



NEC3 Term Service

Short Contract (TSSC3)

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

and

for THE PROVISION OF SECURITY SERVICES IN SOUTHERN
GRID TRANSMISSION SITES AND NATIONAL KEY POINT
SITE OVER A PERIOD OF 36 MONTHS

Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments)	Page No.
Part C1	Agreements & Contract Data	
	C1.1 Form of Offer and Acceptance	2-4
	C1.2 Contract Data provided by the <i>Employer</i>	5-13
	C1.2 Contract Data provided by the <i>Contractor</i>	14
Part C2	Pricing Data	
	C2.1 Pricing assumptions	15
	C2.2 Price List	16-18
Part C3	Scope of Work	
	C3.1 Service Information	19-29
	Pro Forma Task Order	35

Documentation prepared by:

Galeyo Phiri

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Title of the Contract

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

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

The offered total of the Prices exclusive of VAT is	Rate Based Contract
Value Added Tax @ 15% is	Rate Based Contract
The offered total of the Prices inclusive of VAT is	Rate Based Contract
(in words) Rate Based Contract	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the Contract, are contained in:

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

Part 2 Pricing Data

Part 3 Scope of Work: Service Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 Contract Data

Data provided by the *Employer*

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

1. Please read the relevant clauses in the NEC3 Term Service Short Contract (April 2013) (TSSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used “[•]” - data is required to be inserted.]

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	Galeyo Phiri
	Address	Eskom Holdings SOC Ltd
	Tel No.	
	Fax No.	
	E-mail address	PhiriPG@eskom.co.za
	The authority of the <i>Employer's Agent</i> is	Security Manager
11.2(5)	The <i>service</i> is	[•]
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	01 June 2024
30.1	The <i>service period</i> is.	36 months
13.2	The <i>period for reply</i> is	1 weeks
50.1	The <i>assessment day</i> is the	15th of each month.

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

51.2	The interest rate on late payment is	0% per complete week of delay.
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	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	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
93.2(2)	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 London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
The conditions of contract are the NEC3 Term Service Short Contract (April 2013)²³ and the following additional conditions Z1 to Z11 which 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*.

² If the previous edition applies change 'April 2013' for 'September 2009'.

³ State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za

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

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the service.

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

Z5 Health, safety and the environment

- Z5.1 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*:
- 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 *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.
- Z5.2 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.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* 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.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z8 *Employer's* limitation of liability; Add to clause 80.2

- Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 Termination: Add to clause 90.2, after the words "or its equivalent":

- Z9.1 or had a business rescue order granted against it.

Z10 Addition to Clause 50.4

- Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z11 Ethics

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing** means, as the context requires, the *Contractor*, or any member thereof in the case of

- Party** a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z __12.1 Replace condition of contract 82 with the following:

Insurance cover 82

- 82.1 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.
- 82.2 The *Contractor* provides the insurances 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 equipment, 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
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, equipment and other things used to Provide the Service) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

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

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

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

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

Z14 Asbestos

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

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the

regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 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.

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

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

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

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za.

C2 Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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

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

C2.2 Price List

Part 1

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

Item no.	Description	Unit	Quantity	Rate	Price
1.	Security Officer – Grade C (Unarmed) day shift	Per Guard			
2.	Security Officer – Grade C (Unarmed) night shift	Per Guard			
3.	Supervisor – Grade B (Unarmed) day shift	Per Guard			
4.	Supervisor – Grade B (Unarmed) night shift	Per Guard			
5.	Panic button	Once Off			
6.	Mobile Guardhouse	Per Month			
7.	Ablution Facility	Per Month			
8.	Armed Response	Per Month			
9.	Vehicle 4x2	Fixed KM Rates			

Total of the Prices for Part 1

Part 2

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

Item no.	Description	Unit	Quantity	Rate	Price
1.	NKP Security Officer – Grade C (Armed) day shift	1	TBA		
2.	Security Officer – Grade C (Unarmed) day shift	1	TBA		
3.	Security Officer – Grade C (Armed Response) day shift	1	TBA		
4.	NKP Security Officer – Grade C (Armed) night shift	1	TBA		
5.	Security Officer – Grade C (Unarmed) night shift	1	TBA		

6.	Security Officer – Grade C (Armed Response)	1	TBA		
7.	NKP Supervisor – Grade B(Armed) day shift	1	TBA		
8.	NKP Supervisor-Grade B(Armed) night shift	1	TBA		
9.	Panic button	Once Off			
10.	Mobile Guardhouse	Per month			
11.	Ablution Facility	Per month			
12.	4x 2 Vehicle	Per month	1		
13.					

The total of the Prices for Part 2

1	Bulletproof Vests	To be provided by the supplier per guard	As per guard numbers		
---	-------------------	--	----------------------	--	--

Site Security Requirements:

The requirements listed below may change due to operational needs. Eskom reserves the right to request re-allocation of guards to other substations.

Table 1: Security staffing requirements Area 1 (Free State)

	SITE	Day shift Grade C	Night Shift Grade C	Total Grade C	Breathalyzer Machines	GMS with Panic Button	Armed Response Grade C	Supervisor Grade B
Area 1A Sasolburg CLN Substations Static Guarding, Escort and Armed Reaction	Makalu Substation (Sasolburg)	2	2	4	1	2	1 Team (Day & Night) based in Makalu, 1 Team (Day & Night) based in Scafell	2 (1x Day & 1x Night)
	Scafell Substation (Parys)	2	2	4	1	2		
	Mercury Substation (Orkney)	2	4	6	1	2		
Area 1B Welkom CLN Substations Static Guarding, Escort and Armed Reaction	Leander Substation (Welkom)	2	4	6	1	2	1 Team (Day & Night) based in Everest, 1 Team (Day & Night) based in Theseus	2 (1x Day & 1x Night)
	Everest Substation (Welkom)	2	2	4	1	2		
	Theseus Substation (Virginia)	2	2	4	1	2		
	Sorata Substation (Diyatalawa-Harrismith)	2	4	2	1	2		
TOTAL AREA 1		14	20	34	7	14	Teams (8 Officers)	4

Table 2: Security staffing requirements Area 2 (Free State)

Tale	SITE	Day shift Grade C	Night Shift Grade C	Total Grade C	Breathalyzer Machines	GMS with Panic Button	Armed Response Grade C	Supervisor Grade B
Area 2 Substations and Repeater Stations Static Guarding, Escort and Armed Reaction	Merapi Substation (Excelsior)	2	4	6	1	2	1x Team (Day & Night) based at Perseus Substation (4x Grade C armed guards and 1x vehicle)	2x (1x Day Shift and 1x Night Shift at Perseus Substation)
	Harvard Substation (Bloemfontein)	2	4	6	1	2		
	Beta Substation (Dealesville)	2	4	6	1	2		
	Perseus Substation (Dealesville) NKP	3	3	6	1	2		
	Boundary Substation (Kimberley)	2	4	6	1	2		
	Luckhoff Substation (Luckhoff)	2	4	6	1	2		
TOTAL AREA 2		13	23	36	6	12	4	2

Table 3: Security staffing requirements Area 3 (Eastern Cape)

	SITE	Day shift Grade C	Night Shift Grade C	Total Grade C	Breathalyzer Machines	GMS with Panic Button	Armed Response Grade C	Supervisor Grade B
Area 3A Port Elizabeth CLN Substations Static Guarding, Escort and Armed Reaction	Grassridge Substation (Port Elizabeth)	2	3	5	1	2	1 Team (Day & Night) based in Grassridge.	2 (1x Day & 1x Night)
Area 3B East London CLN Substations Static Guarding, Escort and Armed Reaction	Pembroke Substation (East London)	2	3	5	1	2	1 Team (Day & Night) based in Pembroke.	
	Buffalo Substation (East London)	2	2	4	1	2		
	Neptune Substation (East London)	2	2	4	1	2		
	Vuyani Substation (Mthatha)	2	3	5	1	2		2 (1x Day & 1x Night)
TOTAL AREA 1		10	13	23	5	10	Teams (4 Officers)	4

C3: Scope of Work

C3.1 Service Information

Notes to the document compiler are provided in boxes like this one. They are not part of the contract and should be deleted before printing the final draft.

The Service Information should be a complete and precise statement of the *Employer's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Employer's* intention. The Service Information should state clearly the part of the *service* which is to be carried out by the *Contractor* and which does not require the *Employer* to issue a Task Order. This part of the *service* is priced in Part 1 of the Price List. Information provided by the *Contractor* should be listed in the Service Information only if the *Employer* is satisfied that it is required, it is part of a complete statement of the *Employer's* requirements and is consistent with the other parts of the Service Information.

The aim of the services is to protect the assets, employees, and visitors at substations and offices. The scope of work for Transmission Southern Grid and Transmission Telecoms is Category A. The requirements are as follows:

- a) Substations, Repeater Stations, and Offices require a 24/7 unarmed physical static guarding at substations and offices. The sites also require escort services and armed response for the substations, repeater stations and offices. This includes access control, foot patrol around the premises, and armed response linked to a control room
- b) Transmission Lines require regular patrols, and an armed response. This includes access inspection of towers control, and an armed response linked to a control room

The Grid area 1 and 2 areas is requiring having supervisors. There is escort and armed response service teams as required for each sub-area. Panic button, Guard Monitoring Systems and cell phone are required to be linked to a control and dispatch centre.

1. Description of the service

Give a detailed description of what the *Contractor* is required to do. This may include drawings

1. Static Security Services

- a) Monitor specified locations, areas or installations for the presence of unauthorized persons, suspicious activities or occurrences that may endanger personnel or cause damage to assets, prevent criminal activities and interruption of the Eskom normal business.
- b) Control access/egress to/from site by ensuring that only authorized person's gains access/egress to the site and only authorized equipment and material enters or is removed from site. Access control shall include alcohol screening and testing (Security officers must be trained and authorized to do testing of alcohol) as well as Induction of visitors.

- c) Patrolling of sites at irregular intervals and not in a specific sequence, to detect the presence of unauthorized persons, suspicious activities and/or occurrences that may endanger people and assets.
- d) Static guarding sites must be equipped with a panic button and a guard monitoring system linked to the contractor's control room.
- e) Prevent crime incidents against Eskom personnel, contractors, visitors and assets at the sites where security services are being rendered.
- f) Ensure compliance to Eskom Standards, Policies, and Standard operating procedures and work instructions.
- g) Eskom reserves the right to alter the number of security officers per site as to their satisfaction, needs, requirements and to the possibility of total removal of security officers from sites and installing security systems at such sites.
- h) The use of dogs may be required at specified static sites for night shift patrols, hence the contractor must be capable to deliver on such.
- i) Ad hoc security services maybe required from the contractor, from which the contractor will be expected to provide with such services within a maximum of 4 hours after the request has been made and the same rate as per contract applies

2. Crime Prevention Patrols and Armed Response

- a) Execution of crime prevention patrols of critical network infrastructure and hotspot areas including any other specified Eskom sites within the boundaries of Free State Province or Southern Grid.
- b) 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
- c) Prevention of unauthorized removal of Eskom assets from Eskom sites and network infrastructure.
- d) Perform armed response activities to substations, Eskom offices, and network infrastructure and hotspot areas in the assigned area of operation.
- e) Provide escort duties to Eskom employees and contractors while working in hotspot areas and as required by Eskom.
- f) The use of dogs for night shift patrols is a requirement for the predetermined and specified areas.
- g) The patrol teams will be expected to report for duty at a specified Eskom site and control room before commencement with patrol activities. Eskom reserves the right to change the reporting base within the boundaries of the allocated geographical area.
- h) The Eskom Security Project Manager or his/her delegate reserves the right to re-direct crime prevention activities in his/her area of responsibility.
- i) No deviations from the operational plan without the authorization of the Eskom Security Project Manager or his/her delegate will be permitted
- j) 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 Free State Operating

Unit, in line with the security services outlined here above and such activities shall be communicated to the Service provider in writing.

3. Contract Requirements

3.1. Company

- a) The company must be officially registered in South Africa as a business entity.
- b) The company and the company owner(s)/directors must be registered in terms of Section 20 of Private Security Industry Regulatory Act as Security Service providers. Eskom reserves the right to immediately terminate services of any company not in good standing with PSIRA.
- c) The company must have an established and functional 24-hour security control room and Eskom reserves the right to conduct inspections of the facilities.
- d) The company should meet all the site(s) requirements and be able to render the required services without fail.
- e) The company must ensure that Security officer's salaries/wages are according to PSIRA rates for the grade that they have been employed and deployed for on Eskom sites. Nonpayment of Security officers' salaries/wages will be considered a serious breach in terms of this contract as it has adverse effect on the services to be rendered.
- f) Service provider should have sound knowledge of applicable South African legislation and ensure compliance thereto.
- g) The contractor will be expected to attend weekly operational and monthly contract management meetings.
- h) In the event of non-performance by the supplier, Eskom reserves the right to cancel the contract immediately and replace with another service provider. All costs incurred as a result of such action will be recovered from the outgoing contractor.

3.2. Security Officers

- a) All Security officers must be registered with PSIRA grade C and above.
- b) Security officers must be always in possession of their PSIRA and company ID card.
- c) All security officers must be always unarmed, unless otherwise stated/unless performing reaction/patrol activities.
- d) Armed security officers must possess firearm competency certificates (issued by SAPS) and always carry it.
- e) Armed security officers must always carry firearm permits as per the Firearm Control Act.
- f) Armed security officers must have completed SASSETA training on the specific firearms they are expected to use.
- g) Armed security officers should have undergone Regulation 21 training and continue to do so for at least once per year.
- h) Eskom reserves the right to have at its own costs, all security officers intended to be armed as per this contract, assessed in the safe handling and use of firearms before they may be deployed on

Eskom sites. Assessments of additional security officers over and above the contracted numbers shall be at the contractor's costs. Eskom will assist as far as reasonably possible with the arrangement of the assessment either internally or with an Eskom preferred supplier.

- i) Eskom will provide at its own costs, a once off training of Security officers on alcohol screening for the exact number of security officers intended to be deployed in terms of this contract. Training of additional security officers over and above the contracted numbers shall be at the contractor's costs. Eskom will assist as far as reasonably possible with the arrangement of the training which shall be provided by the Eskom preferred supplier.
- j) Security officers will be expected to sign a declaration of secrecy, before commencements of their duties in terms of this contract.
- k) Security officers may be subjected to a screening process.
- l) Security officers should not have been convicted of any criminal offence and should disclose all pending criminal prosecutions against them. Non-disclosure of such will result in the officers' automatic removal from Eskom site or duties.
- m) Security officers should be able to read and write and express themselves well in English.
- n) Security officers may be required to undergo a polygraph test as and when required.
- o) Security officers tasked as dog handlers must have been trained at an accredited institution and have appropriate qualification as dog handlers.
- p) Security officers expected to perform driving activities as part of their tasks should have undergone an Advance driver training at an accredited institution.
- q) Security officers will not be allowed to access IT networks registries, communication networks or any sensitive/zoned areas even when responding to alarms.
- r) Security officers should be trained on the Standard Operating Procedures (SOPs) relevant for their site of deployment and/or be made available for training by Eskom at no additional costs on any process or procedure necessary for them to do their duties. Proof of training must be kept on file and availed to Eskom on request.
- s) No security officers are to be deployed in terms of this contract, before undergoing necessary Eskom induction, training and assessments. Eskom reserves the right to remove such officers that have not complied with this requirement from their sites or duties as per this contract at the cost to the contractor.

3.3. Shifts

- a) The security service is required 24 hours a day on a two-shift cycle i.e., Day shift: 06:00 to 18:00 and Day shift: 18:00 to 06:00.
- b) A signed off reviewed list of Security officers deployed in terms of this contract must be provided on monthly basis, within 5 days prior to the commencement of the new month.
- c) The contractor is responsible to ensure that every shift complement is satisfied before commencement of the shift.
- d) Safe handling of firearms during shift changes must be always adhered to. The contractor must ensure that a procedure is put in place to that effect.

- e) Safes must be provided by the contractor for the safekeeping of firearms not in use.
- f) The Security Officers will be expected to do a pre-job / daily risk assessment and safety talks before commencement of every shift.

3.4. Uniform

- a) Wearing of uniform is compulsory and as per PSIRA requirements. Corporate wear shall be worn at Office buildings and combat uniform for field work.
- b) Uniforms must always be clean and correctly worn. The uniform must be in good condition.
- c) The winter uniform should include a warm coat, boots, gloves and a beanie (wooden hat).
- d) Personal protective equipment (PPE) must include safety shoes, raingear and bullet proof vest Level III (inclusive of the plates).
- e) Bullet proof vests shall be worn as part of uniform by all security officers. Only Eskom shall indicate exclusions to this rule for certain sites or posts as per the site risk assessments; if applicable.
- f) For obvious hygiene and safety reasons, each Security officer must be issued with his/her own bullet proof vest.

3.5. Firearms

- g) Only Eskom approved firearms namely, 9mm pistols, Rifles and Shot guns may be allowed for usage in terms of this contract. Revolvers are specifically excluded for usage as per this contract.
- h) Armed Security officers must have valid competency certificates for the specific firearm in possession thereof and Firearm Refresher Training
- i) Security Company is responsible for providing firearms, ammunition, firearm safe and registers as per Firearm Act.
- j) Only company firearms licensed in the security service providers name may be utilized as per this contract.
- k) The contractor must ensure provision of equipment/facilities for making firearms safe. A procedure to that effect, should also be in place.
- l) Each armed security officer must be provided with two full (ammunition) magazines.
- m) The service provider must ensure that security officer's private firearms are not utilized for their business purposes, in terms of this contract.

3.6. Equipment

- a) The contractor must provide Security officers with necessary equipment to adequately perform their duties as per site Standard operating procedures and/or work instructions.
- b) The contractor must ensure that the status of all equipment is constantly checked, maintained, are always safe for usage and in an operational condition.
- c) Where there are no existing facilities, Security officers are must be provided with water, ablution facilities and shelter.
- d) The following equipment must be supplied unless otherwise stated:

- e) Two-way radios or company Push-to-talk (PTT) must be linked to Security Service provider/Contractor's control room (per site)
- f) Firearms – as per Site specification.
- g) Firearms safe – as per SAPS & SABS specifications.
- h) Torches, batteries/chargers (minimum of two cells)
- i) Spotlights for Crime prevention patrols.
- j) Handcuffs.
- k) Batons – where firearms are not required
- l) Pocket book, black and red pen.

3.7. Vehicles

- a) The contractor must ensure that vehicles suitable for all environments (on and off road) are provided where vehicles are required for the provision of the security services.
- b) All vehicles are to be fitted with a vehicle tracking device and be tracked 24 hours from a control room.
- c) Movement reports are to be provided to Eskom on weekly basis and as and when required.
- d) The correct number of vehicles must always be available 24/7. When vehicles are taken for maintenance, a replacement vehicle must be provided at contractor's costs.
- e) All vehicles must start off each shift with a full tank (fuel).
- f) All vehicles must be registered under the contractor's name and be branded with the contractors' company name.
- g) The contractor is expected to comply with Eskom standards, policies and procedures regarding maintenance and usage of vehicles.
- h) No passengers shall be carried at the back of bakkies not designed and SABS approved for such purpose.

3.8. Communication

- a) Communication between security control room and Security officers must be adequate, reliable and sustainable.
- b) All guards posted on sites must be issued with fully functional panic buttons linked to the Company control room and reaction vehicles monitored for 24 hours
- c) The contractor must provide radio or Push-to-talk (PTT) communication between the deployed officers and Contractor control room. Cellular phones may only be provided as a secondary communication measure.
- d) Radio or PTT communication must be established between deployed security officers and the contractor control room immediately and without hassles.
- e) Communication between the Contractor control room and Eskom Control room must be established immediately without delays.
- f) Patrolling security officers must be always in radio/ PTT contact to ensure safety and effective service delivery.

- g) Communication between Security officers, control room, supervisors, and Eskom representatives must be recorded in an Occurrence book for later reference.
- h) Security officers must be supplied with clear and precise work instructions and radio/PTT communication procedures to ensure effective communication.
- i) All contact lists must be reviewed on a monthly basis, dated, signed and provided at all sites.

3.9. Armed Reaction Teams

- a) The control room operator must dispatch armed reaction teams to respond to emergencies upon the receipt of panic button signal.
- b) Armed reaction teams will consist of the following: -
 - The company's armed reaction team as per the contract.
 - The Local SAPS
 - Eskom Security Officer on standby
- c) The control room operator must declare details of vehicles to be used by armed reaction teams to the local SAPS for identification purposes.
- d) The control room operator must enter all transactions related to the incidents and make them available for investigation purposes.

3.10. Security Registers

- a) The Security Service provider will be required to provide with the Occurrence books, Visitors and After-hours register.
- b) Occurrence book to be correctly completed by Security officers and supervisors listing all occurrences and visits on site.
- c) Visitors register to be completed daily and filed on site for future reference and pages must be numbered.
- d) Contractor must ensure that quality registers are provided. Register must remain bonded, with no loose pages.
- e) 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.

3.11. Incidents Reporting and Investigation

- a) All incidents and response to incidents must be handled according to the relevant SOPS and/or work instructions for each site.
- b) All incidents and response must be immediately reported to the Eskom control room.
- c) The SAPS must be contacted immediately only for criminal incidents or suspected on-going criminal activities.
- d) Weekly and monthly status reports are to be supplied by the service provider.
- e) 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.

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

3.12. Safety Requirements

- a) Transportation of injured person on vehicles not suitable for the purpose is totally prohibited. The Service Provider is encouraged to make use of the services of the Eskom contracted Emergency service provider, as far as it is practically possible.
- b) All vehicles utilized to transport staff, must be fitted with SABS approved seatbelts.
- c) The Service provider is responsible to ensure that the security officers deployed at Ad-hoc sites have access to a shelter, water and sanitation.
- d) All Security officers should receive a safety induction before they can be deployed on Eskom sites.
- e) 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.
- f) Open fires, the use of bar heaters and hotplates as heaters at Eskom sites, is totally prohibited
- g) 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.

3.13. Inspections / Site Visits and Leadership Visibility

- a) Eskom will carry out random inspections and evaluation visits.
- b) The Directors of Security Companies must visit sites at least 3 times during the day, and 3 times during the night monthly.
- c) As part of the above visits, Security officer may be taken off site for practical and theoretical evaluation at a suitable location.
- d) Eskom reserves the right to visit and conduct inspection of the contractor's control rooms and carry out evaluation at any random time.
- e) The security contractor must comply fully with all legislation, Eskom policies, standards and procedures.
- f) The Eskom reserves the right, to order the removal of a Security officer(s) who has been found not to be competent or negligent in his/her duties.
- g) Non-conformances are to be issued by Eskom should the Service provider fail to comply with the contract terms.
- h) No security officers are to be deployed on Eskom sites or as per this contract without written confirmation from Eskom that they have satisfied the stipulated minimum requirements as per this contract.

3.14. Documentation

The following documentation is to be supplied by the security service provider at least four (4) weeks before a Task Order can be issued and commencement of the contract.

- a) List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.
- b) Certified ID copies and PSIRA certificates of all security officers.
- c) Certified copies of matric/Grade 12 certificates.
- d) Certified copies of firearm competency certificates of the security officers.
- e) List of all firearms to be used and certified copies of the licenses.
- f) Certified copies of all Security officers' firearm competency certificates.
- g) Certified copies of SASSETA training certificates for all armed Security officers.
- h) Certified copies of the company and Directors PSIRA registrations certificates.
- i) Criminal check records as proof that the Security officers have not been convicted of any criminal offence.
- j) Certified copies of Advance driving course, for all drivers.
- k) Certified copies of computer training certificates, for control room operators.
- l) Certified copies of control room operations training
- m) Certified copies of Advance driving course for all drivers.
- n) Certified copies of Dog handlers training certificates for all handlers.
- o) A list of all vehicles and maintenance records for vehicles to be used as per this contract.
- p) Driver risk profiles must be submitted for every driver as per this contractor.
- q) A compressive risk assessment and a site risk assessment report for all sites.
- r) Emergency Preparedness and response procedure with relevant contact details.

3.15. Equipment list per site.

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

- a) Wearing of uniform standard.
- b) Communication procedure.
- c) Firearm handling procedure.
- d) Shift changes schedule.

Failure by the Security Service providers to provide with the above requirements at the stipulated time period may result in immediate termination of the services and appointment of another service provider.

Schedule of Deficiency and Penalties

DEFICIENCY		PENALTY	FREQUENCY
1	Security officer (SO not posted on duty or K9(Dog) not posted on duty as agreed upon (Short posting)	One shift cost deduction and issue a written Warning letter to the Contractor	Per Incident
2	SO intoxicated/ or under the influence of liquor or drugs.	Permanent removal of SO from Eskom contract duties. One shift cost deduction if no replacement is done within 30 minutes	Per Incident
3	Refusal by SO to comply with lawful instruction.	Permanent removal of SO from Eskom contract duties.	Per Incident
4	Sleeping on duty.	One shift cost deduction issues a written Warning letter to the Contractor	Per Incident
5	Desertion of post by SO	One shift cost deduction	Per Incident
6	Negligence by SO in the performance of their duties or breach of security	A joint investigation will be conducted. Decision on liability will be determined by such investigation. If there is evidence of negligence, the Service Provider will be held liable for losses. Permanent removal of SO from Eskom contract duties.	Per Incident
7	SO late for duty (tantamount to short posting)	One shift cost deduction	Per Incident
8	Guard(s) not equipped with required specified equipment or non-functioning equipment. These include but not limited to: Bullet-proof vests (L3 SA MIX SABS)/Vests worn without plates Torch Radio/Contract Cell phone Panic linked to an independent armed response company Real time monitoring unit Uniform/Name tags	A joint verification of related equipment and confirmation of non-compliance. Related item is to be replaced or provided immediately to ensure effective security service is provided. Notation in OB book. 20% of shift cost 2 nd Offence: 50% of shift cost. 3 rd Offence: One shift cost deduction & Issue written warning to the Contractor	Per Incident
9	SO, without a functional torch or spotlight	10% deduction of the SO shift rate	Per Incident
10	SO, or site without a functional radio or PTT or Cell phone or not in possession of a baton or handcuffs	10% deduction of the total monthly site cost	Per Incident
11	No functional panic button on site	10% deduction of the total monthly running cost	Per Incident
12	SO not wearing bullet proof vest. Vests worn without plates and wearing of non-level 3 bullet proof vests will be deemed as no bullet proof vest was worn.	50% deduction of the SO shift rate per occurrence	Per Incident
13	SO not armed in one shift	50% deduction of the shift rate	Per Incident
14	Non submission of vehicle tracking reports	Non-payments of the total services (i.e., the cost for the SOs, vehicle) and issue written warning to the Contractor	Per Incident
15	Non submission of site inspections	Non-payments of the total services	Per Incident

	reports/mileage sheets and weekly Crime prevention plan by patrol/response team/escorting/TRT.	(i.e., the cost for the SOs, vehicle) and issue written Warning to the Contractor	
16	Late reporting of patrol teams/response team/escorting/TRT at designated reporting site.	Total shift cost deduction (i.e., the cost for the SOs, vehicle) and issue written Warning to the Contractor	Per Incident
17	SO not wearing proper uniform items or uniform is worn out or No Fire Extinguisher or First Aid Kit	One shift cost deduction	Per Incident
18	SO not in possession of a baton or handcuffs	10% deduction of the SO shift rate	Per Incident
19	Unavailability of patrol / escorting, TRT teams on call out notification to Eskom Security Contract Manager/Supervisor.	A written notice of non-compliance. 2 nd Offence: Second written notice of non-compliance 3 rd Offence: A final written notice of non-compliance (9.1 Notice) if no charge after the Final written warning a contract will be terminated in line with the termination clause of the Contract	Per Incident
20	Staff not being paid by service provider, which compromises the quality and effectiveness of the provided service to Eskom	If a company is found not to have paid staff accordingly and not notified Eskom in advance. This is considered unfair labour practice First of non-compliance will be issued. 2 nd Offence: Second written notice of non-compliance 3 rd Offence: A final written notice of non-compliance if no change after the Final written warning a contract will be terminated in line with the termination clause of the contract	Per Incident
21	Deviation from the required route without permission	One shift cost deduction	Per Incident
22	Failure of service provider to pay security officers on contracted date	R2000 deduction	Per Incident
23	Failure to ensure K9 (canine) is always fed or has clean water	100% of the shift rate	Per Incident
24	Failure to comply with legislation pertaining to canine welfare	100% of shift rate	Per Incident
25	Damage/Loss to the Eskom property	A joint investigation will be conducted. Decision on liability will be determined by such investigation. If there is evidence of negligence, the Service Provider will be held liable for losses/replacement/repairs.	Per Incident
26	Breach of Contract	First of non-compliance will be issued. 2 nd Offence: Second written notice of non-compliance 3 rd Offence: A final written notice of non-compliance if no change after the Final written warning a contract will be terminated in line with the termination clause of the contract	Per incident

4. Legislation Knowledge and Compliance

4.1. Legislative

- a) Income Tax Act, Act 58 of 1962
- b) Firearms Control Act, Act 60 of 2000
- c) Public Liability Insurance
- d) Basic Condition of Employment Act
- e) Private Security Industry Regulation Authority Act
- f) To act as authorized officers in terms of the Control of Access to Public Premises and Vehicles, Act 53 of 1985
- g) Occupational Health and Safety, Act 85 of 1993
- h) Compensation for Occupational Injuries and Diseases Act 130 of 1993
- i) Companies' Act or Registration with CIPRO
- j) Protection of Personal Information Act 4 of 2013

4.2. Company Compliance

- a) Reliability checks by relevant National Intelligence structures, security screening of security officials and signing of declaration of secrecy by security officials
- b) Adherence to all internal security policies and procedures of Eskom including Standard Operating Procedures (SOP)
- c) Contract security officers must not be allowed to access IT networks registries, communication networks or any sensitive/zoned sites when responding to the alarm
- d) To sign a Service Level Agreement with reference to Performance Standard Agreement and Non-performance Punitive Clauses
- e) In the event of non-performance by the contractor, Eskom Southern Grid reserves the right to cancel the contract immediately and replace that contractor
- f) All cost incurred as a result of such action will be recovered from the contractor
- g) Security officers must always present an acceptable image and appearance
- h) Agree on reference checks
- i) Report any breach at any of the Eskom sites and infrastructure.
- j) Accurate records of all occurrences are to be kept safe for the period of the contract and should be made readily available for inspection at any time by Eskom Security Manager
- k) Non-conformance reports to be issued by Eskom if the contractor fails to comply with the contract

4.3. Other Requirements

- a) A monitoring device to be installed by the contractor on Eskom Property to indicate the time that the contractor responded to the alarm.
- b) The monitoring device to be installed and be linked directly to Company Control Room.
- c) Document to be submitted to Eskom to indicate how the contractor will respond to the alarms.
- d) Reports to be sent on a weekly basis to Eskom.

2. Specifications

List the specifications that apply to this contract. Some typical headings have been provided as a minimum; delete if not required or expand and include correct titles as applicable.

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
<u>Technical specifications:</u>		

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.
Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

3.1 Meetings

Provide information about regular meetings to be held such as early warning and compensation event meetings (suggest weekly), safety and planning meetings.

3.2 Use of standard forms

Provide details of standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications.

3.3 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

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

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

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

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

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

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

3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

3.6 BBBEE 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.

3.7 Cataloguing requirements by the *Contractor*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

4. Requirements for the plan

State whether a plan is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

5. Services and other things provided by the *Employer*

Describe what the *Employer* will provide such as services (including water and electricity) and “free issue” plant and materials and equipment.

Item	Date by which it will be provided

6. Property affected by the service

Give information about any property upon which the service is to be provided. This may include the property of others as well as that of the *Employer*. Also provide any other information which is likely to affect the *Contractor's* work.

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