



NEC3 Term Service Contract (TSC3)

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

and

**for THE PROVISION OF SECURITY GUARDS, ARMED
RESPONSE AND SPECIALISED TACTICAL
RESPONSE IN THE FREE STATE OPERATING UNIT
(CENTRAL EAST CLUSTER) VARIOUS SITES OVER
A PERIOD OF 36 MONTHS.**

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CONTRACT No.

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 SECURITY SERVICES IN FREE STATE PROVINCE DISTRIBUTION SITES IN AREAS OVER A PERIOD OF 36 MONTHS.**

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	Rate based Contract
	The offered total of the amount due inclusive of VAT is ¹	Rate based Contract
	(In words) Rate based 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

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

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

Name & signature of witness _____


Date _____

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:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2 Changes in the law
		X4: Parent company guarantee
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	

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

10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	
	Address	120 Henry Street Bloemfontein,9301
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Free State Province Distribution Sites Areas
11.2(13)	The <i>service</i> is	The Provision of Security Services in Free State Province Distribution sites in areas over a period of 36 months
11.2(14)	The following matters will be included in the Risk Register	Refer to the Risk Assessment document attached.
		 risk%20assessment.docx
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	To Be Announced
30.1	The <i>service period</i> is	36 Months

4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 Calendar days.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	

9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	2 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
	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	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	

X1.1	The <i>base date</i> for indices is a month prior to contract award. The proportions used to calculate the Price Adjustment Factor are:	proportion SEIFSA 100%	linked to index for SEIFSA Table C-3	Index prepared by
X2	Changes in the law	As per the terms and conditions of the NEC3 Term Service Contract April 2013³ (TSC3).		
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in			
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the Insurance Policy Format.		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles 		

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for 'which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order.
Z	The additional conditions of contract are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor*’s direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor*’s direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*’s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*’s VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer’s limitation of liability

- Z9.1 The *Employer*’s liability to the *Contractor* for the *Contractor*’s indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor*’s entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer*’s liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

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

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

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

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

Z12 Insurance

Z12.1 Replace core clause 83 with the following:

Insurance cover 83

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

INSURANCE TABLE A

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

Z12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

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

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

1.2 Contract Data

Part two - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	CV's (and further key person's data including CVs) are in

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

C1.3 Forms of Securities

Pro forma for Bonds & Guarantees

Not Applicable.

PART 2: PRICING DATA
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

3. Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

4. Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively, the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Please refer to the BOQ's for 5 sectors namely:

Kroonstad Sector
 Welkom Sector 1
 Welkom Sector 2
 Bloemfontein Sector
 Bethlehem Sector

FREESTATE		
Description	Unit of Measure	Rates
Security Officer – Grade C (Unarmed) day shift	Per guard	R
Security Officer – Grade C (Unarmed) night shift	Per guard	R
Supervisor – Grade B (Unarmed) day shift	Per guard	R
Supervisor – Grade B (Unarmed) night shift	Per guard	R
Panic button	Once off	R
Mobile Guardhouse	per month	R
Ablution Facility	per month	R
Vehicle 4x2	Fixed km Rates	R

CATEGORY C					
C	CATEGORY C - Ad-hoc Specialised Security Services / Tactical Response Services on an “as and when” required basis or for a specific period				
Item	Description	Unit of measure	Quantity	Rate	Amount
1	Grade B Supervisor	Per Month	1		
1.1	Grade B Supervisor (call-out)	Per Shift	1		
2	Grade C TRT Officer	Per Month	1		
2.1	Grade C TRT Officer (call-out)	Per Shift	1		
3	Armoured Vehicle	Per Shift	1		
4	Minibus / Combi (Min. of 13-seater)	Per Shift	1		
5	Call-out Armoured Vehicle	Per kilometer	1		
6	Call-out Minibus / Combi (Min. of 13-seater)	Per kilometer	1		
Total					

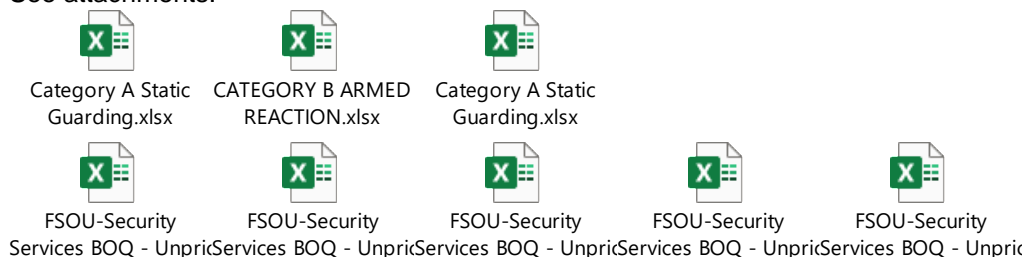
SECTION B					
Item	Description	Unit of measure	Quantity	Rate	Amount
3.1	Water (2 x 5 Litres per site)	Per Day	1		
3.2	Water (2 x 5 Litres per site)	Per Month	1		
Total					

Notes to the Price List

1. The above rates exclude VAT.
2. The rates offered will remain fixed and firm for the first 12 months of the contract period.
3. Escalation on the security guards may be applied for by the Contractor, in writing, on the anniversary of the contract based on the %increase stipulated by PSIRA.
4. The escalation will only be applicable from the date of approval.
5. The escalation will apply on another related items using CPI indices.

NB: The Service Information listed below relates to the site allocations as per all sectors included in the BOQ's and needs to be taken into consideration by the *Contractor* when pricing all rates.

See attachments:



Document reference	Title	No of pages
	This Cover Page	23
C3.1	<i>Employer's Service Information</i>	24
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: Employer's service Information

1 Description of the service

1.1 Executive overview

Eskom Distribution Free State Operating Unit (FSOU) is experiencing an increase in theft, violent crimes and protests on regular basis. This scope of work is to try to find fit for purpose human resource in the form of securities services in various categories that are outlined in all categories. The function is to secure the Eskom Distribution FSOU infrastructure. Due to the remoteness of FSOU installation and its infrastructure, violent crimes, violent incidents security facilities should be able to meet the expectations of the technical evaluations of the entire security services that will be rendered to Distribution FSOU. The functional control room facilities forms the integral part of entire evaluation that is not limited to, uniform, security resources fit for purpose as per the various category will be most appropriate for the security approach and should be able to guide the security in all the circumstance the security might face.

Scope

1. The scope of work is applicable to external security service providers intending to or rendering a security service to Eskom, Distribution Free State Operating unit herein referred to as Eskom.
2. The proposed contract(s) will be valid for a period of 36 months.
3. The Security service provider herein referred to as the contractor, is expected to disclose any pending investigations by any organ of the state; particularly Department of labour, South African Police Service (SAPS) and Private Security Industry regulator (PSIRA) against the company, its owner(s) and/or Directors.
4. Contractor must have at least 2 years' experience in Security services industry.
5. Security department and the contractor shall not deviate from the terms and conditions of the contract without proper modification and ratification by Eskom Procurement Tender Committee each time beforehand.
6. The contractor is expected to do environment scanning within which security services are to be rendered in order to identify potential risks as well as develop risk mitigation strategies to address the identified risks. The implementation of such strategies shall be done in consultation with Eskom.
7. The contractor's control room must be in the province, if not the company must provide one as a condition to award within 30 days if acceptance.

1.2 Employer's requirements for the service

Category A - 24/7 unarmed physical/ static guarding

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

- c) Patrolling of sites at regular intervals and not in a predictable sequence to detect the presence of unauthorized persons, suspicious activities or occurrences that may endanger people and assets.
- d) Static guarding sites must be equipped with a panic button and a guard monitoring system (clocking points) linked to the contractor's control room.
- e) Prevent crime incidents against Eskom personnel, contractors, visitors and assets at the sites where security services are being rendered.
- f) Ensure compliance to Eskom Standards, Policies, and Standard operating procedures and work instructions.
- g) Ad-hoc security services maybe required from time to time for a specified duration. The department will follow the task order process since it will be as and when assignments.
- h) The contractors must normalise the performance of daily site risk assessment, briefing and debriefing of officers at the beginning and the end of every shift

Grade C Unarmed officers

- Valid PSIRA Grade C certificate
- Valid PSIRA Card
- Grade 10
- Criminal Clearance certificate
- Basic Firefighting Training Certificate
- First aid level one Training Certificate
- Annual Medical surveillance certificate

Knowledge (Skills):

- Literate - read and write English
- Enhanced observation skills
- Communication - clear and concise
- Pro-active situational assessment

Attributes:

- Mature disposition
- Assertive - without being aggressive
- Calm - not easily panicked
- Self motivated
- Observant
- High integrity
- Good general behaviour
- Disciplined
- Reliable
- Punctual

Category B - 24/7 armed reaction officers escorting, and or armed static guarding security officers monitoring services which includes:

- (a) Execution of crime prevention patrols of critical network infrastructure and hotspot areas including any other specified Eskom sites within the boundaries of the Free State Operating unit (FSOU) and the Grid.
- (b) Visiting and patrolling of identified hotspot areas in FSOU sites in a systematic manner and in accordance with the information received from the intelligence network, to detect the presence of unauthorized person(s), suspicious activities or occurrences that may endanger personnel or critical network infrastructure.
- (c) Prevention of unauthorised removal of Eskom asset from FSOU sites and network infrastructure.
- (d) Perform armed response activities to substations, FSOU, and network infrastructure and hotspot areas in the assigned area of operation.
- (e) Provide escort duties to Eskom employees, contractors while working in hotspot areas and effect arrests in response to any criminal activities as required by Eskom and the law of the republic.
- (f) The patrol teams will be expected to report for duty at a specified Eskom place before commencement with patrol activities. **Eskom reserves the right to change the reporting base within the boundaries of the allocated geographical area.**
- (g) Where armed guard is deployed, it must comply with the specifications for Category A (static guarding).
- (h) The Eskom security service manager or his/her delegate reserves the right to re-direct crime prevention activities in his/her area of responsibility.
- (i) All officers must be equipped with a panic button and a guard monitoring system linked to the contractor's control room
- (j) The contractors must normalise the performance of daily site risk assessment, briefing and debriefing of officers at the beginning and the end of every shift
- (k) No deviations from the operational plan without the authorization of the Eskom security service manager or his/her delegate will be permitted.
- (l) The Security Service providers' duties are not limited to the above, but shall include any other legal security activities that FSOU may introduce in order to enhance security in the Operating unit and Grid, in line with the security services outlined here above and such activities shall be communicated to the Service provider in writing.

Grade C Armed Reaction officers

- Grade C
- Armed reaction training certificate
- SAPS Firearm competency
- PSIRA registered as armed response officers
- Grade 10
- Criminal Clearance certificate
- Basic Firefighting Training Certificate
- First aid level one Training Certificate
- National Driver's License for armed reaction officers and Advance driving training (Certificate)

Supervisor armed/unarmed

- Grade B
- Grade 12
- Firearm training competency
- SAPS Competency

- Criminal Clearance certificate
- Basic Firefighting training Certificate
- First aid level one training Certificate
- National Driver's License and Advance driving training (Certificate)

Knowledge (Skills):

- Literate - read and write English
- Enhanced observation skills
- Communication - clear and concise
- Pro-active situational assessment

Attributes:

- Mature disposition
- Assertive - without being aggressive
- Calm - not easily panicked
- Self-motivated
- Observant
- High integrity
- Good general behaviour
- Disciplined
- Reliable
- Punctual

Category C - Ad-hoc Specialised Security-related services required which may be requested for any period, and at any given time which include:

- Tactical/armed response will be required to intervene when there are escalation of volatile situations affecting Eskom employees, assets and its contractors.
- Armed Escorting of employees to high-risk areas.
- Static Guarding, as and when required at high-risk areas for certain period.
- Dog handlers: Security officers tasked as dog handlers must have been trained at an accredited institution and have appropriate qualification as Dog handlers.
- All officers must be equipped with a panic button and a guard monitoring system linked to the contractor's control room.
- The contractors must normalise the performance of daily site risk assessment, briefing and debriefing of officers at the beginning and the end of every shift.

Minimum C grade accredited with specialized tactical training from accredited training provider.

The security personnel providing specialized 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
- 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's

- night-vision camera
- Fully armoured vehicle
- video-camera and recording devices fitted to armed reaction vehicles
- A mobile operational center which is linked to 24-hour control center

The fundamental purpose and function of personnel performing the armed response/ specialized 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.

CONTRACT REQUIREMENTS

COMPANY

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

SECURITY OFFICERS

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

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

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

USE OF DOGS

- (a) Handler must attend dog handler/patrol dog training at an accredited training institution.
- (b) Handler must be medical fit, love dogs and be non-allergic to dogs.
- (c) Handler must know how to utilise the dog during an intrusion, attack or search of an area for possible perpetrators and to make an arrest.
- (d) The dog must be large e.g. German Shepherd or Rottweiler. Must be naturally aggressive, strong and have an excellent temperament and a sense of smell.
- (e) The dog should have an outgoing and energetic character. The dog must have excellent hearing, be able to detect suspicious sounds before the handler and alert its handler.
- (f) The dog must also have the ability to protect his handler under any circumstances. The dog must therefore detect any intrusion, searched for suspects and assists with arrests.
- (g) The dog must be medically fit and undergone obedience training e.g. sit, lie down, walk, climb over or underneath obstructions, to search for an object (including people) and to release the object.
- (h) The dog must unquestionably obey the handler's commands.
- (i) At static sites dogs must preferably be deployed after hours.
- (j) Handlers and dogs should be attending a refresher course (one day) at least once per year.
- (k) Handlers to ensure that dogs are always on a leech and in the immediate vicinity of the handler, except if there was an intrusion and the dog is ordered to search or to assist with an arrest.

- (l) The environment where dogs released themselves must be cleaned by the handlers on daily basis.
- (m) Danger signs (dog on premise) should be displayed on the premise preferably on the outside perimeter fence.
- (n) The dogs shall be kept at the contractor's premises when not on duty, if dogs are kept on site proper kennels must be provided by the supplier at no costs to Eskom.

SHIFTS

- (a) The security service is required 24 hours a day on a two-shift cycle i.e., 06:00 to 18:00 and 18:00 to 06:00.
- (b) A signed off reviewed list of Security officers deployed in terms of this contract must be provided as and when required by service manager or its delegate
- (c) The contractor is responsible to ensure that every shift complement is satisfied before commencement of the shift.
- (d) Safe handling of firearms during shift changes must be adhered to at all times. The contractor must ensure that a procedure is put in place to that effect.
- (e) Safes must be provided by the contractor for the safekeeping of firearms not in use.
- (f) The Security Officers will be expected to do a pre-job / daily risk assessment and safety talks before commencement of every shift.

UNIFORM

- (a) Wearing of uniform is compulsory and as per PSIRA requirements. Corporate wear shall be worn at Office buildings and combat uniform for field work.
- (b) Uniforms must always be clean and correctly worn. The uniform must be in good condition.
- (c) The winter uniform should include a warm coat, boots, gloves and a beanie (woollen hat).
- (d) Personal protective equipment (PPE) must include safety shoes, raingear and level 3 bullet proof vest.
- (e) **Bullet Proof Vests Level III Special SA MIX** shall be procured, supplied and maintained by the supplier as part of its PPE scope of supply for the services. Bullet proof vests shall be worn as part of uniform by all security officers. Only Eskom shall indicate exclusions to this rule for certain sites or posts as per the site risk assessments; if applicable. **For obvious hygiene and safety reasons, each Security officer must be issued with his/her own bullet proof vest.**

FIREARMS

- (a) Only Eskom approved firearms namely; 9mm pistols, Rifles and Shot guns may be allowed for usage in terms of this contract. **Revolvers are specifically excluded for usage as per this contract.**
- (b) Armed Security officers must have competency certificates for the specific firearm in possession thereof.
- (c) Security Company is responsible for providing firearms, ammunition, firearm safe and registers as per Firearm Act.
- (d) Only company firearms licensed in the security service providers name may be utilised as per this contract.
- (e) The contractor must ensure provision of equipment/facilities for making firearms safe. A procedure to that effect, should also be in place.
- (f) Each armed security officer must be provided with two full (ammunition) magazines

- (l) **The service provider must ensure that Security officer's private firearms are not utilised for their business purposes, in terms of this contract.**

EQUIPMENT

- (a) The contractor must provide Security officers with necessary equipment to adequately perform their duties as per site Standard operating procedures and/or work instructions.
- (b) The contractor must ensure that the status of all equipment is constantly checked, maintained, are always safe for usage and in an operational condition.
- (c) Where Security officers are posted at isolated areas, they must be provided with water, ablution facilities and shelter.
- (d) The following equipment must be supplied unless otherwise stated:
- Two way radios or company Push-to-talk (PTT) must be linked to Security
 - Service provider/ Contractor's control room (Per site);
 - Firearms – as per Site specification;
 - Firearms safe – as per SAPS & SABS specifications;
 - Torches, batteries/chargers (minimum two cells);
 - Spot lights for Crime prevention patrols;
 - Handcuffs;
 - Batons – where firearms are not required
 - Pocket book, black and red pen.

VEHICLES

- (a) The contractor must ensure that vehicles (minimum: 4x2 LDV, engine cap \geq 2L) suitable for all environments (on and off road) are provided where vehicles are required for the provision of the security services.
- (b) All vehicles are to be fitted with a vehicle tracking device and be tracked 24 hours from a control room.
- (c) Movement reports are to be provided to Eskom on weekly basis and as and when required.
- (d) The correct number of vehicles must always be available 24/7. When vehicles are taken for maintenance, a replacement vehicle must be provided at contractors costs.
- (e) All vehicles must start off each shift with a full tank (fuel).
- (f) All vehicles must be registered under the contractors name and be branded with the contractors' company name. In the event of rented vehicles the contractor must provide a valid lease agreement.
- (g) The contractor is expected to comply with Eskom standards, policies and procedures regarding maintenance and usage of vehicles.
- (h) No passengers shall be carried at the back of bakkies not designed to do so and only SABS approved for such purpose.
- (l) Vehicles must be fitted with lockable canopies which must be kept locked at all times whilst in use.

COMMUNICATION

- (a) Communication between security control room and Security officers must be adequate, reliable and sustainable.
- (b) The contractor must provide radio or Push-to-talk (PTT) communication between the deployed officers and Contractor control room. **Cellular phones may only be provided**

as a secondary communication measure

- (c) Radio or PTT communication must be established between deployed Security officers and the contractor control room immediately and without hassles.
- (d) Communication between the Contractor control room and Eskom Control room must be established immediately without delays
- (e) Patrolling Security officers must be in radio/ PTT contact at all times to ensure safety and effective service delivery.
- (f) Communication between Security officers, control room, supervisors, and Eskom representatives must be recorded in an Occurrence book for later reference.
- (g) Security officers must be supplied with clear and precise work instructions and radio/PTT communication procedures to ensure effective communication.
- (h) All Contact lists must be reviewed on a monthly basis, dated, signed and provided at all sites.

SECURITY REGISTERS

- (a) The Security Service provider will be required to provide with the Occurrence books, Visitors and After-hours register.
- (b) Occurrence book to be correctly completed by Security officers and supervisors listing all occurrences and visits on site.
- (c) Visitors register to be completed daily and filed on site for future reference and pages must be numbered.
- (d) Contractor must ensure that quality registers are provided. Register must remain bonded, with no loose pages.
- (e) Accurate records of all occurrences are to be kept for a minimum of 12 months post the occurrence and should be made readily available to Eskom at any time.

INCIDENTS REPORTING AND INVESTIGATION

- (a) All incidents and response to incidents must be handled according to the relevant SOPS and/or work instructions for each site.
- (b) All incidents and response must be immediately reported to the Eskom control room.
- (c) The SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities.
- (d) Weekly status reports are to be supplied by the service provider.
- (e) The contractor is to ensure that all involved personnel are available for relevant court proceedings, incident investigations and assist Eskom and the SAPS in their investigations as and when required.
- (f) All incidents (including incidents in terms of the Occupational Health and Safety Act), should be reported within 24 hours and a preliminary investigation report provided within 24 hours as well as a final Incident investigation report within Seven (7) days.

SAFETY REQUIREMENTS

- (a) Transportation of injured person on vehicles not suitable for the purpose is totally prohibited. The Service Provider is encouraged to make use of the services of the Eskom contracted Emergency service provider, as far as it is practically possible.

- (b) All vehicles utilized to transport staff, must be fitted with SABS approved seatbelts.
- (c) The Service provider is responsible to ensure that the security officers deployed at Ad-hoc sites have access to a shelter, water and sanitation.
- (d) All Security officers should receive a safety induction before they can be deployed on Eskom sites.
- (e) Safety recommendations following an incident shall be implemented by all Security Service providers to prevent further reoccurrences at any of the Eskom site, as per allocated timeframes.
- (f) Open fires, the use of bar heaters and hotplates as heaters at Eskom sites, is totally prohibited.
- (g) Security officers should observe the provisions of the Criminal procedure Act and all relevant legislation regarding the use of minimum force. **Security officers should at all-time use minimum force sufficient to bring the situation under control and such force shall cease as soon as the situation is brought under control. No deliberate assault on suspects will be condoned.**

TASK ORDERS

- (a) No work is to commence before a Task order with an SAP Order number has been supplied to the contractor by Eskom and such Task order is signed by the supplier and returned to Eskom.
- (b) No Task order will be issued until Eskom has been satisfied that all applicable training has been done and all requirements had been met.
- (c) Task order(s) will only be issued once a signed NEC documents have been returned to Eskom.

INSPECTIONS AND SITE VISITS

- (a) Eskom management will carry out random inspections and evaluation visits. Similar visits should be carried out by supplier management from Operation Manager upwards and such visits should be recorder in an OB.
- (b) As part of the above visits, Security officer may be taken off site for practical and theoretical evaluation at a suitable location.
- (c) Eskom reserves the right to visit and conduct inspection of the contractor's control rooms and carry out evaluation at any random time.
- (d) The security contractor must comply fully with all legislation, Eskom policies, standards and procedures.
- (e) The Eskom reserves the right, to order the removal of a Security officer who has been found not to be competent or negligent in his duties.
- (f) Non-conformances are to be issued by Eskom should the Service provider fail to comply with the contract terms.

DOCUMENTATION

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

List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.

- Certified ID copies and PSIRA certificates of all security officers.

- Certified copies of matric/Grade 12 certificates.
- Certified copies of firearm competency certificates of the security officers.
- List of all firearms to be used and certified copies of the licenses.
- Certified copies of all Security officers' firearm competency certificates.
-
- Certified copies of SASSETA training certificates for all armed Security officers.
- Certified copies of the company and Directors PSIRA registrations certificates.
- Criminal check records as proof that the Security officers have not been convicted of any criminal offence.
- Certified copies of Driving license for all drivers.
- Certified copies of Dog handlers training certificates for all handlers.
- A list of all vehicles and maintenance records for vehicles to be used as per this contract.
- A compressive risk assessment and a site risk assessment report for all sites.
- Emergency Preparedness procedure with relevant contact details.
- Equipment list per site.

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

- Wearing of uniform standard.
- Communication procedure.
- Firearm handling procedure.
- Shift changes.
- Response process.
- **Failure by the Security Service provider to provide with the above requirements at the stipulated time period may result in termination of the services and appointment of another service provider.**

AD-HOC AND PROJECTS SERVICES

- The service provider shall ensure that the security officers deployed at ad-hoc sites is having drinkable water, guard house, Ablution facilities and security aids (i.e., panic button, handcuffs, communication means, and clocking points).
- The service provider rendering the services in the area will provide ad-hoc services as and when required, depending on which category of service is required.
- Firearms will be provided as and when required

DRINKING WATER

Where there is **no access to potable water** at a site, the RFP shall request a daily rate quotation from the supplier for the supply of potable water for its security guards. The cost for daily water supply shall be benchmarked against prices in previous. It should be noted that the provision of potable water by Eskom to a site where water is not available is a legal obligation and therefore mandatory.

ABLUTION FACILITY (PORTABLE TOILET)

Where ablution facilities are required at a site, the RFP shall request a quote for the supply and maintenance of the facility as and when required. This requirement is also a legal obligation and mandatory for Eskom to ensure it is provided to the security service provider.

PANIC BUTTON WITH ARMED RESPONSE SERVICES

The cost for the supply of panic button with armed response services by security contractors shall be distinctly provided for in the tender cost schedule. The security services scope shall provide for a detailed description of the panic button with armed response services and shall capture all expectation in terms of the services from the security services provider. Any ambiguity in scope shall be clarified with the tenderers prior to tender submission.

TRANSPORTATION OF SECURITY GUARDS

The PSIRA guidelines provide for the costs associated with the transportation of security to be included in the overhead and profit cost. In this regard, Eskom shall not pay additional costs for the transportation of guards to and from work.

N.B.:

For safety reasons no security guards shall be transported at the back of a bakkie. This requirement shall be spelt out clearly in the scope document.

SCHEDULE OF DEFICIENCY AND PENALTIES

NO.	DEFICIENCY	PENALTY
1	Security officer (SO) or dog not posted on duty as agreed upon. (Short posting)	One shift cost deduction
2	SO intoxicated/ or under the influence of liquor or drugs.	Permanent removal of SO from Eskom contract duties.
3	Refusal by SO to comply with lawful instruction.	Permanent removal of SO from Eskom contract duties.
4	Sleeping on duty.	50% of cost deduction
5	Desertion of post by SO	One shift cost deduction
6	Negligent by SO in the performance of their duties	Permanent removal of SO from Eskom contract duties.
7	SO late for duty (tantamount to short posting)	50% of shift cost deduction
8	SO without a functional torch or spot light	10% deduction of the SO shift rate
9	SO or site without a functional radio or PTT	10% deduction of the total monthly site cost
10	No functional panic button on site only for applicable sites	10% deduction of the total monthly site cost
11	SO not wearing bullet proof vest. Vests worn without plates and wearing of non-level 3 bullet proof vests will be deemed as no bullet proof vest was worn.	50% deduction of the SO shift rate per occurrence
12	SO not armed in one shift	50% deduction of the shift rate
13	Non submission of vehicle tracking reports	Non payments of the total services (i.e. the cost for the SOs, vehicle and dog)
14	Non submission of site inspections reports by Crime prevention and response team.	Non payments of the total services (i.e. the cost for the SOs, vehicle and dog)
15	Late reporting of patrol teams at designated reporting site.	50% of total shift cost deduction (i.e. the cost for the SOs, vehicle and dog)
16	SO not wearing proper uniform items or uniform is worn out.	50% shift cost deduction
17	SO not armed in one shift	50% deduction of the shift rate
18	SO not wearing proper uniform items or uniform is worn out.	One shift cost deduction
19	SO not in possession of a baton or hand-cuffs	10% deduction of the SO shift rate
20	Unavailability of patrol teams on call out.	Total shift cost deduction (i.e. the cost for the SOs, vehicle and dog)
21	Failure to install guard monitoring System (Clocking Points)	50% deduction of the SO shift rate per occurrence

SUPPLIER CODE OF CONDUCT CONTRACTED SECURITY CONTRACTORS

STANDARD OF CONDUCT

It is therefore the primary responsibility of the *Contractor* 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 *Contractor* to ensure that its officers comply with all regulations, policies and procedures and governing the set areas.

STANDARD OF PERFORMANCE

The *CONTRACTOR* shall comply with the following:

- a) No security officer or supervisor will be assigned, reassigned or transferred within or away from the site prior notifying the *Employer* for the specific site, where the services are rendered.
- b) All staffing will comply with the Eskom requirements.
- c) Ensure that all assigned personnel pass comprehensive pre-employment background/reference check.
- d) 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.
- e) Ensure that its employees do not contravene the legislative prescripts. If the *Contractor* fails to comply or take the necessary measures to ensure that its officers comply with the legislative prescripts, *Employer* shall reserve the right to implement penalties.
- f) Provide the *Employer*, 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).
- g) Further, the Contractor shall submit certified copies of the following for each of its personnel applicable to the site:
 - i. South African Police Services record check
 - ii. Grade A , B & C PSIRA certificate for all guards
 - iii. Armed Response Training
 - iv. Grade B PSIRA certificate for the directors of the company
 - v. Grade 12
 - vi. Other security related qualifications
 - vii. Valid driver's license code 08
 - viii. Identity document
 - ix. Occupational Health Practitioner Medical Fitness report confirming that the employee is healthy and can be subjected to physical and firearm assessments.
 - x. Firearm competencies issued by SAPS
- h) 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 *Employer* 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 *Contractor* to perform its obligations.
- i) If it is determined as a result of these inspection that the services, equipment, documents or materials is not kept satisfactorily, the *Employer* shall inform the *Contractor* in writing. The *Employer* shall reserve the right to require the *Contractor* to take immediate action to bring such

matters into compliance and/or impose penalties in accordance with a schedule as mutually agreed upon between *Contractor* and *Employer* prior to initiation of the contract.

INDUCTION ON SITE

Employer shall provide the *Contractor* with all relevant training standard and job descriptions and shall conduct an Induction assessment of each officer presented by the *Contractor*.

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

The *CONTRACTOR* shall ensure its officers comply with the following:

- a) Ability to read and write English equivalent to the high school certification.
- b) Ability to handle and fire a pistol and rifle both day and night – if and when required.
- c) Ability to pass physical assessments.
- d) Pass the pre – screening process as per access control procedures, conducted by PSIRA.
- e) Receive all courses as required by law, i.e. job specific training
- f) *Employer* reserve the right to conduct criminal background checks, polygraph examination and photograph all assigned personnel.

PENALTIES

The Employer shall impose penalties in terms of the following:

- a) Non-compliance to specific legislative requirements, as per schedule attached.
- b) Non provision of the full compliment.
- c) Non -compliance to the acceptable turnover rate.
- d) Non -performance of duties and negligence by guard
- e) Criminal conduct

STAFFING AND ASSOCIATED PENALTIES

1. OVERFILLS

Overfills occur when the *Contractor* 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. *Employer* will only pay for the services requested as per the Task Instruction.

2. SHORTFILLS

Short fills occur when the *Contractor* supplies unqualified personnel. *Employer* reserves the right to refuse *Contractor's* personnel whom deem not to be qualified. No payment will be due to the *Contractor* when there is a shortage of personnel.

3. SHORTFALLS

Shortfalls occur when the required services are not supplied at any post on the work site. *Employer* 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 *Contractor* 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.

4. DOUBLE POSTINGS

Whenever it becomes necessary to assign or reassign an individual to a post for the first time, the *Contractor* 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 *Contractor* will bear the associated expense for the double postings.

5. TURNOVER

Turnover is the number of security personnel hired to replace those leaving or dropped from the *Contractor'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.

6. LENGTH OF DAILY ASSIGNMENT

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

7. SUBCONTRACTING AND ASSIGNMENTS

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

NB

All non-conformance letters must be handed to the security company owner(s) in the presence of the *Employer*.

The *Contractor* must acknowledge receipt of the letter and the security company must indicate in writing when it will be able to rectify the non-conformance (s). The contract non-performance procedure must be followed at all times.

GENERAL

- a) The *Contractor* must be a legally constituted entity allowed to render security services
- b) The *Contractor* must be registered with the Security Industry Regulatory Authority (PSIRA)
- c) All personnel employed by the *Contractor* must be registered with PSIRA and carry proof of registration when on duty
- d) The *Contractor* must have a valid licence for all firearms in use.
- e) All security guards wages / salaries must be in accordance with the Wage Sectorial Determination Act
- f) The *Contractor* must operate a properly equipped Control Room 24 hours per day.
- g) All communication between the control room and sites 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.
- h) In the event of a security incident taking place, the guard/s on duty must report the incident to the control room immediately, and properly record the incident in the occurrence book
- i) The control room must notify the *Employer* representative and Site Owner of any security incident immediately.
- j) Every site must have 24-hour communication with the Contractor's Control Room, either by radio or cellular phone supplied by the Contractor.
- k) Supervisory staff of the *Contractor* must react to any security incident reported to their control room. A preliminary report to be supplied to the Employer within 24 hours of the incident. Final detailed reports with the investigation file to be supplied to the *Employer* within seven (7) days. If the investigation is still in progress then a written update report to be supplied to the Employer every seven (7) days thereafter until final report is supplied.
- l)

- m) The *Contractor* must have a standard security uniform and all guards 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.
- n) Guards on duty must be provided with batons, Torches and handcuffs
- o) A Work Instruction per site must be formulated by the Security Services representative, the security Contractor and the Eskom Site Owner.
- p) Guards must be trained and fully conversant with the Work Instruction for the site where they are posted.
- q) Every site must be equipped with an Occurrence Book. All activities performed must be properly recorded in the occurrence book by the guard/s on duty. The OB's must remain neat and tidy at all times.
- r) Every site must be equipped with a Visitors Register. All visitors must be recorded in this register by the guards on duty. The Access Register must remain neat and tidy at all times with the relevant information completed. It is the Security Officers duty to complete the time in and registration details of each visitor entering the site and to record the time out upon exit.
- s) Rural temporary sites must be visited at least 4 times weekly by supervisory/managerial staff. Urban sites must be visited once per shift. These visits must take place at all hours, not only during the day, and must be recorded in the Site Occurrence Book. Urban sites: CBD of all major towns and a 10KM radius around the CBD. The Employer will make such determination between an urban site and rural site.
- t) The Contractor must provide an Eskom approved guard facility at sites where Eskom does not have guard facilities available.
- u) No accommodation for guards will be provided on an Eskom site. This is the responsibility of the *Contractor*, except at sites in remote areas where a mutually acceptable agreement may be reached with the Eskom site owner, and recorded.
- v) The Contractor's supervisory/managerial staff must attend monthly Eskom Safety and contracts meetings at sites.
- w) Guards must comply with the Occupational Health and Safety Act .They must be briefed on and adhere to Eskom's Safety Standards and Procedures

RESPONSE TO EMERGENCIES

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

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

EQUIPMENT TO BE SUPPLIED BY CONTRACTOR

- a) All uniforms - Uniform must reflect company logo and PSIRA ID card.
- b) Uniform issue must include baton, handcuffs, pen, pocketbook and a flashlight, pepper Spray.
- c) Personal protective equipment (PPE) must include bullet proof jacket / vest.
- d) Rain gear.
- e) Handheld radios / Cell phones as specified by Eskom.

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

DOCUMENTATION

The following documentation is to be supplied by the security service provider on commencement of the contract.

- List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.
- Certified ID copies and PSIRA certificates of all security officers.
- Certified copies of matric/Grade 12 certificates.
- Certified copies of firearm competency certificates of the security officers.
- List of all firearms to be used and certified copies of the licenses.
- Certified copies of all Security officers' firearm competency certificates.
- Certified copies of SASSETA training certificates for all armed Security officers.
- Certified copies of the company and Directors PSIRA registrations certificates.
- Criminal check records as proof that the Security officers have not been convicted of any criminal offence.
- Certified copies of Advance driving course, for all drivers.
- Certified copies of computer training certificates, for control room operators.
- Certified copies of control room operations training.
- Advance driving course, for all drivers.
- A list of all vehicles and maintenance records for vehicles to be used as per this contract.
- Driver risk profiles must be submitted for every driver as per this contractor.
- A compressive risk assessment and a site risk assessment report for all sites.
- Emergency Preparedness procedure with relevant contact details.
- Equipment list per site.
- Appointment letter of Firearm Responsible or Armoury Manager
- Standard operating procedures per site to include the following but not limited to and should be approved by Eskom representative before application:
 - (a) Wearing of uniform standard.
 - (b) Communication procedure.
 - (c) Firearm handling procedure.
 - (d) Shift changes.
 - (e) Response process.

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

SCOPE OF WORKS

Security Contractors Supervisor
Security Manager Dx

Scope of works for Supervisors of _____ (company name)
for duration of contract _____ (start date) _____ (end date).
Supervisor details: _____ (name) _____ (tel).

A: Content of Scope of Works for guard posting at contracted sites

1. Knowledge of scope of works / work instructions of all Eskom sites under his/her supervision.
2. Will train all guards according to scope of works and work instructions applicable for specific site.
3. Guards posted on site according to the request for site with Grade C, Company ID Card, PSIRA ID card, operational equipment as per contract scope of works on site must all be in place when guard is posted.
4. Security Company _____ will be responsible for their own accommodation, meals and transport (NO guard will stay on Eskom site).
5. All sites to have 24-hour communications – cellphones / fixed dial / panic buttons / radios.
6. Emergency files with all company procedures in on site.
7. All sites will have manpower file with details of guards.
8. No guards will be removed or changed at sites before Eskom Security Risk Management Supervisor is notified verbally **and** a written report submitted of the reason, details of guard and details of replacement guard.
9. All sites must be visited twice a week (one day shift, one night shift visit).
10. Weekly site reports must be completed, fully and correctly, and submitted no later than 10h00 every Wednesday (week Thursday to Wednesday).
11. When site has been visited, an OB report must be written in site OB. OB report must contain the following information:
 - 11.1. name of guard on duty
 - 11.2. time / date of visit
 - 11.3. details of supervisor who made visit
 - 11.4. stance of operational equipment
 - 11.5. firearm inspected
 - 11.6. registers inspected
 - 11.7. all faults reported
 - 11.8. all problems reported by guards – cross-reference with OB no.; date; time (this must also be reflected on weekly report under “general”).
 - 11.9. emergency equipment checked – fire extinguisher / first aid kit
 - 11.10. toilet clean
12. Make sure all registers are in place as per site and neat and tidy.
13. Guard post neat and tidy.
14. Guards dressed in full uniform and bullet proof vest and neat and tidy.

15. All equipment is in good working condition.
16. All complaints from Eskom employees will be noted and immediately reported to Eskom Security Risk Management Supervisor responsible for site.
17. Only orders given by Eskom Security Risk Management Supervisor for site will be carried out.
18. Incident flash report will be done as follows:
 - 18.1. Immediately telephonically to Security Risk Management Supervisor responsible for site.
 - 18.2. written flash report within 04 hours containing of the following details:
 - 18.2.1. what happened
 - 18.2.2. when (date and time)
 - 18.2.3. where
 - 18.2.4. who (responsible / on duty / persons involved)
 - 18.2.5. how
 - 18.2.6. affidavits of security guards on duty and supervisor
 - 18.3 full report in 08 hours to Eskom Security Risk Manager.
19. Supervisors and guards of _____ (company name) will adhere to Eskom:
 - 19.1. Health and Safety Act
 - 19.2. Emergency Plan per site.
 - 19.3. Scope of Works
 - 19.4. Work Instructions

B: Content of Scope of Works for armed response

1. As per points 1-19 per section A.
2. Armed response members fully trained in armed response.
3. Armed response members in possession of firearm competency certificates.
4. Twice a year undergo firearm training as per Firearm Act for business purpose.
5. Correct handing over of firearm procedures between shifts as per correct registers as per Firearm Control Act and safekeeping thereof.
6. Ensure armed response vehicles are deployed according to scope of works and area deployment.
7. Armed response vehicles to be roadworthy and equipped with correct equipment and documentation as per scope of works and work instructions.

Eskom will not be held responsible for any injuries and / or death of any Supervisor or guard working outside scope of works.

If _____ (company name) Supervisors do not comply with Eskom Standards and the Scope of Works, those Supervisors will immediately be replaced with other

Supervisors by _____ (company name).

Any queries or emergencies must be directed to the following persons:

FSOU Security Management Justice Mabotha Supervisor

Name _____ Tel: _____

Signed on this the _____ day of _____ 20____ at _____ by parties:

ESKOM SECURITY MANAGER

Name: Justice Mabotha

Title: Security Manager

COMPANY DIRECTOR / OPS MANAGER

Company: _____

1.3 Interpretation and terminology

Abbreviations

Abbreviation	Explanation
PSIRA	Private Security Industry Regulatory Authority
FSOU	Free State Operating Unit
SAPS	South African Police Service
GPS	Global Position System
SASSETA	Safety and Security Sector Education and Training

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The Contractor's plan must be in line with the requirements of the contract. The contractor will submit a plan which will be approved by the Service Manager once a Task Order is issued.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As Necessary.	Site	Project Manager, Contractor and Site Supervisor
Overall contract progress and feedback	On a regular basis as agreed with the Project Team and the Contractor	Site	<i>Employer, Contractor and Project Team</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.

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

The *Contractor* is to submit an organogram showing all key people involved in the contract 7 days after contract award. All key personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file. This would be essential if the *Contractor* is a joint venture.

2.4 Provision of bonds and guarantees

Not Applicable.

2.5 Documentation control

All correspondence is to be addressed to the project manager with chronological numbering system.

2.6 Invoicing and payment

In order that the Project Manager may assess the amount due at each assessment date, the Contractor is to submit the following information in the format and number of copies stated

SARS Requirements

- TAX INVOICE should be displayed in a PROMINENT PLACE on all invoices.
- Eskom's name should be stated ""Eskom Holdings Limited.""
- " Free State Operating Unit (FSOU)" should be displayed.
- Address and VAT registration of the recipient (That means Eskom address and VAT number)
- Name, address, and VAT number of the contractor must be displayed.
- An INDIVIDUAL Serial number (Tax invoice number) and DATE issued.
- The Contract Order number.
- A description of goods and/or services supplied must be showed on the invoice. Refer to the specific Activity Stage and Item No, as stated in the Price Schedule. Clearly state the quantity or volume of goods or services supplied and the Tender Price for each item, the amount of the current claim for each item, the amount previously claimed for each item and the amount due for each item.
- The quantity or volume of goods or services supplied.
- The VAT amount showed on each invoice.
- Where the contractor is NOT registered for VAT the invoice must state only INVOICE in a prominent place

The Employer accepts only original invoices.

Example of Payment Certificate and Tax Invoice for the Eskom NEC Engineering & Construction Short Contract are shown on the next two pages of this contract.

Payment certificate and Tax Invoice

This certificate is issued in terms of Clause 50 of the Conditions of Contract.

TITLE OF THE CONTRACT:

CONTRACTOR:		EMPLOYER:	
Contact Person:		Contact Person:	
Address:		Address:	
Telephone No:		Telephone No:	
Fax No:		Fax No:	
Contractor's Invoice Number:		Contract Order No.:	
Date issued:			
Contractor's VAT No.:		Employer's VAT No.: 4740101508	
[50.3]	a)	Price for Work Done to Date (Excluding 15% VAT)	R
[60.1]	b)	Cumulative value of compensation events	R
	c)	Sub-total (a) + (b):	R
[50.6]	d)	Less ____% retention percentage on (a) + (b) (i) Planned first retention release date (completion date): ____/____/_____ (ii)Planned final retention release date (defects date): ____/____/_____ Sub-total (c) – (d):	R
	e)	Sub-total (c) – (d):	R
[50.3]	f)	Other amounts due to/by <i>Contractor</i> in terms of the <i>Contract</i>	R
	g)	Sub-total (e) + or – (f):	R
	h)	Add retention released	R
	i)	Sub-total (g) + (h):	R
[50.5]	j)	Less delay damages (if applicable)	R
	k)	Cumulative amount certified excluding 15% VAT (i) – (j):	R
	l)	Less cumulative amount previously certified excluding 15% VAT	R
	m)	Sub-total this certificate excluding 15% VAT (k) – (l):	R
	n)	Add VAT at 15 % on (m)	R
[50.3]	o)	AMOUNT DUE TO/FROM THE CONTRACTOR including VAT (m) + (n):	R

Assessment Prepared By:

.....
PRINT NAME SIGNATURE ASSESSMENT DATE

Certified by the Programme Manager:

.....



2.7 Contract change management

Not Applicable.

2.8 Records of Defined Cost to be kept by the Contractor

Not Applicable.

2.9 Insurance provided by the Employer

1. Services provided in a TSSC3 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" policy which may be in place for the *Employer's* portion of the property affected by the *service* or against the *Employer's* "assets" policy which may be in place for the *Employer's* portion of the property affected by the *service*, 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 property affected by the *service* and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 82 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from the *Contractor's* 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 TSSC3' 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 to cover his risks as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 "the *Contractor* provides the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data". 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. Part 2 of the contract will include a requirement for the tendering contractor to identify the cost of insurance which he has allowed for in his Prices, given the foregoing guidance, either as a separate priced item or
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

2.10 Training workshops and technology transfer

Not Applicable

2.11 Design and supply of Equipment

Not Applicable.

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

2.12.1 Equipment

None

2.12.2 Information and other things

None

2.13 Management of work done by Task Order

TASK ORDERS

- (a) No work is to commence before a Task order with an SAP Order number has been supplied to the contractor by Eskom and such Task order is signed by the supplier and returned to Eskom.
- (b) No Task order will be issued until Eskom has been satisfied that all applicable training has been done and all requirements had been met.
- (c) Task order(s) will only be issued once a signed NEC documents have been returned to Eskom.

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*)

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

Signed:

Date:

(for *Employer*)

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

3.2 Environmental constraints and management

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

3.3 Quality assurance requirements

Refer to **Annexure B**

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

All people employed by the Contractor to perform supervision of installation and commissioning should have Police Clearance before work can commence. The contractor's employees shall be sober when carrying out their duties and may be subjected to random breathalyser tests.

4.1.2 BBBEE and preferencing scheme

Special Conditions of Contract (Application of other criteria in terms of Section 2(1)(f) of PPPFA)

The objective criteria as follow:

- Transformation of this sector by the appointment of a Black Owned Firm(s) that meet the functionality requirements;
- Development of Black Owned steel fabrication companies;
- Appointment of companies located within the Republic of South Africa.

NB: The Joint Venture may be:

- Black Owned and Black Owned Company;
- Black Owned Company (Majority Shareholder) and Non-Black Owned Company;
- Black Women Owned Company and Black Owned Company, and;
- Black Women Owned (Majority Shareholder) and Non-Black Owned Company.

A 51% or more Black Owned Companies or Joint Venture where the lead company has 51% or more black ownership.

Procurement Preference Hierarchy

Preference for awarding this contract and/or subcontracting are in the following order:

- Companies with more than 51% Black Ownership
- Enterprises Owned by Black People Living with Disability (BPLwD)
- Black Youth Owned Enterprises (BYO)
- Black Women-Owned Enterprises (BWO)
- Black Owned Enterprises (BO)

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

Not Applicable

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not Applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not Applicable

4.2.3 Limitations on subcontracting

Not Application

4.2.4 Attendance on subcontractors

Not Applicable

4.3 Plant and Materials

4.3.1 Specifications

Not Applicable.

4.3.2 Correction of defects

Not applicable.

4.3.3 Contractor's procurement of Plant and Materials

Not Applicable.

4.3.4 Tests and inspections before delivery

Not Applicable.

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

Not Applicable.

4.3.6 Cataloguing requirements by the *Contractor*

Not Applicable.

5 Working on the Affected Property

Not Applicable.

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

Not Applicable

5.2 People restrictions, hours of work, conduct and records

Not Applicable

5.3 Health and safety facilities on the Affected Property

Not Applicable

5.4 Environmental controls, fauna & flora

Not Applicable

5.5 Cooperating with and obtaining acceptance of Others

Not Applicable

5.6 Records of *Contractor's* Equipment

Not Applicable

5.7 Equipment provided by the *Employer*

Not Applicable

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Not Applicable

5.8.2 Provided by the *Contractor*

Not Applicable

5.9 Control of noise, dust, water and waste

Not Applicable

5.10 Hook ups to existing works

Not Applicable

5.11 Tests and inspections

Not Applicable

6 List of drawings

6.1.1 Drawings issued by the Employer





Not Applicable





Annexure B: All Statutory Requirement & Standards

Compliance with Employment Equity Act 55 of 1998

Contractors employing more than fifty (50) employees are required to submit a Certificate of Compliance with the Employment Equity Act No. 55 of 1998.

This Certificate of Compliance is a mandatory Tender Returnable and failure to do so would lead to disqualification of the offer / tender.

NO.	DOCUMENT NUMBER	DOCUMENT TITLE	PUBLISH DATE	REV
1.	SAFETY, HEALTH, ENVIRONMENT AND QUALITY			
1.1	EPL 32-727	SAFETY, HEALTH, ENVIRONMENT, AND QUALITY (SHEQ) POLICY  SHEQ Policy poster rev 6.pdf  Safety, Health, Environment and Ql	OCTOBER 2020	4
1.2	CEBE SEC 01 3	HIGH RISK SHE SPECIFICATION: SECURITY  SHE SPECIFICATION_13 1	OCTOBER 2023	1
1.3	DPC 34-333	OHS ACT REQUIREMENTS TO BE MET BY PRINCIPAL CONTRACTORS EMPLOYED BY ESKOM DISTRIBUTION	MAY 2010	1
1.4	GBEG 474-011(474 – G1)	TECHNICAL EVALUATION GUIDELINE	JUNE 2010	0
1.5	DST 32 -124	DISTRIBUTION FIRE RISK MANAGEMENT	NOVEMBER 2019	1
1.6	DST 34-317/8	VEHICLE AND TRANSPORTATION MANAGEMENT	FEBRUARY 2015	2
1.7	EPC 32-95	PROCEDURE MANUAL FOR PERFORM OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT AND ENVIRONMENTAL MANAGEMENT: CONDUCT EH&S INCIDENT MANAGEMENT	NOVEMBER 2020	6
3.7	240-77471499	ACKNOWLEDGEMENT FORM FOR ESKOM OHS LEGAL AND OTHER REQUIREMENTS  Acknowledgement Form for Eskom SHE	MAY 2021	3
2	TECHNICAL SPECIFICATIONS			
2.1	240-76624513	STANDARD FOR THE CALIBRATION OF TEST INSTRUMENTS USED BY FIELD STAFF		
3	HEALTH AND SAFETY			
3.1	32-418	WORKING AT HEIGHTS	NOV 2021	3
3.2	32-93	VEHICLE AND DRIVE SAFETY MANAGEMENT	JULY 2011	2

3.3	34-1710	PERSONNEL PROTECTIVE EQUIPMENT SPECIFICATION		
3.4	32-421	ESKOM CARDINAL RULES/LIFE SAVING RULES	1 SEPTEMBER 2010	1
3.5	DST 34-317	VEHICLE AND TRANSPORTATION MANAGEMENT.	FEBRUARY 2015	2
3.6	32-726	CONTRACT AND CONTRACTOR OHS MANAGEMENT  32-726 rev 3 Contract and Contra	MAY 2021	3
4	QUALITY			
	240-68099512	TENDER & CONTRACT QUALITY REQUIREMENTS FOR 240-105658000 AND QUALITY REQUIREMENTS FOR ISO 9001 STANDARD  240-68099512 (Rev 9) Form A Tender &	JANUARY 2022	9
	240-105658000	SUPPLIER QUALITY MANAGEMENT SPECIFICATION  240-105658000 Supplier Quality Ma	OCTOBER 2021	3
5	ENVIRONMENTAL			
	32-245	ESKOM WASTE MANAGEMENT STANDARD  32-245 Waste Management Standi	DECEMBER 2021	5
Give a detailed description of what the <i>Contractor</i> is required to do. This may include drawings				