests and inspections

30.1. Description of tests and inspections

N/A

30.2. Materials facilities and samples for tests and inspections

N/A

31. List of drawings

31.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title

32. Annexure A- Low service damage- schedule of deficiency and penalties

Number	Low Service Damage Description	Value Of Low Service Damages	Value Of Low Service Damages	Limit of the low service damage
a	Delay in submission of documents as detailed in this agreement	1% of fixed monthly service or Task order value for an ad-hoc service	5% of monthly task order service value / task order value for ad-hoc service	Limited to 10% of monthly task order service value / task order value for ad-hoc service
b	No response of NCR/Early Warning/Letter within 2 days	1% of fixed monthly service or Task order value for an ad-hoc service	5% of monthly task order service value / task order value for ad-hoc service	Limited to 15% of monthly task order service value / task order value for ad-hoc service
c	More than 10 short posting per month	2.5% of fixed monthly service or Task order value for an ad-hoc service	Limited to 5% of monthly task order service value / task order value for ad-hoc service	Notification of default
d	Violation of Eskom Lifesaving Rule / policies and procedures	Permanent removal of Security officer from Eskom contract duties and one shift cost deduction	Issue Early Waring and NCR	Issue Early Waring and NCR
e	Refusal by Security officer to comply with lawful instruction	Permanent removal of Security officer from Eskom contract duties and one shift cost deduction	Unlimited	
f	Sleeping on duty	One shift cost deduction	Limited to two incidents per month	Issue Early Waring and NCR
g	Desertion of post	Permanent removal of Security officer from Eskom contract duties and one shift cost deduction	Limited to one incident per month	Issue Early Waring and NCR
h	Negligence by Security Officer in performance of duties	Permanent removal of Security officer from Eskom contract duties and one shift cost deduction	Unlimited	

PROVISION OF PHYSICAL SECURITY AT DUVHA POWER STATION, NKP, AND NON-NKP AREAS FOR 12 MONTHS

Number	Low Service Damage Description	Value Of Low Service Damages	Value Of Low Service Damages	Limit of the low service damage
l	Security officer without correct PPE/functional two-way radio/torch/body camera and not armed	1% of fixed monthly service or Task order value for an ad-hoc service	Limited to 5% of monthly task order service value / task order value for ad-hoc service	Issue Early Warning and NCR
j	Legal /Legislative contravention	100% of fixed monthly service or Task order value for an ad-hoc service & Issue Early Warning and NCR	Notification of default	Failure to rectify, the contract must be terminated
k	Loss suffered by the employer due to incidents emanating from contractor negligence/ wilful misconduct	100% deduction of the total cost of the loss value and NCR	Notification of default and NCR/Early Warning	Failure to rectify, the contract must be terminated
l	Non-payment of employee/s salaries	50% of fixed monthly service or Task order value for an ad-hoc service- Issue Notification of Default	Contract termination plus referral to Supplier review committee	
m	Failure to report / record incident	5% of fixed monthly service or Task order value for an ad-hoc service	Limited to 20% of monthly task order service value / task order value for ad-hoc service	Issue Early Warning and NCR
n	Posting of untrained or registered Security Officers	Immediate removal plus 5% of fixed monthly service or Task order value for an ad-hoc service	Limited to 20% of monthly task order service value / task order value for ad-hoc service	Issue Early Warning and NCR
o	Security Officer's involvement in criminal activities	Immediate removal plus NCR/Early Warning with corrective plan- Report the officer to Psira and GX blacklisting database	Immediate removal plus NCR/Early Warning with corrective plan- Report the officer to Psira and GX blacklisting database	Unlimited

