



## NEC3 Term Service Contract (TSC3)

Between **NTCSA SOC Ltd**

(Reg No. 2021/539129/30)

and **[Insert at award stage]**

(Reg No. \_\_\_\_\_ )

for **The provision of Security Services for Ladysmith CLN and  
Newcastle CLN – NTCSA East Grid**

Contents:	No of pages
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**CONTRACT No. [Insert at award stage]**

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## PART C1: AGREEMENTS & CONTRACT DATA

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C1.2a Contract Data provided by the <i>Employer</i>	[•]
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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:

#### **The provision of Security Services for Ladysmith CLN and Newcastle CLN – NTCSA East Grid**

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	<b>Rates based</b>
	Sub total	<b>Rates based</b>
	Value Added Tax @ 15% is	<b>Rates based</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>Rates based</b>
	(in words) <b>Rates based</b>	

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

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

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:

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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

**National Transmission Company of South Africa, Westville, 01 Langford Road,  
Westville,**

*(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.

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

Note:

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

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

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

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

**For the tenderer:**

**For the Employer**

Signature

Name

Capacity

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

Name &  
signature  
of  
witness

Date

*(Insert name and address of organisation)*



**National Transmission Company of  
South Africa, Westville, 01 Langford  
Road, Westville,**



## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>NTCSA SOC Ltd (reg no: 2021/539129/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
10.1	The <i>Service Manager</i> is (name):	
	Address	
	Tel	
	e-mail	
11.2(2)	The Affected Property is	<b>Ladysmith CLN Depot and substations Newcastle CLN Depot and substations</b>
11.2(13)	The <i>service</i> is	<b>The provision of security services</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Refer to Risk Register</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 week</b>
2	<b>The <i>Contractor's</i> main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks prior to the Contract Date</b>
3	<b>Time</b>	

30.1	The <i>starting date</i> is.	<b>01 September 2025</b>
30.1	The <i>service period</i> is	<b>37 Months</b>
4	<b>Testing and defects</b>	<b>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</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25th day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>30 days.</b>
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange</p>

department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	<b>Compensation events</b>	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	<b>Use of Equipment Plant and Materials</b>	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	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	N/A
9	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	
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	1 week.
11	<b>Data for Option W1</b>	
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the

		<b>Arbitration Foundation of Southern Africa (AFSA).</b>
	Address	<b>[•]</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	e-mail	<b>[•]</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) or its successor body.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>Durban, South Africa</b>
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	<b>1-month prior tender closing date.</b>
		<b>The Rates will be fixed and firm for the first year of the contract.</b>

		<p><b>For PSIRA items, PSIRA rates applicable for that year will apply plus the negotiated overheads percentage (the overheads percentage to remain the same for the duration of the contract).</b></p> <p><b>For Non-PSIRA items, Table B1 - CPI headline index will apply where 15% will be non-adjustable and 85% will be adjusted</b></p> <p>_____</p>
<b>X2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
<b>X17</b>	<b>Low service damages</b>	
<b>X17.1</b>	<b>The service level table is in</b>	<b>Refer to Schedule of Deficiency and Penalties under service information.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</li> </ul>

X18.4	<p>The <i>Contractor's</i> total liability to the <i>Employer</i>, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to</p>	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	<p>The <i>end of liability date</i> is</p>	<p><b>[•] months after the end of the <i>service period</i>.</b></p>
Z	<p><b>The <i>additional conditions of contract</i> are</b></p>	<p><b>Z1 to Z14 always apply.</b></p>

## **Z1 Cession delegation and assignment**

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or

any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 Joint ventures**

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

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

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



## **Z4 Confidentiality**

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

## **Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

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

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

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer’s* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer’s* VAT number 4710303126 on each invoice he submits for payment.

## **Z8            Notifying compensation events**

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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.

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## **Z9            *Employer's* limitation of liability**

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

## **Z11          Ethics**

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

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

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

<b>Collusive Action</b>	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,
<b>Committing Party</b>	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,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

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

## **Z12 Insurance**

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

**Insurance cover 83**

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

**INSURANCE TABLE A**

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

**Z 12.2 Replace core clause 86 with the following:**

**Insurance 86  
by the  
Employer**

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	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.



## PART 2: PRICING DATA

### TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	3
C2.2	The <i>price list</i>	<b>23</b>

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

**Identified and defined terms** 11

11.2 (12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

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

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### 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.

## 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).

## 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.

## 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*

Private Security Industry Regulatory Authority									
Description			Explanation	AREA 1&2			AREA 3		
				Grade			Grade		
				A	B	C/D/E	A	B	C/D/E
MONTHLY SALARY									
HOURLY EQUIVALENT RATE		Labour Legislation provision		as calculated	as calculated	as calculated	as calculated	as calculated	as calculated
Ordinary time:	i) Primary Sec Officer	4	shifts per week (48 hrs) (A Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non- compliant and the						

			<b>Tenderer will be disqualified)</b>						
	ii) *Relief Sec Officer	2	shifts per week (24 hrs) ) <b>(A Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified)</b>						
Sunday pay premium		4.333	weeks p/m @ X1.5 ) <b>(A Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified)</b>						
Public holiday premium		1	shift p/m @ X1 ) <b>(A Tenderer who submits a rate</b>						

			below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified)						
Leave provision		21	consecutive days leave ) (A Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified)						
Sick Pay		1	shift p/m ) (A Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non-						

			<b>compliant and the Tenderer will be disqualified)</b>						
Study leave		6	days per annum ) (A <b>Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non- compliant and the Tenderer will be disqualified)</b>						
Family respons. Leave		5	days per annum ) (A <b>Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non- compliant and the Tenderer will be disqualified)</b>						



Night shift allowance		7	Rand, p/night shift worked ) (A Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified)						
Cleaning Allowance		31	Rand p/m ) (A Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified)						
Provident fund		6.5	% of Fund Salary ) (A Tenderer who submits a rate below the						

			minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified)						
Health insurance		172.5	p/m ) (A Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified)						
Statutory annual bonus			Monthly salary ) (A Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non-compliant and the						

			<b>Tenderer will be disqualified)</b>						
<b>SUB TOTAL: EMPLOYEE BENEFITS</b>									
UIF		1	% of employees income ) (A <b>Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified)</b>						
COID/WCA		2.88	% of employees income ) (A <b>Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non-compliant and the</b>						

		<b>Tenderer will be disqualified)</b>						
Skills development	1%	<i>of remuneration(SDL) )</i> <b>(A Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified)</b>						
<b>SUB TOTAL: STATUTORY FEES</b>								
Sets of uniform (Statutory requirement)	150	<i>Rand p/p p.a )</i> <b>(A Tenderer who submits a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified)</b>						

Share of overheads	<i><b>propose a % for overheads</b></i>	<i>% of direct cost (Economy of scale rule applies)</i>						
<b>SUB TOTAL: POSSIBLE EXTRA COSTS</b>								
<b>TOTAL COST PER MONTH</b>								

SECTION B	Item	Description	Unit	Explanation
				Rate
		Guard Hut facility Size: 2,4m x 2,4m	Per day	
			Per Month	
		Ablution Facilities	Per day	
			Per Month	

		Ablution	Fixed Charge (Once-Off)	
	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>RATE</b>
	<b>Item</b>	<b>Armed reaction/patrols/escorting / team Grade C</b>	<b>Unit</b>	<b>RATE</b>
		Armed reaction/patrols/escorting / team Grade C (4 officers,1 x 4 x 2 Vehicle) Kilometres to be claimed separately	Per Team	
		Patrol Utility Van (4x2)	Rate per Km	
		ADHOC GUARDING-Grade C Unarmed	Per shift- Day shift	

		ADHOC GUARDING-Grade C Unarmed	Per shift- Night shift	
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## PART 3: SCOPE OF WORK

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	This cover page	1
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	



## C3.1: EMPLOYER'S SERVICE INFORMATION

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## Description of the service

### Executive overview

#### 1. Introduction

The aim of the services is to protect the assets, employees, and visitors at substations and offices.

The scope of work is for the National Transmission Company: East Grid and is Category A. The requirements are as follows:

- a) Substations 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.

All the Grid sites require supervisors. There are escort and armed response service teams as required for each sub-area. Panic button, Guard Monitoring Systems and cell phones are required to be linked to a control and dispatch centre.

**Employer's requirements for the service**

**Table 1: Security staffing requirements: Ladysmith CLN Depot and substations - Area 1**

	SITE	Day shift Grade C	Night Shift Grade C	Total Grade C	Breathalyzer r Machines	GMS with Panic Button	Armed Response/ Escorting/ Line patrol Grade C	Supervisor Grade B
<b>Area 3</b>  <b>Ladysmith CLN Depot and Substations</b>  Static Guarding, Escort/Line and Armed Reaction	Danskraal Substation (Ladysmith)	2	2	4	1	2	1x Team (Day & Night) based at Danskraal Substation	2x (1x Day Shift and 1x Night Shift)
	Bloukrans Substation (Colenso)	2	4	6	1	4		
	Venus Substation (Estcourt)	2	4	6	1	4		
	Tugela Substation (Bergville)	2	2	4	1	2	(4x Grade C armed guards and 1x vehicle)	
<b>TOTAL AREA 2</b>		<b>8</b>	<b>12</b>	<b>20</b>	<b>4</b>	<b>12</b>	<b>4</b>	<b>2</b>

**Table 2: Security staffing requirements: Newcastle CLN Depot and substations - Area 2**

	SITE	Day shift Grade C	Night Shift Grade C	Total Grade C	Breathalyzer Machines	GMS with Panic Button	Armed Response; Patrol & Escort Grade C	Supervisor Grade B
<b>Area 3</b>  <b>Newcastle CLN Substations and Depot</b> Static Guarding, Escort/Patrols and Armed Reaction	Newcastle Depot (Newcastle)	0	1	1	1	1	Team1 (2x Day shift & 2x Night shift) based in Newcastle Depot	2 (1x Day & 1x Night)
	Chivelston Substation (Newcastle)	2	4	6	1	4		
	Ingagane Substation (Newcastle)	2	4	6	1	4		
	Incandu Substation (Newcastle)	2	4	6	1	4		
	Bloedrivier Substation (Utrecht)	2	4	6	1	4		
	Umfolozi Substation (Encome)	2	2	4	1	2	Team 2 (2x Day shift & 2 Night) based in Pegasus	
	Pegasus Substation (Dundee) NKP	4	4	6	1	4		
<b>TOTAL AREA 1</b>		<b>14</b>	<b>23</b>	<b>37</b>	<b>7</b>	<b>23</b>	<b>2 Teams (8 Officers)</b>	<b>2</b>

## 1.2 Services level table

Guideline statements	Consequence management
1.2.1 There must be zero incidents relating to loss or damage of property during deployment to the Eskom NTCSA facility.	<p>Recovery of losses commences.</p> <p>First &amp; second incident - penalty of 5% of the monthly invoice value for the facility where losses occurred.</p> <p>Third incident – first written warning plus a penalty of 10% of the monthly invoice value for the facility where losses occurred.</p> <p>Fourth incident – second written warning plus a penalty of 20% of the monthly invoice value for the facility where losses occurred.</p> <p>Five incidents – final written warning, referral to the Supplier Review Committee, plus a penalty of 50% of the monthly invoice value for the facility where losses occurred.</p> <p>Six incidents – termination. Flag future contracts via the Eskom Procurement Department.</p>
1.2.2 All security incidents are detected and recorded, and the correct response provided.	<p>Incidents not detected – penalty of 5% of the monthly invoice value for the facility.</p> <p>Response time of more than 15 minutes – penalty of 5% of the monthly invoice value for the facility.</p>
1.2.3 There must be compliance with regulatory and legislative requirements, among others, PSIRA, FCA, NKP, and CIPA	Breach of regulatory and legislative requirements – zero payment per shift for each day of the non-conformity.

## **DESCRIPTION OF SERVICES IS AS FOLLOWS:**

### **2. 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.

### **3. Crime Prevention Patrols and Armed Response**

- a) Execution of crime prevention patrols of critical network infrastructure and hotspot areas including any other specified NTCSA sites within the boundaries of KwaZulu Natal Province or East Grid.

- b) Visiting and patrolling of NTCSA 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 NTCSA assets from NTCSA sites and network infrastructure.
- d) Perform armed response activities to substations, NTCSA 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 NTCSA.
- 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. NTCSA reserves the right to change the reporting base within the boundaries of the allocated geographical area.
- h) The East Grid Security 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 East Grid Security 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 NTCSA may introduce in order to enhance security in the KwaZulu-Natal Operating Unit, in line with the security services outlined here above and such activities shall be communicated to the Service provider in writing.

**4. Requirements for security guarding contracts (must form part of technical evaluations to test capability)**

**a) Level 3 bulletproof vests (as requested by the security manager) with bodycams equipped with live-view capability and monitoring.**

- b) All visitors' registers and OB's must be in electronic format, uploaded to the cloud, with adequate security features to protect the data.

- c) Access control will follow an electronic format equipped with licence plate recognition features to detect vehicles that have been flagged.
- d) Vehicle tracking (live) for all contracted services (TRT, inspection, armed response, etc.) must always be available in the control centre, and detailed vehicle movement reports submitted monthly with the invoices.
- e) Guard patrol tracking points at strategic areas within the sites, as agreed with NTSCA Security employees.
- f) A 24-hour control centre must be available with a minimum of two controllers per shift and equipped with the necessary capabilities to provide a competent service.
- g) Scenario-based exercises every two months to prepare the team (guarding and response) for adequate response capability. These exercises must be documented and sent to the SM and will form part of the key performance indicator (KPI).
- h) The company should have contingency plans for immediate response by deploying backup vehicles, security technology, access to drones, etc. for facilities where there is an increase in risk. This plan should be clearly demonstrated during the tender stage and the rates declared up front (if any). During the site visit technical evaluation, the private security service provider should indicate the alternative response when the risk increases.
- i) Real-time guard monitoring systems (with panic button capability) and live tracking of all security officers and their movements, including start and end times, linked to an independent armed response company that has a response capability of less than 15 minutes.

#### **4.1. 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 NTCSA 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) The 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.

#### **4.2. Security Officers**

- a) All Security officers must be registered with PSIRA grade C and above.
- b) Female security officers are to be posted during the day only unless as per the arrangement with NTCSA East Grid Security Manager.
- c) All Security officers and supervisors must have matric certificates.
- d) All Security officers providing services at National Key Points must have valid NKP training certificates before commencing duties in any NKP. This includes managers, supervisors and patrol/reaction officers.
- e) All Security officers providing services at National Key Points must undergo NKP refresher training once a year.
- f) All armed Security officers must undergo an annual refresher training, as per Regulation 21 of the Firearms Control Act. Failure to undergo the training at the required interval will result in forfeiture of the shift rate for each shift for the duration of the contravention.
- g) Security officers must be always in possession of their valid PSIRA certificate and card as well as the company ID card.

- h) Security officers found working without valid PSIRA certificates and valid PSIRA cards will be removed from site and the shift rate will be deducted. Working without a valid PSIRA card and/or valid PSIRA certificate constitutes an infringement of the PSIRA Act as well as the Life Saving Rule: Permit to Work and NTCSA takes a serious stance against the infringement of the laws of the country and the Life Saving Rules.
- i) The service provider must provide signed copies of the PSIRA Code of Conduct for all Security Officers, Service Provider manager and supervisors who will be rendering services in the East Grid.
- j) Security officers will be subjected to alcohol and drug testing at sites and shall have their person and possessions searched, without exception. Refusal to co-operate will necessitate removal of the security officer from site immediately at the cost of the Contractor. Security Officers who have tested positive for alcohol and or drugs are not to be deployed at any other East Grid site, under any circumstances.
- k) All security officers must be always unarmed, unless otherwise stated/unless performing reaction/patrol activities.
- l) Armed security officers must possess firearm competency certificates (issued by SAPS) and always carry them.
- m) Armed security officers must always carry firearm permits as per the Firearm Control Act.
- n) Armed security officers must have completed SASSETA training on the specific firearms they are expected to use.
- o) Armed security officers should have undergone Regulation 21 training and continue to do so for at least once per year.
- p) NTCSA 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 NTCSA sites. Assessments of additional security officers over and above the contracted numbers shall be at the contractor's costs. NTCSA will assist as far as reasonably possible with the arrangement of the assessment either internally or with an NTCSA preferred supplier.
- q) NTCSA 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. NTCSA will assist as far as reasonably

possible with the arrangement of the training which shall be provided by the NTCSA preferred supplier.

- r) Security officers will be expected to sign a declaration of secrecy form, before commencement of their duties in terms of this contract.
- s) Security officers must be subjected to a security screening process and the security service provider must provide police clearance reports for each guard deployed before the commencement of the contract and every 12 months thereafter.
- t) 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 NTCSA site or duties.
- u) The security service provider must provide a valid medical fitness for duty certificate for each security officer before deployment to any East Grid site. Security officers with expired medical fitness for duty certificates are not allowed to work in NTCSA sites. Failure to adhere to this rule constitutes an infringement of the Life Saving Rules and shall result in the deduction of the full shift rate per guard for each shift the guard without a valid medical fitness for duty certificate is posted.
- v) Security officers should be able to read and write and express themselves well in English.
- w) Security officers may be required to undergo a polygraph test as and when required, at the cost of the security service provider.
- x) Security officers tasked as dog handlers must have been trained at an accredited institution and have appropriate qualification as dog handlers.
- y) Security officers expected to perform driving activities as part of their tasks should have undergone Advanced driver training at an accredited institution and be in possession of a valid driver's licence at all times while performing driving duties. Both the driver and the crew must have valid South African drivers licences and South African identity documents.
- z) Security officers will not be allowed to access IT networks registries, communication networks or any sensitive/zoned areas even when responding to alarms.
- aa) 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.
- bb) All security officers must be trained in first aid and firefighting and have valid certificates at all times.
- cc) No security officers are to be deployed in terms of this contract, before undergoing necessary NTCSA induction, training, and assessments. NTCSA 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 of the contractor.

#### **4.3. 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.

#### **4.4. 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 (woolen 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 with bodycams equipped with live-view capability and monitoring. shall be worn as part of uniform by all security officers. Only NTCSA 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.

#### **4.5. Firearms**

- a) 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.
- b) Armed Security officers must have valid competency certificates for the specific firearm in possession thereof and Firearm Refresher Training.
- c) Security Company is responsible for providing firearms, ammunition, firearm safe and registers as per Firearm Act.
- d) Only company firearms licensed in the security service providers name may be utilized as per this contract.
- e) The contractor must ensure provision of equipment/facilities for making firearms safe. A procedure to that effect, should also be in place.
- f) Each armed security officer must be provided with two full (ammunition) magazines.
- g) The service provider must ensure that security officer's private firearms are not utilized for their business purposes, in terms of this contract.

#### **4.6. 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) Cellphone in all sites, including the patrol vehicles, loaded with R100 airtime on the first day of each month.
- f) Two-way radios or company Push-to-talk (PTT) must be linked to Security Service provider/Contractor's control room (per site)
- g) Firearms – as per Site specification.
- h) Firearms safe – as per SAPS & SABS specifications.
- i) Torches, batteries/chargers (minimum of two cells)
- j) Spotlights for Crime prevention patrols.
- k) Handcuffs.
- l) Batons.
- m) Pepper spray
- n) Pocket book, black and red pen.
- o) Sunscreen with an SPF of 40 or above

#### **4.7. 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 NTCSA 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.

#### **4.8. Communication**

- a) Communication between security control room and Security officers must be adequate, reliable and sustainable.
- b) All guards posted on sites including patrol vehicles, 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. All sites including the vehicles must be provided with cellular phones which are loaded with R100 airtime on the 1<sup>st</sup> of every month.
- 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 NTCSA 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.

#### **4.9. Armed Reaction Teams and armed escorting Teams**

##### **Duties of Armed Reaction Officers**

- a) Observe surroundings.
- b) Protecting lines and servitudes by static guarding when instructed.
- c) Monitoring and detecting unauthorized activity and responding effectively to breaches.
- d) Report suspicious incidents/activities/occurrences to control room and Eskom Central Grid and SAPS.
- e) Conduct search according to Criminal Procedure Act and Eskom policies.
- f) Escorting, patrolling, inspecting, and restraining undesired/criminal activities.
- g) Respond to alarms triggered from lines and servitudes and substations.
- h) Armed response to respond within 15 minutes of the indication/activation of alarm or callout.
- i) Be available and provide evidence during investigations, hearings, and court proceedings.
- j) Intelligence gathering
- k) The RO must display proof of identity on his person whilst on duty or while in uniform. The ID/PSIRA card should be in form of a tag or laminated plastic card and should display the following: -
  - l) Name
  - m) Photograph
  - n) Company name and telephone number
  - o) PSIRA registration number (personal)
  - p) Cards expiry date
  - q) It must specify that He/She is a trained Armed Reaction officer.

- r) The RO must wear the company uniform while on duty together with clear indication by means of a badge or suitable insignia.
- s) The RO must be issued with a SA MIX level III bullet proof vest to be worn at all times while on duty.
- t) All response officers responding to the alarm activations must respond with vehicles that clearly display the company logos a 4x2 and (4x4) as per Eskom Vehicle safety standard.
- u) The officers must at all times be in possession valid firearm permit and a valid firearm competency certificate. The officers must present a neat and presentable image at all times in addition, all response officers must.
- v) The response officers deployed to the contract must sign a declaration of secrecy prior to deployment on site.
- w) The RO/s must have functional radio communication to the control Centre (fixed unit in the vehicle or mobile device), torches, pepper spray and handcuffs. There must be uninterrupted communication channels between the response officers and the control room/center for regular reporting and to obtain assistance when required.
- x) The armed response Contractors will conduct radio checks at the start of each shift and periodically during each shift to ensure that equipment is functioning correctly, and guards are alert and monitoring their radios. The armed response Contractors must ensure back up communication aids is readily available.
- y) All officers must be declared fit for duty, and the fitness and medical certificates must be handed to the Employer prior to deployment.
- z) All officers must be equipped with first aid kits for any emergencies, as well as cell phones, communication devices to use when required (call other members or law enforcement agencies or emergency units for back up)
- aa) Two armed officers (not lower than a grade C and trained in armed response duties) must respond to all alarm activations at all times.
- bb) Conduct a thorough shift handover at each shift change ensuring that information and instructions are passed on to the next ROs and a detailed inventory is conducted of all weapons, ammunition, radios, keys and other equipment provided.
- cc) All Reaction Officers (RO's) must obtain matric (grade 10) certificate, must be fit for purpose (as per doctor's medical certificate), PSIRA registered (not lower than C grade) and have successfully passed the required PSIRA grading courses of armed response/CIT training.
- dd) All ROs are required to read, write, and speak English. All security officers will have an up to date PSIRA registration cards on their person at all times or a certified copy of the PSIRA certificate.



- ee) Up to date criminal background checks results shall be provided to the Employer for all reaction officers working on the contract before starting the contract. But for NKP (Critical infrastructure) criminal background checks and vetting to be submitted 14 days prior to the commencement of contract.
- ff) The Employer shall require criminal checks to be done on Reaction Officers annually.
- gg) All supervisors and security officers provided by the armed response service providers must have received appropriate PSIRA and SASSETA training including weapons handling, radio communications, access control, armed response capability training.
- hh) The armed response Contractors will provide refresher training during the year.e.g. Reg. 21 training 2 x times per year. All personnel of the armed response contractors must have received training, prior to deployment, on site instructions and work procedures. The armed response contractors shall be required to provide certification and results sheet prior to deployment for each individual employee.
- ii) The armed response Contractors will maintain training records for each security officer and supervisor including failures and subsequent remedial training and requalification. These records will be made available to the Employer designated representative upon request.
- jj) The Employer representative has the authority to monitor, evaluate and audit all training delivered to the armed response Contractors. The supervisors will arrange for weekly training on actions to be taken by the personnel of the armed response contractor in the event of incident, designed around scenario-based situations. ROs must be professional, friendly, and helpful in the performance of their duties at all times.
- kk) The RO must provide proof that he/she is authorized by PSIRA to practice as a RO.
- ll) The control room operator must dispatch armed reaction teams to respond to emergencies upon the receipt of panic button signal.
- mm) 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
- nn) The control room operator must declare details of vehicles to be used by armed reaction teams to the local SAPS for identification purposes.
- oo) The control room operator must enter all transactions related to the incidents and make them available for investigation purposes.

#### **4.10. Armed Escorting/Patrol Officers**

Services (consisting of an armed driver, armed crew member and a suitable vehicle) shall be required for escorting and/or patrolling services on an “as and when” required basis. Escorting will be rendered to NTCSA employees to and from high-risk areas and patrolling will be conducted as directed by NTCSA Security. Armed Escorting response Officers to respond within 15 minutes of the indication/activation.

Guards doing the armed escorting/patrolling duties must comply with the following requirements and must be capable of rendering the service as follows:

- a) Updated competency certificates with strict adherence to the Firearms Control Act. The security officers performing these armed escorting, patrolling and protection duties shall be armed and comply with the current Firearm Control Act, 2000 (Act No. 60 of 2000). All armed escorting officers must have a Valid PSIRA certificates in compliance to the PSIRA Act 2001 (Act No. 56 of 2001). All armed escorting officers must have Grade C.
- b) The RO must provide proof that he/she is authorized by PSIRA to practice as a RO.
- c) The RO must display proof of identity on his person whilst on duty or while in uniform.
- d) The ID/PSIRA card should be in form of a tag or laminated plastic card and should display the following: -
  - I. Name
  - II. Photograph
  - III. Company name and telephone number
  - IV. PSIRA registration number (personal)
  - V. Cards expiry date
  - VI. It must specify that He/she is a trained Armed Reaction officer.
- e) The RO must wear the company uniform while on duty together with clear indication by means of a badge or suitable insignia.
- f) All Reaction Officers (RO's) must obtain matric (grade 12) certificate, must be fit for purpose (as per doctor's medical certificate), PSIRA registered (not lower than C grade) and have successfully passed the required PSIRA grading courses of armed response/CIT training.

- g) Valid firearm permits issued by the authorized firearm control officer for TSP, Firearm Control Act, 2000 (Act No. 60 of 2000).
- h) Accredited valid training certificates with results (Regulation 21), Firearm Control Act, 2000 (Act No. 60 of 2000), Accredited First aid training and firefighting.
- i) Valid South African driver's license (both driver and crew).
- j) PPE and safety shoes
- k) SA MIX Level III bullet-proof vests handcuffs, batons, spotlight, torches with spare batteries, pocketbooks and pens, head protection.
- l) A road worthy all-terrain vehicle, preferably a 4x2 or 4x4 (as per Eskom Vehicle safety procedure) suited for the terrain where Eskom employees will be travelling to. The vehicle must be equipped with a first aid kit and fire extinguisher.
- m) The armed escort team/s must be in constant contact with a control room for regular reporting and to obtain assistance when needed. A proper register must be kept at the control room containing situation reports, incident reports and any communication with the armed escort team.
- n) The armed escort team must do the escorting in a tactically sound manner: Possible ambush positions must be secured before the Eskom members being escorted are allowed to proceed through the position.
- o) When the site where the Eskom members are to perform their duties is reached, the armed escort team needs to secure the area before the Eskom employees commence work.
- p) The armed escort must then take up a position for all round defence of the area where the Eskom employees are working and be constantly vigilant.
- q) All armed escort vehicles shall be equipped with a local global positioning system or Satellite Surveillance or any other system that would assist them.
- r) The armed security officers are to travel in their own vehicle and provide protection to the Eskom employee/s.
- s) The security officer shall be required to meet the Eskom employees at an Eskom site or predetermined place; escort and protect the Eskom employee for the required period and then return to where they first met or an alternative drop-off point (including Eskom employee's residence).
- t) Vehicle contingency plan: The service provider shall have contingency plans in place to react immediately to any emergency request.
- I. Vehicle breakdowns
- II. Vehicle accidents
- u) The armed response company security officers must comply with all requirements as stipulated in terms of PSIRA and other applicable legislation. All

response officers must use the stipulated personal protective clothing as well as have all equipment required to do the work to respond to all alarm activations.

- v) For the provision of armed response services by trained and competent security officers, the following is required:
- w) The premises from which the Reaction Officers (RO) operates must comply with local municipal regulations regarding the operation of such business and proof of this must be available and supplied to the Employer at the start of the contract.
- x) Where domestic premises are used for satellite bases these must provide for a dedicated sector for business and operational purpose and must comply with local municipal and health regulations.

#### **4.11. Security Registers**

- a) The Security Service provider will be required to provide with the Occurrence books, Visitors and After-hours register, Information book, Firearm registers A7, discharge register and Firearm daily permits.
- b) All visitors' registers and OBs must be in electronic format, uploaded to the cloud, with adequate security features to protect the data.
- c) Access control will follow an electronic format equipped with licence plate recognition features to detect vehicles that have been flagged.
- d) Occurrence book to be correctly completed by Security officers and supervisors listing all occurrences and visits on site.
- e) Visitors register to be completed daily and filed on site for future reference and pages must be numbered.
- f) Contractor must ensure that quality registers are provided. Register must remain bonded, with no loose pages.
- g) 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.

#### **4.12. 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.
- g) The security service provider must make security officers involved in incidents, available for polygraph tests at its own cost.

#### **4.13. Safety Requirements**

- a) Transportation of injured persons 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 must receive a safety and security 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 NTCSA sites, as per allocated timeframes.
- f) Open fires, the use of bar heaters and hotplates as heaters at NTCSA 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.
- h) Security officers must be trained in Basic Fire fighting and First Aid Training Level 2.

#### **4.14. 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.

#### **4.15. 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 for all security officers and supervisors.
- 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 Advanced driving course, for all drivers.
- k) Certified copies of drivers licenses, for all drivers.
- l) Certified copies of computer training certificates, for control room operators.
- m) Certified copies of control room operations training.

- n) Certified copies of first aid training certificates for all security officers.
- o) Certified copies of firefighting certificates for all security officers.
- p) Certified copies of NKP training certificates for all security officers/supervisors and managers. who will be servicing NKPs including the officers in patrol/response vehicles.
- q) Certified copies of Dog handlers training certificates for all handlers.
- r) A list of all vehicles and maintenance records for vehicles to be used as per this contract.
- s) Driver risk profiles must be submitted for every driver as per this contractor.
- t) A compressive risk assessment and a site risk assessment report for all sites.
- u) Leave procedure and leave plan.
- v) Proof of registration of all security officers with the provident fund.
- w) PSIRA letter of good standing.
- x) COID letter of good standing.
- y) Appointment letter of Safety Officer.
- z) Incident Management Procedure.
- aa) Emergency Preparedness and response procedure with relevant contact details.
- bb) Training matrix including security and safety training for guards.
- cc) Contingency Plans

#### **4.15 Contingency Plans**

The Contractor must provide to the NTCSA Security Manager and place in each site and vehicle file, before commencement of the contract, contingency plans for the following:

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

#### **4.16 Measuring of good performance.**

- a) Loss value not exceeding R50 000.00 for all contracted sites per Grid in a contract period.
- b) Fewer than five intrusions for the contract period for all contracted sites per Grid.
- c) Systems availability more than 95% for the contract period (three years) per Grid.
- d) Innovation by introducing security technology at the supplier's cost for early detection and crime prevention, the creation of innovative crime prevention strategies, partnering with the Community Policing Forum (CPF), community involvement, relevant stakeholders, etc. Maintaining security systems that are found on site to ensure optimal security and crime prevention as a value-added service.
- e) Achieving overall customer satisfaction of security services of at least 90% per month at all facilities contracted by the company in the BU or at the PS, meaning that all site owners must have a more than 90% satisfaction with the security services provided and that, where the service provider is lacking, services must be improved to ensure 100% satisfaction.



#### **4.16. Equipment list per site.**

This includes but not limited to:

Bullet-proof vests (L3 SA MIX SABS)/Vests worn with plates

Torch

Radio

Occurrence Book

Electronic Occurrence book linked to the cloud

Pocket Book

Black pen and red pen

Hand cuffs

Pepper spray

150ml of Sunscreen with SPF 50 or more (issued every three months)

Rain suits

Beanies X two per guard

Caps X 2 per guard

Socks x four pairs per guard

Umbrellas (one per guard)

Safety boots

**Company Cell phone with R30 or more airtime at all times. (To be monitored by control and replenished at the commencement of each shift).**

Panic button linked to an independent armed response company

Real time monitoring unit

Guard patrol points

Uniform

Name tags

Shoulder flashes

(No t-shirt to show when wearing uniform. Only company colour coded socks to be worn)

Pull over – sleeveless

Pull over X 2 per guard

Thick winter jacket X two per guard

Genuine leather safety boots

Long sleeved shirts 2x per guard

Short sleeved shirts x 2 per guard

Combat pants X 2 per guard

Combat skirt (ladies) X 2 per guard

Uniform to be replenished yearly at the anniversary of the contract

#### 4.16

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 NTCSA 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 NTCSA 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 NTCSA contract duties.	Per Incident

7	SO late for duty (tantamount to short posting)	One shift cost deduction	Per Incident
8	<p>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</p> <p>Torch</p> <p>Pepper spray</p> <p>Radio</p> <p>Pocket Book</p> <p>Hand cuffs</p> <p>Rain suits</p> <p>Beanies</p> <p>Caps</p> <p>Socks</p> <p>150ml SPF 50 sunscreen (issued every three months)</p> <p>Umbrellas (one per guard)</p> <p>Safety boots (genuine leather)</p> <p>Company Cell phone (with atleast R30 airtime)</p> <p>Panic linked to an independent armed response company</p> <p>Real time monitoring unit</p> <p>Uniform/Name tags</p>	<p>A joint verification of related equipment and confirmation of non-compliance.</p> <p>Related item is to be replaced or provided immediately to ensure effective security service is provided. Notation in OB book.</p> <p>20% of shift cost</p> <p>2<sup>nd</sup> Offence: 50% of shift cost.</p> <p>3<sup>rd</sup> Offence: One shift cost deduction &amp; Issue written warning to the Contractor</p>	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 ,Cell phone and 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 reports/mileage sheets and weekly Crime prevention plan by patrol/response team/escorting/TRT.	Non-payments of the total services (i.e., the cost for the SOs, vehicle) and issue written Warning to the Contractor	Per Incident
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 or no valid first aid certificate or no valid firefighting certificate.	One shift cost deduction	Per Incident
18	SO not in possession of a baton or handcuffs (items not worn on the body of the security officer)	10% deduction of the SO shift rate	Per Incident
19	Unavailability of patrol / escorting, TRT teams on call out notification to NTCSA Security Contract Manager/Supervisor.	<p>A written notice of non-compliance and shift cost deduction.</p> <p>2<sup>nd</sup> Offence: Second written notice of non-compliance and shift cost deduction.</p> <p>3<sup>rd</sup> 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</p>	Per Incident

		the termination clause of the Contract	
20	Staff not being paid by service provider, which compromises the quality and effectiveness of the provided service to NTCSA.	<p>If a company is found not to have paid staff accordingly and not notified NTCSA in advance. This is considered unfair labour practice.</p> <p>First offence: non-compliance will be issued.</p> <p>2<sup>nd</sup> Offence: Second written notice of non-compliance</p> <p>3<sup>rd</sup> 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.</p>	Per Incident
21	Deviation from the required route without permission from NTCSA representative	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	<p>A joint investigation will be conducted.</p> <p>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.</p>	Per Incident
26	Breach of Contract	First of non-compliance will be issued.	Per incident

		<p>2<sup>nd</sup> Offence: Second written notice of non-compliance</p> <p>3<sup>rd</sup> 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</p>	
27	Security officers posted without valid matric certificates	One shift cost deduction	Per incident
28	Security officers posted at NKPs without valid NKP training certificates	One shift cost deduction	Per incident
29	Armed security officers without valid proof of firearm refresher training	One shift cost deduction	Per incident
30	NKP security officers without valid proof of NKP refresher training	One shift cost deduction	Per incident
31	Unlicensed firearm or firearm issued without a permit	One shift cost deduction	Per incident
32	Unroadworthy vehicle	One shift cost deduction	Per incident
33	No valid police clearance (must be provided yearly)	One shift cost deduction	Per incident
34	No valid medical fitness for duty(must be provided yearly)	One shift cost deduction	Per incident
35	Security officer without a valid PSIRA certificate	One shift cost deduction	Per incident
36	Security officer without a valid PSIRA card	One shift cost deduction	Per incident

## 5. Legislation Knowledge and Compliance

### 5.1. 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

## **5.2. 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.

## **5.3. 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.

## 6. Document Control

### 6.1. Contributors

Philani Magwaza – Contracts Manager

### 6.2. Revision History

Revision	Compiler	Date	Reason
0	N. Dabi	27/11/2024	
1	N. Dabi	06/01/2025	New corporate requirements added

## Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
NTCSA	National Transmission Company South Africa
CLN	Customer Load Network
SO	Security Officer
SOP	Standard Operating Procedures
NKP	National Key Point
PSIRA	Private Security Industry Regulation Authority
RO	Reaction Officer
PPE	Personal Protective Equipment



## Management strategy and start up.

### The *Contractor's* plan for the service

#### Management meetings

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

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

Title and purpose	Appointment times and interval	Location	Attendance by
Opening and Kick off meeting	2 hours when required	NTCSA Westville offices, other NTCSA sites and microsoft team.	Employers' Agent or delegated representative, contractor
Risk register and compensation events	1.5 hours when required	NTCSA Westville offices, other NTCSA sites and microsoft team.	Employers' Agent or delegated representative, contractor
Overall Contract progress	Monthly 2 hours	NTCSA Westville offices, other NTCSA sites and microsoft team.	Employers' Agent or delegated representative, contractor
Special ad hoc meetings	1.5 hours when required	NTCSA Westville offices, other NTCSA sites and microsoft team.	Employers' Agent or delegated representative, contractor
KPI performance reporting	2 hours bi annually	NTCSA Westville offices, other NTCSA sites and microsoft team.	Employers' Agent or delegated representative, contractor
Closure meetings	2 hours when the contract has expired	NTCSA Westville offices, other NTCSA sites and microsoft team.	NTCSA Westville offices, other NTCSA sites and microsoft team.

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties,

the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

### ***Contractor's management, supervision and key people***

The Contractor is to submit an organogram showing all key people involved in the contract 1 day after contract award.

All key personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file.

### ***Provision of bonds and guarantees***

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

### ***Documentation control***

All correspondence is to be addressed to the Service Manager with a sequential numbering system via email,

### ***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

\_\_\_\_\_

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4710303126;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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

### **Contract change management**

Where standard forms are available, they should be used

### **Records of Defined Cost to be kept by the *Contractor***

The *Contractor* is to keep proof/invoices of all costs incurred for a compensation event and submit them to the *Service Manager* if requested.

### **Insurance provided by the *Employer***

N/A

### **Training workshops and technology transfer**

Refer to service information above

### **Design and supply of Equipment**

N/A

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

Equipment

N/A

### **Information and other things**

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

## **Health and safety, the environment and quality assurance**

### **Health and safety risk management**

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract.

**The *Contractor* shall therefore comply with all the health and safety requirements as prescribed in the;**

“Security Contract for Eskom NTCSA (Eastern Grid) - SHE Specification” attached to this document.

- SHE Criteria
- Annexure B : Acknowledgement Form for the Eskom SHE Rules and other requirements 240-43921804 Rev3
- Security Services Health and Safety Specification.
- All Safety and Health legal and other requirements including NTCSA standards and procedures e.g Driver and Vehicles Safety Procedure

In addition as scope specific where applicable,

### **Eskom’s lifesaving rules**

Note: Contravention to any of the Eskom Life Saving rules, can result in termination of the contract subject to the outcome on an investigation.

### **RULE 1: OPEN, ISOLATE, TEST, EARTH, BOND AND/OR INSULATE BEFORE TOUCH**

No person may work on any electrical network unless:

He / she is trained and authorised as competent for the task to be done.

A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work commencing.

An equi-potential zone is created for each worker on the job site by earthing, bonding and/or insulating according to approved divisional procedures.

All conducting material is connected together, all staff onsite wear electrical safety shoes and insulating techniques are applied according to standards.

The authorised person (Team leader) has certified and shown all team members that the apparatus is safe to work on. He / she is trained and authorised as competent for the task to be done.

*Contractor* to take precautionary measures when working in close proximity to other power lines.

Jumper covering is provided to serve as an overhead jumper protection covering above solid cut-outs to reduce bird electrocutions

## **RULE 2: HOOK UP AT HEIGHTS**

Working at height is defined as any work where an activity above 2 metres is performed from ladders, scaffolds, platforms, buckets, excavation, structures or where there is a potential for a fall. A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work at height commencing.

No person may work at height where there is a risk of falling unless:

You are appropriately trained.

You are appropriately secured during ascending and descending.

You are using an approved fall arrest system where applicable

The *Contractor* must be aware of the operating heights when working under HV lines.

## **RULE 3: BUCKLE UP**

No person may drive any vehicle on Eskom business and sites:

Unless the driver and all passengers are wearing seat belts.

## **RULE 4: BE SOBER**

No person is allowed to work under the influence of drugs and alcohol. Under-the-influence' means the use of alcohol, drugs and /or a controlled substance to the extent that:

The individuals' faculties are in any way impaired by the consumption or use of the substances or;

The individual is unable to perform in a safe, productive manner or;

The individual has a level of any such substance in his body that corresponds with or exceeds accepted medical/legal standards or;

The individual has a level of alcohol in his body that is greater than 0,02 % blood alcohol concentration.

Any level of an illegal substance in the body' irrespective of when the substance was used

## **RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK**

Where an authorisation limitation dictates, no person shall work without the required Permit to Work. (PTW)

Work is as defined in the Plant Safety Regulations (PSR) and Operating Regulations for High Voltage Systems (ORHVS) of Eskom.

A Risk Assessment must be carried out jointly by the Authorised (AP) and Responsible Person (RP) on all work before it commences.

The PTW must be issued by an AP, in accordance with the PSR.

The PTW must be accepted in writing by an authorised RP.

The PTW shall be shown to everyone working on the job and the risks explained.

The RP must ensure that all staff working on that job is entered on a Workers' Register and the risks explained to each one.

The RP must ensure that the conditions of the PTW are enforced for the duration of the work.

## **SHEQ REQUIREMENTS:**

In compliance to Eskom's SHEQ Policy, the *Contractor* must ensure;

- Commitment to safety, health and environmental excellence.
- Conduct business with respect and care for people and minimise or avoid impact on the environment.
- Compliance to environmental legislation, conditions of Environmental Authorisations and requirements set out in environmental management plans.
- Acceptance that all injuries and occupational illnesses, as well as safety and environmental incidents are preventable.
- Report, respond to, investigate, close-out, and share learning from safety and environmental incidents.
- That SHE is an integral part of your operations and that:
- **No operating condition, or urgency of service, can justify endangering the life of anyone or cause injury or damage to the environment.**

Typically, the identified risks as listed in the "Health & Safety Specification" for this contract which could endanger persons/*works* as per scope of work to be completed by the *Contractor*. Specific risks, related to projects as will be issued per Task Order are as follows:

Typical Risks to be assessed where applicable
Vehicle risks – Driving from site to site
COVID-19 pandemic
Snakes and bees
Biological/health risks (camps)
Weather related risks (UV, heat, cold, wind, rain, snow, etc.)
Environmental risks
Ergonomic risks (body position, fatigue)
Fire risks
Public safety risks -Public unrest
Demographics of the area
Noise- Fire arms
Floods

**THE CONTRACTOR SHALL IDENTIFY MITIGATION ACTIONS FOR ALL IDENTIFIED RISKS, AS WELL AS IDENTIFY ANY ADDITIONAL RISKS AND INCLUDE IT IN THE HEALTH AND SAFETY PLAN TO BE PROVIDED TO THE *EMPLOYER* ON TENDER RETURN.**

The *Contractor* shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building, Construction, Electricity Regulations and Eskom Transmission Standards.

- The *Contractor* shall accept full responsibility for the means, methods, sequence or procedures of construction for safety precautions or programmes incident to the work of the *contractor*.
- The *Contractor* is required to submit a working methodology statement with regards to the Safety Standards while working within hazardous areas such as live substations or in close proximity of energized apparatus and/or lines.
- The *Contractor* shall indemnify the *Employer* and the Engineer against responsibility for safety on the site of the works.
- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 85 of 1993) and Construction Regulations Document which is publicly available.
- Typically, RISK ANALYSIS IDENTIFYING RISKS THAT could endanger the work as done by the *Contractor* will be done per Works Order. The *Contractor* should identify

mitigation actions for these risks, as well as identify any additional risks and submit at tender

- The safety of the *Contractors* personnel and employees acquire precedence over the construction works.
- The *Contractor* shall submit a Safety Plan to the *Employer* within one week of award of contract prior to starting on site. The Safety Plan to be assessed by the *Employers* Representative where after on approval will the *Contractor* be allowed access to site.

The *Contractor* shall comply with the health and safety requirements contained in Annexure \_\_\_\_\_ to this Service Information.

## **Environmental constraints and management**

### **Environmental Requirements**

#### **a) Legal Compliance**

- The service provider will be required to adhere to environmental legislative prescripts, the Eskom Safety, Health and Environmental (SHEQ) Policy as well as environmental standard 240-180100134.
- The service provider shall be responsible for ensuring that all their environmental management programmes comply with NTCSA's requirements and are relevant to the scope of works or services.

#### **b) Waste Management**

- The service provider shall ensure proper disposal of domestic waste from the security offices as well as any hazardous waste such as electronic security equipment.
- No littering must be done during patrolling within and outside of NTCSA sites.
- The service provide shall endeavour to implement waste reduction measures such as minimising single-use plastics and recycling.

#### **c) Pollution Control**

- The service provider shall ensure that carbon emissions from vehicles are controlled through regular servicing of vehicles.
- The service provider shall have drip trays in case of any oil leaks from vehicles.
- Any oil drips from vehicles must be reported in line with the NTCSA incident management procedure 240-133087117.



- The service provider shall ensure that security lighting does not contribute to excessive light pollution which can disrupt natural ecosystems.
- Security operations should minimise noise pollution, particularly those near residential areas. Sirens, alarms and loudspeakers must not exceed the legal noise limit.

**d) Sustainable Security Operations**

- The service provider is encouraged to introduce digital security logs and reporting to minimise paper use.
- Security personnel is encouraged to follow eco-friendly commuting options such as carpooling, to reduce carbon footprint.
- Security radios emit radiofrequency which can contribute to electromagnetic pollution which can affect wildlife behaviour. Security personnel is encouraged to use low power transmission modes, when possible, to reduce unnecessary radio frequency.

**e) Reporting**

- Security personnel must report environmentally related incidents such as fires and oil spills.

**f) Water Management**

- The service provide shall use water responsibly and report any leakages observed at security rooms.

**g) Biodiversity**

- Security personnel shall avoid driving on environmental sensitive areas such as wetlands and areas of high vegetation when patrolling lines.
- No hunting or poaching of wildlife is allowed when patrolling on lines. No killing of wildlife such as snakes must be done at substations and other NTCSA sites. Any wildlife observed at NTCSA sites must be reported to environmental personnel.

**h) Emergency Preparedness & Response**

- Security personnel should be trained in environmental risk response (e.g., oil spills, fire hazards).
- Security teams shall be aware of Eskom's emergency response in case of environmental incidents.

i) **Environmental Awareness**

- The service provider shall ensure that security teams have basic environmental awareness.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure \_\_\_\_\_

**Quality assurance requirements**

Please refer to quality requirements

**Procurement**

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

**People**

**Minimum requirements of people employed**

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

**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.

**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 *Service Manager* 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.

## **Subcontracting**

### **Preferred subcontractors**

N/A

### **Subcontract documentation, and assessment of subcontract tenders**

N/A

### **Limitations on subcontracting**

N/A

### **Attendance on subcontractors**

N/A

## **Plant and Materials**

### **Specifications**

N/A

### **Correction of defects**

N/A

### ***Contractor's* procurement of Plant and Materials**

N/A

### **Tests and inspections before delivery**

N/A

### **Plant & Materials provided "free issue" by the *Employer***

N/A

### **Cataloguing requirements by the *Contractor***

N/A

## **Working on the Affected Property**

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

The *Contractor* and all of his staff shall undergo NTCSA induction prior to entering the Affected Property.

#### **5.1.1 Roads and Vehicles**

- All vehicles used on site, by the *Contractor* will be compliant with NTCSA Standards.
- All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.
- Drivers of vehicles in the NTCSA Property will be required to obtain an NTCSA Driver Permit.

#### **5.1.2 Security**

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

#### **5.1.3 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 NTCSA sites are subjected to alcohol testing.
- All persons entering NTCSA sites, in vehicles shall be buckled up, including those travelling in the load-body of a vehicle. Transportation in the back of bakkies is not allowed unless the load-body is equipped with SABS approved safety belts for all passengers

#### 5.1.4 Temporary 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 NTCSA security form.

#### 5.1.5 Removal

- 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.

#### 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.
- 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 by the *Employer*.
- 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.
- The contractor shall, two weeks before commencement of the contract, provide valid police clearance documents for all employees who will access East Grid sites. The police clearance certificate is valid for a year from date of issue. The contractor shall provide valid police clearance documents yearly to East Grid Security for all employees and ensure that copies thereof are placed in the contractor site file.

- The contractor shall provide certified copies of identity documents, which are not older than 90 days for all employees, two weeks before commencement of the contract.

### **Health and safety facilities on the Affected Property**

*Contractor* to provide own Emergency preparedness procedure and align to site emergency procedure

### **Environmental controls, fauna & flora**

#### **5.4.1 Protection of Flora**

The removal, damage and disturbance of indigenous flora are prohibited.

The use of herbicides is prohibited unless accepted by the *Service Manager*.

#### **5.4.2 Protection of the Fauna**

The *Contractor* shall protect fauna living within the Site and shall ensure that hunting, snaring, poisoning, shooting, nest raiding or egg collecting and disturbance does not occur.

The *Contractor* is to ensure that his employees are instructed not to feed wild animals.

The use of pesticides is prohibited unless accepted by the *Service Manager*.

No domestic pets or livestock are permitted on site.

### **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.

### **Records of Contractor's Equipment**

Prior to starting work on the Affected Site, the *Contractor* will compile a list his equipment, either owned or hired, which will be used for the execution of this contract. It should include the make, type, year of manufacture, colour and function or use. This list will be signed off by the *Contractor* and the *Service Manager*.

- Any electrical equipment or appliances used by the *Contractor* must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- The *Employer* has the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

### **Equipment provided by the *Employer***

N/A

### **Site services and facilities**

**Provided by the *Employer***

**Provided by the *Employer***

#### **5.8.1.1 Water and Electricity usage**

- Water and Electricity will be supplied by the *Employer* and must be used in accordance with the Eskom Environmental objectives.
- The *Employer* will provide a central waste disposal area.
- The *Employer* will provide ablution facilities for use by the *Contractor's* employees on site.

#### **5.8.1.2 Offices, Workshops and Stores**

- The *Contractor* will make use of the office space and work areas provided by the *Employer* in pursuit of doing Eskom work.

5.8.1.3 The *Contractor* shall provide everything else necessary for Providing the *service*.

### **Provided by the *Contractor***

The *Contractor* must provide his own gas bottles and refills as approved for use should the *Contractor* need to use the gas stove on site, in order to maintain the provision of the *service*.

### **Control of noise, dust, water and waste**

Comply to the Occupational Health and Safety Act, Act 85 of 1993 and the applicable Regulations relating to noise and dust. The Water Act, Act 54 of 1956 for water and the Waste Act, Act 107 of 1998

Having due regard for local communities and dwellings, the *Contractor* shall restrict any of his operations which result in undue noise disturbance to those communities and dwellings.

The *Contractor* shall take appropriate measures to minimise the generation of dust as a result of his works, operations and activities to the satisfaction of the *Service Manager*.

The management of solid waste on site shall be strictly controlled and monitored. Only accepted waste disposal methods shall be allowed; Littering shall be avoided;

#### **(a) Domestic waste**

Metal refuse bins or equivalent plastic refuse bins, all with lids, shall be provided by the *Employer* for all buildings. Refuse shall be collected and removed by the *Contractor* from all dining and kitchen facilities on a daily basis to the central waste disposal area.

#### **(b) Organic waste**

Refuse from food preparation and eating areas shall be collected and removed daily. Organic Waste shall be disposed of as per Domestic Waste.

#### **(c) Used oil and grease**

Used oil and/or grease shall be removed from site and sold to an accepted used oil recycling company.

#### **(d) Hazardous waste**

All hazardous waste shall be disposed of in an accepted hazardous waste disposal site and a disposal certificate supplied to the *Service Manager*.

### **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.



## **Tests and inspections**

### **Description of tests and inspections**

N/A

### **Materials facilities and samples for tests and inspections**

N/A

## **List of drawings**

### **Drawings issued by the *Employer***

N/A