

CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).



NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC LIMITED (Reg No. 2002/015527/06/30)**

and

for **The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).**

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CONTRACT No.

CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).**

TITLE OF THE CONTRACT

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 C	The offered total of the Prices exclusive of VAT is	Rate Base Contract
	Sub total	Rate Base Contract

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

Signature(s)

Name(s) _____

Capacity _____

CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

**For the
tenderer:**

Name &
signature of
witness

(Insert name and address of
organisation)

Date

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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 original copy of this document, including the Schedule of Deviations (if any).

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Signature(s)

Name(s)

Capacity

**for the
Employer**

Eskom Holdings SOC Ltd. No 2. Maxwell Drive Sunninghill, Sandton

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.

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

C1.2 TSC3 Contract Data

PART ONE - DATA PROVIDED BY THE EMPLOYER

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		C Target contract with price list
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure

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- X1: Price adjustment for inflation**
X2 Changes in the law
X10 Employer's Agent
X17 Low Service Damages
X18: Limitation of liability
X19: Task Order
Z: Additional conditions of contract

of the NEC3 Term Service Contract (June 2005)¹

10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Limited (reg no: Reg No. 2002/015527/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 3000
10.1	The <i>Service Manager</i> is (name):	
	Address	
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Eskom Gemma Cluster in North West
11.2(13)	The <i>service</i> is	The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).
11.2(14)	The following matters will be included in the Risk Register This will be attached.	• Loss of Eskom asset because of criminal acts (e.g., theft or vandalism).

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

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		- Poor handling of firearms and ammunition. - Industrial action by contractor employees. - Contravention of the Firearms Control Act and PSIRA Act by the security contractor. - Employment of illegal foreign Nationals as security officers. - Non-compliance to Eskom's Procedures, Policies and Standard. - Failure to comply with OHS Act and Eskom's Occupational Health and Safety Incident Management Procedure (32-95)
11.2(15)	The Service Information is in	Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Seven (7) Working Days
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	TBD
30.1	The <i>service period</i> is	3 years (36 months)
4	Testing and defects	No data is required for this section of the conditions of contract.
5	Payment	
50.1	The <i>assessment interval</i> is	between the 14 day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	(i) zero percent above 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 (as certified, in the event of any dispute, by any manager of such bank,

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whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if

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

		(If the optional statement for this section is not used, no data will be required for this section)	
6	Compensation events		
	These are additional compensation events:	1	[•]
		2	[•]
7	Use of Equipment Plant and Materials	No data is required for this section of the conditions of contract.	
8	Risks and insurance		
80.1	These are additional <i>Employer's</i> risks	1.	Loss and/or theft of Eskom's Assets
		2.	Damage to Eskom property due to criminal activity
		3.	Safety of Eskom staff and contractors due to criminal activity.
83.	Insurance cover		
83.1	The <i>Contractor</i> provides the insurance stated in the Insurance table		
83.2	The insurance provides cover for events which are at the <i>Contractor's</i> risk from the <i>starting</i> date until the Defects Certificate or a termination certificate has been issued.		

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83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is:	The amount of the deductibles relevant to the event described in the insurance policy. Deductible is R7.5 million for purpose of this part or clause 8.
83.2	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	The amount of the deductibles relevant to the event described in the insurance policy. Deductible is R7.5 million for purpose of this part or clause 8.
83.3	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing Service for any one event is:	whatever the <i>Contractor</i> deems necessary in the addition to that provided by the <i>Employer</i>.

INSURANCE TABLE

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the <i>works</i> , 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
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u>Employer's property</u> 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. <u>Other property</u> The replacement cost. <u>Bodily injury to or death of a person</u> The amount required by 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.

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84.	Insurance by the employer
84.1	The employer provides the insurances stated in the Insurance table

INSURANCE TABLE

Insurance against	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	As per the insurance policy document.
Project insurance	As per the insurance policy document.
Environmental Liability	As per the insurance policy document.
General and Public Liability	As per the insurance policy document.
Transport (Marine)	As per the insurance policy document.
Motor Fleet and Mobile Plant	As per the insurance policy document.
Terrorism	As per the insurance policy document.
Cyber Liability	As per the insurance policy document

9	Termination	Written notice period for termination by Employer as contemplated by clause Z11.1 below is at least 90 (ninety) days.
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10	Data for main Option clause
C	Target contract with price list
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than Four (4) weeks .
50.6	The <i>exchange rates</i> are those published in N/A

11	Data for Option W1
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W1.1	The <i>Adjudicator</i> is (Name)	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	) the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	Labour portion to increase in accordance with

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	The proportions used to calculate the Price Adjustment Factor are:	statutory wage increases effective 01 March each year Non-labour portion to increase in accordance with CPI effective contract anniversary each year
X2	Changes in the law	
X2.1	The law of the project is	any law within the Republic of South Africa which applies to the <i>Consultant's</i> providing the Services
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name: The authority of the <i>Employer's Agent</i> is to carry out all the actions of the <i>Employer</i> in this contract with the exception of those required by clauses 51.1, 81.1	

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X17	Low service damages
	The <i>service level table</i> is in
X17.1	Scope of Work
X18	Limitation of liability
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to: The amount of the deductible at contracting date. The deductible is R7.5 million

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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:	direct damage is sustained as a direct proven result of the gross negligence, wilful act or omission to act of the Contractor or its Personnel whilst acting in the ordinary course and scope of their employment and any liability which the Contractor does incur to the Employer under or in connection with this Agreement shall be limited to and shall in no
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	circumstances whatsoever exceed the annual contract value of R8.4 million;
X18.4	The parties agree and the <i>Employer</i> acknowledge that:	
	The amount of the deductible at contracting date. The deductible is R7.5 million	3. the Contractor and/or its Personnel shall not be liable to the Employer in any circumstances or to any extent whatsoever in respect of any loss or damage unless written notice of a claim is received by the Contractor within 30 days of the discovery by the Employer or its Personnel of the loss or damage alleged to give rise to any such claim or within 30 days of the time when the Employer ought reasonably to have discovered such loss or damage, whichever is the earlier;
	The greater of The total of the Prices at the Contract Date.	4. the Services to be rendered by the Contractor to the Employer is in respect of the Employer Premises and the assets of the Employer or the assets of Third Parties held on their behalf by the Employer only and do not extend to any portion of the Employer Premises which are occupied by Third Parties nor to the assets of Third Parties otherwise than as contemplated herein unless specifically agreed to in writing between the Parties;
	1. the function of the Services provided by the Contractor is to minimise the risk of loss, injury, death or damage and the Contractor will use all reasonable endeavours to minimise or prevent loss, injury, death or damage to the Client;	
	2. the Contractor shall be liable to the Employer for loss, injury, death or damage (from whatsoever cause arising and whether delictual or contractual) sustained by the Employer only if such direct loss, injury, death or	

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	5. In the event that the Contractor performs a risk analysis of the business, property and/or Employer Premises and recommends or suggests preventative measures to the Employer to address such risks ("risk analysis") or the Contractor provides a written copy of the risk analysis to the Employer within a reasonable period after finalizing the risk analysis and such recommendations or suggested preventative measures are discussed and agreed to in writing with the employer then neither the Contractor nor its Personnel shall be liable to the Employer or any Third Party for any loss, injury, death or damage, whether direct, indirect, special or consequential and the Employer hereby indemnifies and hold the Contractor and its Personnel harmless in respect of all claims arising out of any such loss, injury, death or damage to the extent that same is attributable to the failure by the Employer after an agreement has been reached, to reasonable address and/or rectify any of the risks identified by the Contractor in the risk analysis.
X19.5	The Contractor submits a Task Order programme to the Service Manager within 24
Z	The additional conditions of contract are Z1 to Z11 always apply.
Z1	Cession delegation and assignment

Z1.1 The Contractor does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer, which consent shall not be unreasonably withheld or denied.

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 and the Electricity Distribution Industry.

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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 substantially 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 Works.
- 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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
- Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.
- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

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Z5 Confidentiality

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 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.

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Z7 Health, safety and the environment: Add to core clause 27.4

Z7.1 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 2003 (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.

Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 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.

Z8.2 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.

Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

Z9.1 Delete from the last sentence in core clause 61.3, "unless the *Service Manager* should have notified the event to the *Contractor* but did not".

Z10 Employer's limitation of liability

Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 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 under the compensation events stated in this contract.

Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet

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Z11 point, after the words "against it":

Z11.1 or had a judicial management order granted against it.

Termination by Employer

The Employer may terminate the Contractor's obligation to provide the services for a reason not stated in this contract by notifying the Contractor.

z12 Supplier Development Localisation and Industrialisation

Objective criteria

The inclusion of objective criteria in an enquiry is not mandatory but a condition for contract award, and if included, this must align with the requirements of the PPPFA [clause 2(1)(f)] and be clearly stated in the enquiry together with the consequence of such objective criteria (i.e., if the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award).

Section 2: Other SDL&I Objectives in line with RDP Goals

1. BBBEE requirements: Tenderers are required at a minimum to maintain their BBBEE status over the contract term and to ensure that they have a valid BBBEE certificate throughout the contract period.		
2. Jobs. Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.		
Type of Jobs to be created	Eskom Min target	Tenderer's proposal
Number of Jobs to be created	30	
Number of Jobs to be retained		
3. Skills development Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from North West province, and their composition shall be representative of the population demographics of South Africa		

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Skill type / Occupation	Eskom target On Accumulating R2M Task order	Proposed Number of Candidates
Grade C; armed response/reaction Firearm competency	1 Skill for every R2 Million accumulated through task order	

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

NOTE 1: An estimated 0.25% of the tender value is expected to be committed on skills development

NB: Eskom reserves the right to verify further using various means, including visits to tenderers' premises at short notice. Tenderer(s) shall be disqualified if found to have misrepresented information submitted

Reporting

The tenderer shall on a quarterly basis or as and when required submit a report to Eskom in accordance with Data Collection Template on their compliance with the SD& L obligations described above.

Eskom shall review the reports submitted by the tenderers within 30 (thirty) days of receipt of the reports and notify the tenderers in writing if their SD&L obligations have not been met.

Upon notification by Eskom that the tenderers have not met their SD&L obligations, the tenderers shall be required to implement corrective measures to meet those SD&L obligations before the commencement of the following quarter.

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ANNEXURE A: INSURANCE PROVIDED BY THE EMPLOYER

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

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self-insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**
http://www.eskom.co.za/live/content.php?Item_ID=9248

C1.2 Contract Data

PART TWO - DATA PROVIDED BY THE CONTRACTOR

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

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3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: Name: Job: Responsibilities: Qualifications: Experience: Name: Job: Responsibilities: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in .
C	Target contract with price list	

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11.2(12)	The <i>price list</i> is in	Offered Rates
11.2(20)	The tendered total of the Prices is	As per Price list attached

PART 2: PRICING DATA

TSC3 Option C

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option C	20
C2.2	The <i>price list</i>	22

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C2.1 Pricing assumptions: Option C

THE CONDITIONS OF CONTRACT

How work is priced and assessed for payment

Clause 11 in the core and Option C clauses of the NEC3 Term Service Contract, June 2005 (TSC3) state:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(18) The Price for Services Provided to Date is the Defined Cost which the <i>Contractor</i> has paid plus the Fee.
		(20) 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.

Payments are made at Defined Cost plus Fee (See core clauses 11.2(5), 11.2(6) and 11.2(8)). At the dates stated in the Contract Data, the *Supply Manager* calculates the *Contractor's* share in terms of clause 53. If the *Contractor* has been paid more than the equivalent Prices in the Price List for the same work he pays the *Employer* a portion of the over-run (the pain) but if he has been paid less than the equivalent Prices in the Price List he is paid a portion of the under-run (the gain). The Prices in the Price List 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

In this Option the Price List is used as a means of arriving at a target price. Clause 54.1 in Option C 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.

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 related to items of service priced in the *price list*.

Preparing the price list

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

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2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices, in this case the target.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices (and hence to the target) is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* 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.

5 The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 73 of 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.

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C2.2 the price list

Negotiated rates with Contractor

Supplier	North West	
	Rates per months	

Supplier's offer

No	Item	Quantity	Rate/month	Monthly Total	Grand Total (36 months)
1	Armoured carrier	2			
2	Tactical Response	18			
3	Videofied alarm system	30			
4	Accommodation	18			
5	Meals	18			
6	Running cost (armoured)	7440			
7	Bullet proof vests (No cost)	18			
	Total				

ESKOM HOLDINGS SOC LTD

CONTRACT NO.

CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

PART 3: SCOPE OF WORK

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

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

C3: Scope of Work and Service Level Agreement (Tactical and specialised security services)

Eskom is a Public entity, and the activities related to the physical protection of its assets and workforce is required to comply with the following legislation and Regulatory requirements:

- Occupational Health and Safety Act, 1993 (Act 85 of 1993)
- Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- Labour Relations Act, 1995 (Act 66 of 1995)
- Basic Conditions of Employment Act, 1998 (Act 75 of 1997)
- Employment Equity Act, 1998 (Act 55 of 1998)
- Fire-arms Control Act, 2000 (Act 60 of 2000) and regulations
- 32-727 Eskom SHEQ Policy
- Act No. 93 of 1996 National Road Traffic Act, 1996
- Act No. 101 of 1998 National Veld and Forest Fire Act, 1998
- Act No. 107 of 1998 National Environmental Management Act, 1998
- Act No. 2 of 2000 Promotion of Access to Information Act, 2000
- Control of access to public premises and vehicles Act 53 of 1985
- MISS(Minimum information Security Standards)
- MPSS(Minimum Physical Security Standards)

This document serves as service level agreement and shall form part of the contract.

The conditions of the NEC3 Contract will be used and shall be managed by means of a monthly task instruction.

C3.1. Purpose of the scope of work and service level agreement

The purpose of this document is to describe formally the agreement and requirements for the level of services to be provided between the contracted security service provider and the Eskom Business Representatives (i.e.

Operating Unit's Managers and/or their supporting staff members). It seeks to clarify the roles and responsibilities of each party, defines mutual dependencies, provides a framework for common understanding between the parties and describes how non-performing/ non-conforming relationships will be managed.

This SLA will ensure a defined framework and mechanism to provide efficient, high quality services to the business as it ensures a common understanding of the scope and level of service to be provided by both parties. This agreement is contingent upon each party understanding and fulfilling their roles & responsibilities and establishing an environment and relationships which are conducive to the achievement and maintenance of the targeted service levels.

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The following key areas are included in the SLA:

- SLA Guiding Principles
- Roles and Responsibilities
- Service Requirements and Capabilities
- Service Level Performance, Monitoring and Escalation
- Agreement Period, Review and Renewal of SLA

Definitions

Definition	Explanation
Operating Unit	Any defined unit within the Eskom environment, operating as a business. In the context of this document and in terms of health and safety, any reference to an Operating Unit includes a defined unit within any Eskom division and its subsidiaries.
Head of Security	Any appropriately qualified person who is employed to perform Security related activities as their primary job role and job function.
Service provider	Xxxx shall be referred to as the service provider

Abbreviations

Abbreviation	Explanation
GS	Group Security
SLA	Service Level Agreement
SHEQS	Safety, Health, Environmental, Quality & Security
OHS	Occupational Health and Safety
OU	Operating Unit(s)
SC	Security Company
TSO	Tactical Security Officer

C3.2. Roles and Responsibilities

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Both parties to the contract will be responsible for the agreement, implementation and review of the scope of work and SLA. A copy of this document shall be kept on record on Hyperwave by the end user and the Contract Manager shall safely store the original. The distribution of this document will be controlled and recorded.

C3.3. Process for Monitoring

The scope of work and SLA is issued and agreed under the authority of Security Division and the Divisions and/or Operating Unit Business representatives, who will take joint ownership for the implementation and monitoring of this SLA. The Service Level Monitoring and Escalation processes are described in the contents of the SLA.

C3.4. Service level agreement

C.3.4.1. The parties to this Service Level Agreement (SLA) hereby agree to the following:

The information shared above suggests the following:

- Line Management is responsible and accountable for executing SHEQ Policy and Security Management System requirements
- As a result there will be reliance on the Line Management of the Division and/or, Operating Unit to source resources to do servicing in terms of day-to-day operational activities. Persons appointed to fulfil this servicing role should have the necessary competencies (knowledge, skills, experience etc.) to deliver on their required roles and responsibilities.
- The SLA requires a clear definition of roles and responsibilities between that of the Contracted service provider and the respective Divisional and/or Operating Unit Business Representatives.

C3.4.2. Service Requirements and Capabilities

Divisional and/or Operating Unit Line management must ensure that an appropriate structure with sufficient resources (i.e. skilled and competent manpower, budget, tools, equipment etc.) is established and maintained in order to ensure effective delivery of Security requirements. The physical security is a critical element of the security component and an essential element of the systems approach to security.

C3.4.3. The tactical and specialised security functions are related to the following interdependent elements:

- Protecting assets;
- Monitoring and detecting unauthorised activity; and
- Responding effectively to breaches in the security system

C3.4.4. The basic duties comprise of:

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- Physical guarding
- Protection
- Escorting
- Patrols (vehicles & foot)
- Inspections
- Monitoring (including off-site)
- Restraining and
- Reporting

The specialised function is also supported by electro mechanical and automated systems. The services required from a service provider as well as the type (armed), quality and quantity of guards are determined by Eskom by use of the Site Threat and Risk Assessment and security plan.

In Eskom, the current operating model for security entails the use of proprietary (in-house) guards as well as service providers; therefore, the following categories of guards are required and are site specific:

Tactical and specialised security requirements

The Supplier shall furnish the site on a continuous 24-hour 7 Days a week basis with fully trained male and female uniformed PSIRA Graded and registered tactical security officers with the required skills and competencies. The duties of the contracted officers shall be those specified in the contract and job descriptions as provided by the end user (Eskom).

Working time/ Shifts

Shifts to be covered are

Morning shift: 06:00 – 18:00

Night shift: 18:00 – 06:00

The contracted guards assigned to ESKOM shall conform to the; PSIRA Act, Firearm Control Act, OHS Act, and ESKOM procedures, training standards, competencies, rules, regulations and shall perform duties as may be mutually agreed upon in writing from time to time by the supplier and ESKOM.

C.3.5. Tactical and Specialised Security Services

A specialised tactical security services, entail armed proactive and reactive security in the most challenging urban and rural areas. Before deployment, the service provider is expected to conduct undercover operations, intelligence gathering and TRA of the macro and micro environment where the services will be rendered. A suitable security solution or strategy shall be communicated to Eskom Security Department for consideration and approval. This is executed by the use of specialised intelligence networking, forensic investigations and the deployment of armoured people carriers and crew. The personnel recruited for this type of deployment should be equipped with tactical and special weapons training over and above the normal PSIRA grade B required training.

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Hard skin vehicles equipped with dash cam, tracking devices, and emergency and tactical equipment should be utilised and when necessary be supported by air wing operations, drones and mobile control rooms. The control room monitoring the specialised activities shall be operational 24-hours daily including Saturdays, Sundays and public holidays.

C3.5.1. Specialised security personnel (Skills & competencies)

Minimum PSIRA grade B accredited with specialised tactical training from accredited training provider.

The security personnel providing specialised tactical services in hostile and extremely volatile areas must possess the following competencies:

- Urban Survival and Rural Survival training.
- Advance movement techniques
- Advance scaling techniques
- Firearm and advanced weapon skills
- Cover and concealment
- Shooting techniques
- Target identification
- Ambush and counter ambush
- Map reading & GPS
- Advance penetration techniques
- Use of distraction devices
- SAPS competency certificate to possess firearm/s
- Advance equipment
 - night-vision camera
 - Fully armoured vehicle
 - video-camera and recording devices fitted to armed reaction vehicles
- A mobile operational centre which is linked to 24-hour control centre

The fundamental purpose and function of personnel performing the armed response/ specialised security function is to ensure the protection of people, information, assets, processes, systems in Eskom. The job outputs shall be aligned to the Eskom approved job descriptions and work instructions.

C3.5.2. Armoured vehicle/carrier specification

TECHNICAL SPECIFICATION	
Level of protection	+B6 (capable to stop rifle ammunition)
Capacity (Seating)	+8 persons
Ballistic protection (+B6)	12.5mm
Land mine protection	2 x TM57 (14kg TNT) under any wheel,

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	1 x TM57 (7kg TNT) under hull
Transparent Armor (GLASS):	Level CEN B6 ballistic protection: 40mm thickness, installed into all window areas
	Anti-spall shield protecting against shattering glass
	Multiple impact protection (three shot)
	Finest optical quality with minimal distortion
	All wheels (including spare) should fitted with a certified run-flat insert, designed to protect the vehicle during and after an attack,
Run-flat Tire System:	The Run-flat TSI system should be designed to resist tire attack and enables the vehicle to continue its journey until the passengers and contents are safely away from the scene of attack, certified for a minimum of 50 KM's
Batteries:	All batteries, main and support should be protected within specially armoured boxes within the engine compartment area providing additional safeguard against projectiles and splinters
	Both armoured boxes can be easily removed in quick time for routine maintenance or removal without the requirement of tools
Fuel tank:	Fuel tank should be completely armoured according to the specifications with level CEN B6.
	Armoured steel will help protect fuel tank against the effects of explosive device projectiles being detonated underneath the vehicle such as certain types of IED's with, the equivalent blast effect of x2 DM51 hand grenades

C3.5.3. Intelligence surveillance systems

Specifications

VIDEOFIED OUTDOOR MOTIONVIEWER DCV

SYSTEM CAPABILITY & FEATURES:

- Wireless alarm system;
- Video cameras;
- Passive infrared detectors (PIRs)

REQUIREMENT:

- When the PIR is triggered an alarm should go on and at the same time the PIR should also generates a 10 seconds video clip which should be send to the contractor's control room for viewing;
- The monitoring operators can watch the video of the intrusion in real time, eliminating false alarms;

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- When there is indeed an intrusion, the operator can dispatch the specialised armed response; and
- Eskom may require contractor to take over existing systems installed at various substations or purchase and install new system.

C3.6. Supplier Expectations

In addition to contract requirements the following is also applicable:

C3.6.1. The Supplier must:

- Be registered with the Registrar of companies, SARS, COID and PSIRA;
- Be a well - established company and in existence for at least 2 years;
Have access to licensed firearms (where applicable);
- Have access to a PSIRA and SASSETA registered training facility;
- Be able to supply, sustain and manage a sufficient number of Tactical Security Officers to satisfy the requirements of the contract;
- Tactical Security officer must be firearm competent in possession of SAPS firearm competency;
- Firearm competency certificates and PSIRA identification cards must be carried whilst on duty at an Eskom site;

C3.6.2. The service provider shall, supply ESKOM with the following:

- A detailed operational plan to be implemented by the service provider to deliver the scope of work;
- A detailed monthly report specifying kilometers travelled per month per personnel armoured carrier;
- Detailed list of firearms and ammunition required for the job and appropriate magazines and holsters;
- List of all operational equipment as required and/ stipulated by Eskom;
- List of responsible individuals for the control and registry of service provider firearms during shift handovers;
- Fitness test/ medical fitness and PSIRA certificates for each employee;
- Detailed plan to supply additional personnel in case of emergencies and special projects at ESKOM;
- Detailed strike management plan and a list of manpower to counter shortfalls during labour actions;
- Firearm competence certificates as stipulated by Eskom;
- The Service provider shall provide tactical security officers who have the necessary qualification, skill and expertise and have passed appropriate training courses approved by the PSIRA and other accredited training providers. It is the inherent responsibility of the Supplier to ensure that the entire tactical security officer's registration certificates are currently valid;
- The Service provider shall ensure that the tactical security officers are neatly attired in full uniform at all times and they must be provided with the equipment necessary for the efficient performance of their duties and responsibilities, to ensure the highest level of SERVICE to be rendered at any given time;
- The Service provider will ensure that the tactical security officers are registered, trained and qualified at the grade required by ESKOM;

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- The Service provider must comply with all relevant legislation: Acts, Provincial; Ordinances or by-laws and Private Security Industry Regulatory Authority requirements

C3.7. Duties to be performed

All Eskom Policies, procedures, directives, SOP and work instructions as applicable to the specific site/area must be complied with in the performance of services to Eskom however the following is also applicable:

C3.7.1. Patrols (foot and vehicle)

Patrol routes and times will vary according to site requirements however the following is applicable:

- Patrols must be recorded in the OB and if suitable security technology; Purpose of patrol must be clear (areas of importance);
- Determine equipment required;
- Check strategic points against patrol report;
- Report and record irregularities, report and record all deviations;
- Secure scenes of crime and/or incidents;
- Respond to alarms on perimeter fence and report;
- Monitor the movement of suspicious vehicles/people and report

C3.7.2. Armed response, escorts and monitoring services

The tactical security officers performing armed response and armed patrols 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 (*The Body Armour must meet the specifications as stipulated in the Eskom Standard for Ballistic Resistance of Body Armour*), the armoured vehicle as well as have all equipment required to do the work or to respond to all alarm activations and intrusions.

For the provision of armed response services by trained and competent security officers, the following is required:

- The premises from which the responding officers operate must comply with local municipal regulations regarding the operation of such business and proof of this must be available and supplied to Eskom at the start of the contract;
- 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;
- A satellite base is a premise where armoured vehicles park out of service, or changeovers take place. Changeovers must be in accordance with the Firearms Control Act.

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C3.7.3. Crime prevention patrols and armed response

- Execution of crime prevention patrols of critical network infrastructure and hotspot areas including any other specified Eskom sites within the boundaries of the Operating Unit;
- Visiting and patrolling of Eskom sites at irregular intervals and not in a specific sequence, to detect the presence of unauthorized person, suspicious activities or occurrences that may endanger personnel or critical network infrastructure;
- Prevention of unauthorized removal of Eskom assets from Eskom sites and network infrastructure;
- Perform armed response activities to substations, Eskom offices, and network infrastructure and hotspot areas in the assigned area of operation;
Provide escort duties to Eskom employees and contractors while working in hotspot areas, extremely volatile situations and as required by Eskom;
- The patrol teams will be expected to report for duty at a specified Eskom site before commencement with patrol activities unless agreed to with the responsible supervisor for utilization of a different reporting site. Eskom reserves the right to change the reporting base within the boundaries of the allocated geographical area;
- The Eskom Security project manager or his/her delegate reserves the right to re-direct crime prevention activities in his/her area of responsibility.
- No deviations from the operational plan without the authorization of the Eskom Security project manager or his/her delegate will be permitted.
- Eskom reserves the right to assess the competency levels of the armed guards and to order for the removal of incompetent guards and request replacement of such controllers;
- The Security Service providers' duties are not limited to the above, but shall include any other legal security activities that Eskom may introduce in order to enhance security in the Operating unit, in line with the security services outlined here above and such activities shall be communicated to the Service provider in writing;
- Response time will be determined by the distance from the departure point, but will not be more than 15 minutes.

C3.7.4. Additional requirements for Tactical security officers (TSO)

- All Officers (TSO) must be PSIRA registered (grade B) and have successfully passed the required PSIRA grading courses as is required by Eskom. All TSOs are required to read, write and speak English. All Tactical 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. Up to date criminal background checks results shall be provided to Eskom security for all Tactical security officers working on the Eskom contract within 30 days of starting the contract. Eskom shall require criminal checks to be done on all TSOs.
- All supervisors and Tactical security officers provided by the service providers must have received appropriate PSIRA and SASSETA training including weapons handling, radio communications, armed response capability training. The service providers will provide refresher training during the year .e.g. Reg.

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21 training 2 x times per year. All personnel of the service providers, including those that may have been subcontracted, must have received training, prior to deployment, on Eskom site instructions and work procedures. The service providers shall be required to provide certification and results sheet prior to deployment for each individual employee. The service providers 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 Eskom security designated representative upon request.

- The Eskom designated representative has the authority to monitor, evaluate and audit all training delivered to the service providers. The supervisors will arrange for weekly training on actions to be taken by the personnel of the service providers in the event of incident, designed around scenario based situations. TSOs must be professional, friendly and helpful in the performance of their duties at all times. The TSO must provide proof that he/she is authorized by PSIRA to practice as an armed response officer for special events, etc.
- The TSO must display proof of identity on his person whilst on duty or while in uniform. The ID should be in form of a tag or laminated plastic card and should display the following:-
 - Name
 - Photograph
 - Company name and telephone number
 - PSIRA registration number (personal)
 - Cards expiry date
 - I.D Number
 - Blood Group
 - Allergies
- The TSO must wear the company uniform while on duty together with clear indication by means of a badge or suitable insignia.
- The TSO must be issued with a level 3 bullet proof vest (as stipulated in the Eskom Standard for Ballistic Resistance of Body Armour EST 32-1133) to be worn at all times while on duty.
- All response officers responding to the alarm activations must respond with armoured vehicles that clearly display the company logos. No responses to Eskom sites will be conducted by the service provider utilizing unmark vehicles. The officers must at all times be in possession of a copy of their PSIRA registration, current firearm permit and an updated firearm competency certificate. The officers must present a neat and presentable image at all times. In addition, all response officers must;
- Undergo a security screening and the results made available to Eskom security prior to the deployment for the Eskom contract. The TSO deployed to the Eskom contract must Sign a declaration of secrecy prior to deployment to the Eskom contract.
- Not sleeping on duty / report for duty under the influence of intoxicating substances / perform security functions under the influence of intoxicating substances and leave Eskom site without authorization from the control room.

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- The TSOs must have functional radio communication to the control Centre (fixed unit in the vehicle and mobile), torches 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. The armed response service providers 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 service providers must ensure back up communication aids is readily available.
- All officers must be declared fit for duty, and the fitness and medical certificates must be handed to the Eskom security manager prior to deployment.
- All officers must be equipped with first aid kits for any emergencies, as well as cell phones (must be a company contract cell phone with either an open line or programed to all emergency numbers specified by Eskom) to use when required (call other members or law enforcement agencies or emergency units for back up).
- A minimum of 8 TSO (not lower than a grade B and trained in specialised armed response duties) must respond to all alarm activations at all times.
- When the response officers exit the site, they must remember that they are not on duty for Eskom anymore and Eskom cannot be held liable for any incidents, injuries or theft that may take place once the officers leave the Eskom site.
- Conduct a thorough shift handover at each shift change ensuring that information and instructions are passed on to the next supervisor and a detailed inventory is conducted of all weapons, ammunition, radios, keys and other equipment provided

C3.7.5. Armed escorting for Eskom Specific duties (Ad hoc)

Ad hoc Services (consisting of an armed driver, armed crew members and an armoured vehicle/carrier) shall be required for escorting services on an “as and when” required basis.

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

- Updated competency certificates with strict adherence to the Firearms Control Act. The tactical security officers performing these armed escorting and protection duties shall be armed and comply with the current Firearm Control Act, 2000 (Act 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 not be lower than a “B” grade registered officer.
- Valid firearm permits issued by the authorized firearm control officer for TSP, Firearm Control Act, 2000 (Act No. 60 of 2000);
- Accredited valid training certificates with results (Regulation 21), Firearm Control Act, 2000 (Act No. 60 of 2000);
- Valid South African driver's license (EB);
- PPE and safety shoes;

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- Eskom standard Level 3 bullet-proof vests (32 – 1133), handcuffs, batons, spotlight, torches with spare batteries, pocket books and pens, head protection;
- A road worthy armoured carrier suited for the terrain where Eskom employees will be travelling to. The vehicle must be equipped with a first aid kit and fire extinguisher;
- A valid fuel card for repairs, fuel and toll-fees;
- Updated service record for the firearms and adequate ammunition;
- Cellular contracted phones with emergency numbers programmed to the phone (SAPS, Ambulance) or any other sustainable means of communication;

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;

- 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;
- 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;
- 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;
- All armed escort vehicles shall be equipped with a local global positioning system or Satellite Surveillance or any other system that would assist them;
- The armed security officers are to travel in their own armoured vehicle and provide protection to the Eskom employee/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;
- Vehicle contingency plan: TSP shall have contingency plans in place to react immediately to any emergency request.

➤ Vehicle breakdowns ➤

Vehicle accidents

C3.7.6. Security Breaches and Incidents

A security breach means the negligent or intentional transgression or failure to comply with physical security measures.

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Examples but not limited thereto- fence tampering/ penetration, unauthorised access, discharge of a firearm, activation of alarm, non-compliance to security systems and systems technology, tampering with systems, accidents, injuries, damage to equipment, non-compliance with rules, procedures and directives, nonconforming behaviour;

- Respond without delay
- Report without delay (OB.....)
- Alert authorities/ Eskom management

C3.7.7. Shift Relief/ Hand over Procedure

A formal Shift relief handover will be done daily as prescribed below:

- A tactical team shall not leave the post of duty unless the relieving team has arrived;
- In the event that no tactical team is required for the next shift, the tactical team will not leave the post of duty until the delegated Eskom employee or security supervisor has arrived and is satisfied that all is in order;
- The tactical team taking over must satisfy themselves that all is in order before accepting full responsibility. They must check that any equipment, torches, two-way radios, telephones, firearms, etc. are on hand and in operational order. They must also ensure that all required registers are up to date and on hand. Should there be any keys on hand, these must also be checked. The tactical team taking over duty must make an appropriate entry in the OB thereby verifying that all is in order at shift take-over. Any shortcomings must be reported to the security supervisor and ESKOM MANAGER/ SUPERVISOR. It must also be recorded in the OB;
- On sites where tactical team perform patrol duties, the tactical team going off duty and the one reporting for duty will do one patrol together to ensure that all is in order before duty is handed over.
- The tactical team going off duty must stay and witness the tactical team taking over. They must make an entry in the OB stating their names and that they have handed over duty and full responsibilities to the new team, stating their names. They must also state that everything is in order and all equipment used is operational; and
- The new tactical team must make an OB entry confirming that duty and responsibility have been taken over. They must also confirm that everything is in order and all equipment is on hand and operational

C3.7.8. Communication Strategy

Communication and associated equipment to be provided by the SERVICE PROVIDER are as follows:

- Where the two-way radios are utilised as a means of communication, these radios must be provided. The number of radios required will be determined by the operational requirements and number of tactical security officers on each shift. Battery chargers must also be provided to ensure that at no time the radios

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are inoperable due to flat batteries. Such radios must be able to communicate with Service provider's control room 24hr where necessary.

C3.7.9. Response to fire

- When tactical Security Officers are on duty and a fire is detected, they must immediately inform the nearest Fire station and other emergency services. The TSO must inform the Site Supervisor (or appointed delegate), Eskom Manager/Supervisor and the Service Provider's control room must also be informed. The incident must be recorded in detail in the OB. All tactical security officers must be competent and have completed a basic level one fire-fighting course;
If it appears to be an extinguishable fire, then the TSO must first attempt to extinguish it before calling the Eskom Manager/ Supervisor;
A full detailed report is to be provided to the Eskom manager/ Supervisor within 12 hours of the incident;
- It is imperative that the local emergency numbers are available and kept up to date in all armoured carrier utilised at Eskom sites

C3.7.10. Response to emergencies

An "emergency" is any incident or actions that require the evacuation of a site/ affected area

- Assist in emergency situations as instructed by the Supervisor/ Manager as per site specific emergency plans;
- Assist in executing the evacuation procedures as applicable to the site;
- Ensure that all persons, employees, information and assets are protected;
- Appropriate training in safety evacuation and emergency procedures; and
- Emergency contact nos. will be made available by Supervisor/ SM, can be found in Control room....security personnel must familiarise themselves....

C3.8. General

- The service provider must be a legally constituted entity allowed to render security services;
- The service provider must be registered with the Security Industry Regulatory Authority (PSIRA);
- All personnel employed by the service provider must be registered with PSIRA and carry proof of registration when on duty;
- The service provider must have a valid licence for all firearms in use;
- All tactical security officers' wages/salaries must be in accordance with the Sectoral determination 6 applicable;
- The service provider must operate a properly equipped Control Room 24 hours per day;
- All communication between the control room and the armoured vehicles must be properly recorded in a log, stating e.g. the time, what was communicated and action taken based on the nature of the communication;

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- In the event of a security incident taking place, the SSO on duty must report the incident to the control room immediately, and properly record the incident in the occurrence book;
- The control room must notify the Eskom security representative and Site Owner of any security incident immediately;
- Every armoured vehicle must have 24-hour communication with the service provider's Control Room, either by radio or cellular phone supplied by the service provider;
- Supervisory staff of the service provider must react to any security incident within a maximum of 2 hours of the incident being reported to their control room. A preliminary report to be supplied to the Eskom Manager/ Supervisor within 24 hours of the incident. Final detailed reports with the investigation file to be supplied to the Eskom Manager/ Supervisor within seven (7) days. If the investigation is still in progress then a written update report to be supplied to the Eskom Manager/ Supervisor every seven (7) days thereafter until final report is supplied;
- The service provider must have a standard security uniform and all SSO on duty must be neatly dressed in such uniform. The uniform must include a raincoat and warm jacket to enable guards to remain operational under adverse weather conditions;
- Guards on duty must be provided with batons, Torches and handcuffs;
- A Work Instruction per site must be formulated by the Security Services representative, the security service provider and the Eskom Site Owner;
- TSO must be trained and fully conversant with the Work Instruction for the area where they are posted/operating;
- Every vehicle must be equipped with an Occurrence Book. All activities performed must be properly recorded in the occurrence book by the SSO on duty. The OB's must remain neat and tidy at all times;
- No accommodation for SSOs will be provided on an Eskom site. This is the responsibility of the service provider, except at sites in remote areas where a mutually acceptable agreement may be reached with the Eskom site owner, and recorded;
- The service provider's supervisory/managerial staff must attend monthly Eskom Safety and contracts meetings;
- SSO must comply with the Occupational Health and Safety Act .They must be briefed on and adhere to Eskom's Safety Standards and Procedures

C3.9. Equipment to be supplied by the service provider

- All uniforms - Uniform must reflect company logo and PSIRA ID card;
- Uniform issue must include baton, handcuffs, pen, pocket book and a flashlight;
- Personal protective equipment (PPE) must include bullet proof jacket / vest;
- Rain gear;
- Hand held radios (base radios)/ Cell phones as specified by Eskom.

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Unless stipulated otherwise the service provider shall provide suitable means of communication to enable the TSO to communicate with the police, fire brigade and other emergency services. Under no circumstances will the service provider's or their personnel be allowed to use the telephones on the site for personal calls. The service provider will be responsible for any personal calls made by its staff and the costs incurred as a result thereof will be paid by the service provider to Eskom.

C3.10. Equipment to be supplied by Eskom

- Any additional PPE required as per Eskom standards will be provided by Eskom;
- Eskom reserves the right to contract an external assessor to assess firearm and physical training capabilities;
Eskom's property supplied to the service provider for the execution of their duties remains the property of Eskom and will at any time be available for inspection by an Eskom representative. Any such property in the possession of the service provider on completion of the agreement will be returned to Eskom in the same workable condition that it was handed to the service provider; and
- The service provider will be responsible at all times for any loss of or damage to Eskom property in his possession, and if required the service provider will furnish such security for the payment of any such loss or damage as Eskom may require.

C3.11. Responsibilities of the site representative

The assigned person is responsible for, but not limited to:

- Company liaison on site dealing with all aspects of the contract;
- Ensure that shift complement is motivated;
- Ensure that the shift times are adhered to, including appropriate shift hand over time;
- Ensure that all personnel are fully equipped;
- Attend to company human resources problems.
- Address operational grievances with Eskom supervisors;
- Ensure that safe and reliable home-work-home transport is available for all shifts;
- Liaise with Eskom supervisors to schedule staff for on-job training;
- Address complaints raised by Security Management within 12 hours;
- Daily interfaces with Security Management with respect to operational contractual issues as well as service provider staff performance;
- Attend contract safety forums. The site representative, or designated person, should act as Safety Representative for the company;
- To inspect shifts during shift parades and submit a shift list to the Eskom Supervisor including the PSIRA registration number of all staff on duty.

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C3.12. Categories of labour required

- Only South African citizens with a valid South African ID will be appointed;
- No work permits will be allowed for non - South African;
- Physical and mentally fit for the job;
- At least 2 years' experience in the specialised security environment

Physical fitness evaluation reports to be submitted to Eskom every 12 months at the cost of the Security Services provider

C3.13. Task instruction process

- A task order has to be issued by the Security Manager or person delegated by the security manager for each assignment;
- The task instruction must include the following; a detailed scope/description of the guarding services required – to be performed by the service provider (deliverables), including take-over, completion dates;
- Any specific requirements related to the quality standards for the services required;
- Any constraints relevant to the services;
- Any specific criteria related to the suitability of sub-contractors and or suppliers to provide the service and/or reports;
- Service only to commence after official approval by the Eskom Representative (Contracts /Owner)/ after the issuing of a detailed task order;
- Service Provider to inform the Contract Owner by submitting immediately an early warning of any material deviation from the amount and/or time constraints submitted in the task order. Approval to be obtained from Contract Owner and Manager Physical Security Services for any early warning changes before the investigation can continue;
- Task Instruction and Employers Instruction to be included in NEC contract as samples.

C3.14. Time sheets

- Daily time sheets to specify hours worked per shift per SSO;
- Time sheets for each shift based on actual time spent to be completed and to be signed off by the shift supervisor (Service Provider) on a daily basis; and
- Time sheets approved by the assigned project manager (contractor) or person delegated by the project manager shall be made available to Eskom security manager upon request.

C3.15. Occupational Health and Safety requirements

The supplier shall provide the following:

- A baseline risk assessment;

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- Appointment and Competencies;
- Acknowledgement of Eskom's rules & requirements;
- Health and Safety Plan;
- Valid Letter of Good Standing;
- Medical fitness certificate x 1 or Medical surveillance programme SHE policy

C3.16. Annual rates

Annual rates (as publicised in the Government Gazette) would not increase automatically but be approved by the Eskom and accepted by the Service provider in writing.

C3.17. Service Level Monitoring and Escalation

Service level monitoring is required to ensure that both parties (Security Business Advisors as well as responsible Group, Divisional and/or Operating Unit Business Representatives) deliver on the roles and responsibilities as stipulated in this SLA. This requires:

- Regular effective and efficient engagement and communication;
- Comprehensive measurement and monitoring of Security performance;
- Providing credible and reliable information to each other;
- Including the SLA's requirements, roles and responsibilities in the relevant performance contracts at individual, team and functional levels, of Sustainability Systems as well as responsible Group, Divisional and/or Operating Unit Business representatives;
- Checking on a regular basis, personally or through completion of customer satisfaction surveys or assessments, as to whether the service levels in this agreement are being maintained to the customer's satisfaction;
- Initiating an escalation after the required service levels/support has not been received i.e.
 - Service levels/support has been consistently violated.
 - Service levels/support has not been violated, but the circumstances require quicker response than previously anticipated or business needs and requirements have changed.
 - Poor customer service from the Sustainability Systems' Security Business Advisor; respective Group, Divisional and/or Operating Unit Business Representative and/or related third parties.

Should the Supplier or responsible Manager wish to escalate an issue, the process to be followed is specified according to the following levels:

Escalation level	Authority
First level	Responsible Manager
Second level	Responsible General Manager/Senior Manager
Third level	Responsible Group/Divisional Executive

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The relevant Group or Divisional Executive or Procurement Committee, as applicable will be the final escalation level and will seek to arbitrate to resolve successfully in all instances. 0

C3.18. Management meetings

The intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the service, it is probably beneficial for the Service Manager to hold a Monthly risk register meeting. This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings. The following text could be used as a model for this section:

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor and _____</i>

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.

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C3.19. Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager*, 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 Service Manager

and include on each invoice the following information:

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

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

C3.20. Agreement period, review and renewal of SLA

- This agreement is an addendum to the Eskom standard contract. It is subject to the review, agreement & approval of the Roles and Responsibilities by both parties to the contract;
- This SLA will be effective for the contracted periods and on the date that this document is signed. The SLA will be reviewed when business conditions require a review; and
- In case of a dispute on the SLA requirements, the escalation process as documented above must be followed.

C3.21. Acceptance

This document has been seen and accepted by:

Title	Name	Date and Signature
Supplier/ delegated Representative:		
Eskom representative:		

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Effective Date:		

C3.22. SUPPLIER CODE OF CONDUCT

CONTRACTED SECURITY SERVICE PROVIDERS

C3.22.1. Standard of conduct

Security in Eskom forms an integral part in supporting the core business. It is therefore the primary responsibility of the service provider to ensure that each security officer assigned under this agreement shall comply and provide quality and professional service as stipulated in the procedures and regulations.

As part of their duties, the security officers furnished under this agreement will have access to areas which are restricted to the specific areas of responsibilities e.g. employees, visitors, contractors and customers. It is required of the service provider to ensure that its officers comply with all regulations, policies and procedures governing the set areas.

PROJECT AND CONTRACT TITLE: The Provision of Guarding Services – Grade C Security Officers for Eskom Residential Properties, various Eskom Offices in Mpumalanga and various Power Station.

C3.22**.2. Standard of performance**

The SERVICE PROVIDER shall comply with the following:

- No security officer or supervisor will be assigned, reassigned or transferred within or away from the site prior notifying ESKOM Security Manager for the specific site, where the service are rendered;
- All staffing will comply with the Eskom requirements;
- Ensure that all assigned personnel pass comprehensive pre-employment background/reference check;
- Ensure that all its officers (confirmed for employment at Eskom sites) shall report for all shifts 15 minutes before the aforementioned hour as to facilitate a smooth shift change over;
- Ensure that its employees do not contravene the legislative prescripts. If the service provider fails to comply or take the necessary measures to ensure that its officers comply with the legislative prescripts, ESKOM shall reserve the right to implement penalties;
- Provide ESKOM, seven days prior to commencement of its employee with a letter or affidavit on each of its security officers certifying that the individual has met all the hiring and training requirements as stipulated in PSIRA Act and ESKOM training standard (available on request);
- Further, the service provider shall submit certified copies of the following for each of its personnel:
 - South African Police Services record check
 - Grade B PSIRA certificate for all Specialised security officers
 - Grade B PSIRA certificate for the directors of the company
 - Matric certificate or any other school qualifications
 - Other security related qualifications
 - Valid driver's license code 08
 - Identity document
 - Original letter from a doctor confirming that the employee is healthy and can be subjected to physical and firearm assessments.
 - Firearm competencies issued by SAPS
- Ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for ESKOM to inspect and tests without prior notice. The inspections will be conducted in such manner so as not to interfere with the ability of the service provider to perform its obligations.
- If ESKOM determine as a result of these inspection that the services, equipment, documents or materials is not kept satisfactorily, ESKOM shall inform the service provider in writing. ESKOM shall reserve the right to require the service provider to take immediate action to bring such matters into compliance and/or impose penalties in accordance with a schedule as mutually agreed upon between service provider and ESKOM prior to initiation of the contract.

PROJECT AND CONTRACT TITLE: The Provision of Guarding Services – Grade C Security Officers for Eskom Residential Properties, various Eskom Offices in Mpumalanga and various Power Station.

C3.22

.2. Pre-assigning phase

ESKOM shall provide the service provider with all relevant training standard and job descriptions on awarding of the contract and shall conduct an Induction assessment of each officer presented by the service provider to be assigned to ESKOM.

ESKOM further reserves the right to confirm or refuse deployment of any officer who does not meet ESKOM pre-assigning minimum requirements.

The SERVICE PROVIDER shall ensure ESKOM that its officers prior to assignment to ESKOM comply with the following:

- Ability to read and write English equivalent to the high school certification;
- Ability to handle and fire a pistol and rifle both day and night – if and when required;
- Ability to pass physical assessments;
- Ability to demonstrate psychological stability under variety of conditions as illustrated by the ESKOM approved assessment tool consistent with the national standards;
- Pass the pre – screening process as per ESKOM access control procedures, conducted by PSIRA;
- Receive all courses as required by law, i.e. job specific training pre -specified in ESKOM procedures;
- ESKOM reserve the right to conduct criminal background checks, polygraph examination and photograph all assigned personnel.

C3.22.3. Assigning phase

ESKOM shall subject all service provider personnel to probation Phase (90 days) before confirming them as area security officers.

C3.22.4. Skills/competencies for the contractor's officers

It is the primary responsibility of the service provider to ensure that each officer supplied as per this agreement provide security as defined by the employer for the assets, personnel and property. Additional to the primary responsibility the supplier shall ensure that each assigned officer complies with the following duties and responsibilities:

C3.22.5. Penalties

ESKOM shall impose penalties in terms of the following:

- Non-compliance to ESKOM specific legislative requirements, as per schedule attached;
- Non provision of the full complement;
- Non -compliance to the acceptable turnover rate; and
- Non -performance of duties and negligence by guard

PROJECT AND CONTRACT TITLE: The Provision of Guarding Services – Grade C Security Officers for Eskom Residential Properties, various Eskom Offices in Mpumalanga and various Power Station.

C3.22**.6. Staffing and associated penalties****Overfills**

Overfills occur when the service provider supplies too many individuals, or individuals for longer periods than required, or at a higher level than defined by the schedule mutually agreed upon during the term of the contract. ESKOM will only pay for the services requested as per the Task Instruction.

Short fills

Short fills occur when the service provider supplies unqualified personnel. ESKOM reserves the right to refuse service providers personnel whom deem not to be qualified. No payment will be due to the service provider when there is a shortage of personnel.

Shortfalls

Shortfalls occur when the required services are not supplied at any post on the work site. ESKOM will only pay for time actually worked. If a security officer arrives late for work or leaves early for any reason, the period of absence will not be paid unless the service provider fills the vacancies so created. Moreover, the absence of a security officer at a designated post without a replacement constitutes a shortfall for a portion of the shift.

Double postings

Whenever it becomes necessary to assign or reassign an individual to a post for the first time, the service provider shall arrange, at its expense, to have the new individual “double bank” with an experienced employee for at least a period of two (2) days before having the inexperienced individual take over any post on his or her own. The service provider will bear the associated expense for the double postings.

Turnover

Turnover is the number of security personnel hired to replace those leaving or dropped from the service provider’s workforce. The turnover rate will be expressed in terms of actual number of hired replacements. Turnover will be calculated on an annual basis and a turnover rate in excess of the established rate will be considered unacceptable and may lead to penalties being imposed against the company. The acceptable turnover rate is thirty percent (30%) or less of total number of personnel assigned to ESKOM.

Length of daily assignment

No security person will be allowed to work more than 12 consecutive hours. Only ESKOM can declare an emergency and authorise the service provider to hold their security personnel beyond the 12-hour requirement.

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

Nor shall any security officer report for duty with less than 12 hours rest from having worked a previous shift, unless such reporting is necessitated by an emergency.

C3.23. Subcontracting and assignments

The contract shall not be assigned or subcontracted in whole or in part, by the service provider without prior approval from ESKOM. Any attempted assignment or subcontracting hereunder without the prior written consent of ESKOM shall be void.

C3.24. Schedule of Deficiencies and Penalties

Item	Deficiency	1 st offence	2 nd offence	3 rd offence	Comments
1	Guards not posted on duty as agreed, i.e. short posting	50% of shift payment for Supervisors One shift payment deducted Written notification of non performance or non-conformance to the signed contract	Double shift payment for all grades <i>Eskom Security Manager must call for a meeting with the security contractor owners.</i>	Termination of contract agreement	Depending on the severity of the case, a contract may be terminated even if it is a first offence. Apart from any warnings or fines, the SC must rectify the deficiency within one hour of notification.
2	Guards intoxicated or under the influence of liquor / drugs	SC must replace security guard Guard(s) shift cost	Replacing guard + written notification of non- compliance <i>Eskom Security Manager must call for a meeting with the security contractor owners.</i>	Service provider must remove the guard and replace him / her (that guard must never be used on an Eskom site again) + letter of non-performance.	If this practice continues, the contract must be terminated.
3	Refusal to comply with lawful instructions	SC must remove the security guard immediately and replace him / her within two hours	SC must remove the security guard immediately and replace him / her within two hours. A non-performance letter must be issued to the company. <i>Eskom Security Manager must call for a meeting with the</i>	Service provider must remove the guard and replace him / her (that guard must never be used on an Eskom site again).	If this practice continues, the contract must be terminated.

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

			<i>security contractor owners.</i>		
4	Sleeping on duty /deserting	Sleeping on duty –removing the guard from	Contractor must remove the guard from the site.	Service provider must remove the guard and replace	If this practice continues, the

	the post /negligence in the performance of his /her duties/eating at post/reading newspaper at post	the site and deduction of shift payment. Deserting post – deduction of shift Neglecting duties – guards must be warned	Shift payment deducted + letter of non-performance <i>Eskom Security Manager must call for a meeting with the security contractor owners.</i>	him / her (that guard must never be used on an Eskom site again)	contract must be terminated.
5	Guard late for duty	Verbal or written warning to the company	One shift payment deducted. Guard must be replaced	Contractor must remove the guard and replace him / her (that guard must never be used on an Eskom site again) <i>Eskom Manager must call for a meeting with the security contractor owners.</i>	If this practice continues, the contract must be terminated.
6	Invalid / illegal firearm permits	Written warning to the guard or company No payment for the lacking / defective item(s)	Written warning about defective / lacking item(s) + non-performance letter to the company	Final warning – Manager calls the SC owner and hands him the letter (7 days' notice to rectify the situation)	If this practice continues, the contract must be terminated.
7	Guard(s) unable to carry out duties effectively (not trained to work on this site)	SC must replace the security guard(s) immediately.	Final written warning SC must replace security guard(s) No payment	<i>Eskom Security Manager must call for a meeting with security contractor owners.</i> Contract agreement must be terminated.	Apart from any warnings or fines, the SC must rectify the deficiency within one hour of notification

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

8	Loss of any Eskom equipment or tools	Investigation must be conducted by Eskom Security and the security service provider	Depending on the severity of this case, final written warning or termination of the contract.	<i>Eskom Security Manager must call for a meeting with the security contractor owners. Contract agreement must be terminated.</i>	When there is a loss, at any time, the service provider will be liable for payment of the loss
9	Posting security officers without the knowledge of the client	50% of shift payment	Full shift payment	<i>Eskom Security Manager must call for a meeting with the security contractor owners. Contract agreement must be terminated for repeat offences</i>	If this practice continues, the contract must be terminated.
10	Failure to relieve security officers at end of tour of duty	50% of shift payment	Full shift payment	<i>Eskom Security Manager must call for a meeting with the security contractor owners.</i>	If this practice continues, the contract must be terminated.
				Contract agreement must be terminated	

Security officers not provided with standard equipment or without the standard equipment being clean and in working order, the following penalties shall apply and shall be deducted by Eskom from the amounts owing to the service provider

Part(s) of uniform	R 1000 per shift, per security official
Identity card	R 200 per shift, per security official
Flashlight and batteries	R 200 per shift, per security official
Battery pack	R 200 per shift, per security official
Base radio	R 1000 per shift, per site

NB. All non-performance letters must be handed to the security company owner(s) in the presence of the I Security Manager. The service provider must acknowledge receipt of the letter and the security company must indicate in writing when it will be able to rectify the non- performance(s). The contract non- performance procedure must be followed at all times.

C3.25. Acceptance:

This document has been seen and accepted by:

Title	Name	Date and Signature
Supplier/ delegated Representative:		

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

Eskom representative:		
Effective Date:		

HEALTH AND SAFETY, THE ENVIRONMENT AND QUALITY ASSURANCE

People

Minimum requirements of people employed

As and when required by the Security Manager and the OU requirement.

B-BBEE and SD&L Requirements

As per the SD&L requirements provided to Contractor. The SD&L requirements is attached to the contract.

WORKING ON THE AFFECTED AREA

ESKOM PROPERTIES, SUBSTATION AND VARIOUS ESKOM OFFICES IN NWOU.

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

Eskom will provide a once off Access Card for all the Supplier's employees and lost thereof will be for Supplier's own costs.

People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on sites. It is very important that the *Contractor* keeps records of his people working on the Affected Areas. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

Records of Contractor's Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

Equipment provided by the Employer

Site services and facilities

Provided by the *Employer*

1. Official working hours are as per basic condition of employment Act and the Private Security Industry Sectorial Determination. Further the employees work two shifts of day shift and night shift for seven

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

days a week. All working hours by service provider are monitored by Eskom Supervisors to ensure compliance with legislation. Eskom has access to these records as required.

2. The service provider is integrated into Eskom SHEQ management system. First Aid facilities including evacuation procedure i.e. all SHEQ facilities are available and accessible to the supplier in terms of Eskom SHEQ policy. The supplier is required to submit his SHE file to the Eskom Properties SHEQ manager for approval.
3. Environmental controls are as per Eskom policy on environmental management.
4. Service Provider is expected to co-operate with permanent staff as well as Eskom management. Eskom customers are also key stakeholders in the relationship. Therefore service provider is expected to adhere to all Eskom management controls in as far the stake-holders relationship is concerned. This includes adhering to Eskom values.
5. Eskom provides all standard resources to ensure that provider is able to provide services as expected by Eskom in terms of the existing contract.
6. Service provider will take care of the following :
 - Transport.

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

Title	Date or revision	Tick if publicly available
OCCUPATIONAL HEALTH AND SAFETY STANDARD FOR CONTRACTORS AND SUBCONTRACTORS WORKING FOR ESKOM	DISPVABF3	
PROCEDURE FOR REFUSAL TO WORK ON GROUNDS OF HEALTH AND SAFETY	SCSPVABP6 REV 0	
CONTRACTOR HEALTH AND SAFETY PLAN – TO BE COMPLETED AND SUBMITTED AT TENDER STAGE		
CONSTRUCTION, SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT IN ESKOM	EPC 32-136 REV0	
ACKNOWLEDGEMENT OF OCCUPATIONAL HEALTH AND SAFETY STANDARD FOR CONTRACTORS AND SUBCONTRACTORS WORKING FOR ESKOM		
GOVERNMENT OCCUPATIONAL HEALTH AND SAFETY ACT – CONSTRUCTION REGULATIONS	PUBLICLY AVAILABLE	
TRAINING, TESTING AND AUTHORIZATION OF PERSONS FOR THE OPERATION AND MAINTENANCE OF THE POWER SYSTEM	SCSPVABN2	
THE TRAINING LOGBOOKS FOR AUTHORIZATION OF PERSONS FOR HIGH-VOLTAGE	SCSMAAE5 REV 1	
PROCEDURE TO FOLLOW WHEN THE INTEGRITY OF EARTH CONTINUITY CONDUCTORS CONNECTING APPARATUS TO THE EARTH MAT IS SUSPECT	SCSPVABFO REV 0	
IDENTIFYING, ANALYSING, DOCUMENTING AND OBSERVING DANGEROUS / HAZARDOUS TASKS	SCSPVACKO REV 0	
REPORTING, RECORDING AND INVESTIGATION OF INCIDENTS	ESKPVABN9 REV 1	
PROCEDURE FOR BARRICADING	SCSPVABF4 REV 0	
STANDARD FOR THE CONTROL AND APPLICATIONS OF MASTER LOCKS AND ISSUE OF MASTER KEY	SCSASAAU1 REV 0	
ROUTINE INSPECTIONS OF ELECTRICAL EQUIPMENT	SCSASABA8 REV 0	
CLEARING AND MAINTENANCE OF SERVITUDE ROUTES TRAINING, TESTING AND AUTHORIZATION OF PERSONS FOR THE OPERATION AND MAINTENANCE OF THE POWER SYSTEM	SCSPVABN2 REV 0	
STANDARD APPLICABLE TO CONTRACTORS WORKING IN CLOSE PROXIMITY TO LIVE APPARATUS	SCSASAAW8 REV 1	
PROCEDURE FOR THE IDENTIFICATION OF RISK PRIOR TO THE COMMENCEMENT OF WORK	SCSPVABB2 REV 1	
STANDARD FOR THE USE OF EQUIPOTENTIAL EARTH FOOTPLATES	SCSASAAU5 REV 0	
MV AND LV POLE IDENTIFICATION	SCSASABZ5	
ACCESS TO FARMS	DGL_34-190	
BUSINESS CONDUCT POLICY AND GUIDELINES	ESKPBAAN4 REV1	
LOCAL STANDARD FOR THE OPERATING OF HIGH CUTTER / CHAIN SAW	NETOM7 REV 0	
RELEVANT STANDARDS AS LISTED IN THE DOCUMENT CALLED THE DESIGN DOCUMENT		
PROCEDURE FOR THE REPORTING, INVESTIGATION, COSTING AND FOLLOW UP ON INCIDENTS / ACCIDENTS	DPC -34-350	
ENVIRONMENTAL LIAISON COMMITTEE (ELC) PERFORMANCE INDICATOR REPORTING PROCESS	EPC -32 -249	

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

SAFETY ,HEALTH AND ENVIRONMENTAL POLICY	EPL 32-94	
EMP GUIDELINE	EPC 32-248	
WASTE MANAGEMENT PROCEDURE	EPC 32-245	
PROCEDURE FOR CLEARING VEGETATION AND MAINTENANCE WITHIN OVERHEAD POWERLINES	EPC 32-247	
HERBICIDES MANAGEMENT	ESKPBAAD4	
ESKOM STANDARD ON THE SAFE USE OF PESTICIDES AND HERBICIDES	ESKASAAL0	
RECOMMENDED HERBICIDES	DISTIZAB4	

QUALITY ASSESSMENT CHECKLIST TO BE CONDUCTED ON THE LISTED ITEMS, ON PER "WORKS ORDER".


HEALTH AND SAFETY REPRESENTATIVE APPOINTMENT (SECTION 17)
AUTHORIZED SECTION 16(2) ASSIGNEE D SECTION 16 (2) ASSIGNEE: I HAVE BEEN ASSIGNED BY AN AUTHORIZED 16(2) WITH THE DUTY OF ENSURING COMPLIANCE WITH THE OHS ACT WITHIN MY AREA OF RESPONSIBILITY. I HEREBY ASSIGN YOU TO ASSIST ME IN THE PERFORMANCE OF MY DUTIES IN TERMS OF SECTION 17.
ASSIGNMENT I, (AUTHORIZED 16(2)) _____ DO HEREBY DESIGNATE _____ TO ASSIST ME IN THE PERFORMANCE OF MY DUTIES IN THE FOLLOWING AREA(S): _____ _____

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

DESIGNATED FUNCTIONS AND AUTHORITY

AS THE HEALTH AND SAFETY REPRESENTATIVE FOR YOUR AREA OF DESIGNATION, YOUR FUNCTIONS MAY INCLUDE, BUT SHALL NOT BE LIMITED TO:

- * REVIEWING THE EFFECTIVENESS OF THE HEALTH AND SAFETY MEASURES WITHIN YOUR AREA OF DESIGNATION.
- * ASSESSING THE POTENTIAL HAZARDS TO THE HEALTH AND SAFETY OF THE EMPLOYEES WITHIN YOUR AREA OF DESIGNATION.
- * INVESTIGATING THE CAUSES OF INCIDENTS WITHIN YOUR AREA OF DESIGNATION, AND ALL COMPLAINTS FROM THE EMPLOYEES WITHIN YOUR AREA OF DESIGNATION, RELATING TO THEIR HEALTH AND SAFETY. * INSPECTING THE WORKPLACE AND REPORT ON SUCH INSPECTION, AND THE ASPECTS MENTIONED IN (A), (B) AND (C) ABOVE, TO THE EMPLOYER.
- * PARTICIPATING IN THE INVESTIGATIONS INTO INCIDENTS, WITHIN YOUR AREA OF DESIGNATION, AS CONTEMPLATED IN SECTION 18.
- * YOU SHALL SERVE ON THE RELEVANT HEALTH AND SAFETY COMMITTEE. SECTION 19 (2) (A)

AUTHORIZED (16)2 SIGNATURE

DATE

ACCEPTANCE OF DESIGNATION

I, _____ DO HEREBY ACCEPT THE ABOVE ASSIGNED DUTIES AND ACKNOWLEDGE THAT I UNDERSTAND THE REQUIREMENTS OF THIS DESIGNATION.

THE APPOINTMENT IS WITH EFFECT FROM _____ UNTIL _____

_____ SECTION 17(1) SIGNATURE	_____ DATE	_____ DESIGNATED
----------------------------------	---------------	---------------------

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

(FLASH REPORT)**Model Eskom Employee Incident Notification Form**

Urgent flash report to be GroupWised to Regional Risk Manager (to be reported before the end of shift or day)

REGION:..... DEPARTMENT:

UNIT/SECTION:

EXACT LOCATION OF INCIDENT:

MANAGER/SUPERVISOR:

TELEPHONE NUMBER: CODE: NO:

FAX NUMBER: CODE: NO:

DATE OF INCIDENT:..... TIME OF INCIDENT:

INJURY TYPE:

FATAL ☐ DISABLING ☐ MEDICAL ☐ FIRST AID ☐ OCCUPATIONAL
INJURY CASE DISEASE

INCIDENT TYPE:

ELECTRICAL ☐ VEHICLE ☐ ENVIRONMENTAL ☐ FIRE/EXPLOSION ☐
CONTACT INCIDENT INCIDENT INCIDENT

BRIEF DESCRIPTION OF INCIDENT:

.....

.....

FULL NAMES OF INJURED/DECEASED PERSONS:

1 3

2 4

FULL NAME(S) OF THE DRIVER(S):

(Eskom) (Third party)

MOTOR VEHICLE(S) REGISTRATION NUMBER(S):

(Eskom)..... (Third party).....

WITNESSES

1. 3

SUBSTANCE ABUSE TEST RESULTS

☐
Po

☐N

REPORTED BY: TEL NO: DATE:

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

Model Public Incident Notification Form

Urgent flash report to be GroupWised to Regional Risk Manager (to be reported before the end of shift or day)

REGION: AREA/FARM/TOWN

UNIT/SECTION:

S.A CITIZEN ☐ PREVIOUS TBVC ☐ FOREIGNER ☐ PREVIOUS MUNIC ☐ CONTRACTOR ☐

DATE OF INCIDENT: TIME OF INCIDENT:

INJURY TYPE:

ELECTRICAL CONTACT FATALITY ☐ INJURY ☐ NO INJURY ☐ ANIMALS INJURED/KILLED ☐
VEHICLE & NON CONTACT FATALITY ☐

INCIDENT TYPE:

ELECTRICAL CONTACT ☐ VEHICLE & NON ELECTRICAL CONTACT ☐ DAMAGE ☐ NO DAMAGE ☐

ESKOM VOLTAGE INVOLVED KV

NETWORK:

INCIDENT CAUSED BY / TYPE OF INCIDENT:

- | | |
|--------------------------|---|
| ☐ | Low hanging conductor/conductor on ground. Climbing of structures/poles |
| ☐ | Unlawful entry/vandalism |
| ☐ | Illegal connection |
| ☐ | Telkom line into Eskom line |
| ☐ | Staywire live/loose |
| ☐ | Irrigation pipe into line |
| ☐ | Fire |
| ☐ | External contractor incident/sub-contractors |
| ☐ | Other (describe) |
| ☐ | |
| ☐ | |

- | | |
|--------------------------|---|
| ☐ | Tipper truck/cherry picker/borehole machine/crane into line |
| ☐ | Stacking/piling/building under or near line |
| ☐ | Aircraft/parachutist/helicopter/hanglider into line |
| ☐ | Tree onto line/object into line |
| ☐ | Conductor/cable theft |
| ☐ | Vehicle collision Eskom apparatus |
| ☐ | Eskom motor vehicle accident |
| ☐ | Eskom construction holes |
| ☐ | |
| ☐ | |

FULL NAME(S) OF INJURED/DECEASED

PERSON(S):1 FULL NAME(S) OF THE DRIVER(S):

(Eskom)..... (Third party).....

MOTOR VEHICLE(S) REGISTRATION NUMBER(S):

(Eskom)..... (Third party)..... WITNESSES

1.....2.....

3

DESCRIPTION OF INCIDENT:

.....
.....

REPORTED BY: **D**

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

- Task Order

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

Task Order No. _____ service _____

To:.....
..... (Contractor)

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

Description

Starting date

Completion Date

Delay damages per week

Please submit your price and programme proposals below.

Signed: _____ Date _____

(for Employer)

Total of Prices for items of work on the Price List
(details attached)

R. _____

Total of Prices for items of work not on the Price List
(details attached).

R. _____

Total of the Prices for this Task Order R _____

The programme for the Task is

..... [ref] (attached)

Signed: _____ Date _____

(for Contractor)

PROJECT AND CONTRACT TITLE: The Provision of Tactical Security Services which include tactical response, installations and monitoring of detection systems at high-risk sites within Eskom Gemma Cluster in the North West for a period of 36 months (three years).

I accept the above price and programme and instruct you to carry out the Task

Signed:

Date:

(for *Employer*)