

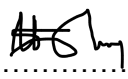
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SCOPE OF WORK APOLLO AND CENTRALISED SERVICES PHYSICAL SECURITY SERVICES AND GUARDING

TITLE: PROVISION OF PHYSICAL SECURITY AND GURDING TO APOLLO & CENTRALISED SERVICES SITES FOR 60 MONTHS

Compiled by:	Accepted by:	Approved by:
		
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Date: 27 May 2024	Date: 2024/05/31	Date:

1. INTRODUCTION

Apollo and Centralised Services sites, currently has a hybrid security model made up of inhouse and outsourced security guards. The current contract services will end on 31 December 2024. It is important that a new contract is prepared so the services of guarding the sites. A new contract is to be prepared through procurement process and be ready by 01 January 2025.

2. PURPOSE

The purpose of this document is to describe formally the requirements for the type of security services to be provided by the contracted security service provider for Apollo and Centralised Services. Furthermore, the document seeks to clarify the roles and responsibilities of each party, defines mutual dependencies, provides a framework for common understanding between the parties and describes how non-performing/nonconforming relationships will be managed.

Supporting clauses Informative

- 2.1.1 Private Security Industry Regulations Act (Act 56 of 2001).
- 2.1.2 National Key Point Act (Act 102 of 1980) amended by Critical Infrastructure Protection Act (Act 8 of 2019).
- 2.1.3 Criminal Matters Amendment Act (Act 18 of 2015).
- 2.1.4 Criminal Procedure Act (Act 51 of 1977).
- 2.1.5 Fire-arms Control Act (Act 60 of 2000).
- 2.1.6 Performing Animal Protection Amendment Act (Act 4 of 2016).
- 2.1.7 Occupational Health and Safety Act (Act 85 of 1993).
- 2.1.8. SANS PPE specifications
- 2.1.9 240-62196227 Eskom Life-saving Rules
- 2.1.10 32-520 Occupational Health and Safety Risk Assessment Procedure

2.2. Normative

- 2.2.1 360-121002219 – Security Operations Operational Plan.
- 2.2.2. 31-391 – Integrated Risk Management Standard.
- 2.2.3. 32-85 – Eskom Information Security Policy.
- 2.2.4. SSA – Security and Risk assessment guideline
- 2.2.5. Minimum Information Security Standards (MISS).
- 2.2.6. Minimum Physical Security Standards (MPSS).

3. CONCEPTS, DEFINITIONS AND ABBREVIATIONS

3.1 DEFINITIONS

Definition	Explanation
Asset	An item or process that an individual, Institution, community, or Government values and is important to supporting the expectations, objectives, outcomes of that individual, community, Institution or Government.
Asset Owner/client	The Accountable / Responsible person of the assets to be assessed

2.1 ABBREVIATIONS

Abbreviation	Explanation
PSIRA	Private Security Industry Regulatory Authority
SHEQ	Safety, Health, Environmental and Quality
OHS	Occupational Health and Safety Act
NKPA	National Key Point Act
STA	Security Threat Assessment
SAPS	South African Police Service
SSA	State Security Agency
SASSETA	Safety and Security Sector Education and Training Authority
RO	Response Officer
SO	Security Officer
RV	Response Vehicle
OB	Occurrence Book
NKP	National Key Point
PSPF	Private Security Provident Fund
CLN	Customer Load Network
GMU	Guard Monitoring Unit.
PTT	Push to Talk Radio

The scope of work details the terms, services, and expectations between the **Employer Eskom Holdings SOC Ltd** and the Contractor. The services shall comprise of the supply of Physical Security Services. The fully trained PSIRA accredited Security Officers (Armed and unarmed) to be deployed per identified Eskom site (which also includes registered National Key Points), on a 24/7 period. The procured services shall be rendered at the following Eskom sites, as listed below:

3. List of Station and Sites (L&S) GPS Co-ordinates

APOLLO AND CENTRALISED SERVICES SITES		
SITE NAME	IDENTIFICATION	GPS CO-ORDINATES
APOLLO (NKP)	CONVERTER STATION	-25.918889S 28.276389E
ZWAVELPOORT	ELECTRODE	S 25503.35703 E 2824398292
REPEATER	SUBSTATION	S235537.68985E29383915432
AVIATION	OFFICES & AIRPORT	-25.98951S 28.13965E

6. Bill of Quantities

SITE	NUMBER OF GUARDS	GRADES	SHIFT
Apollo Converter Station	4 x Armed NKP guards	1 X Grade B	Day shift
		3 X Grade C	
Apollo Converter Station	6 x Armed NKP guards	1 X Grade B	Night shift
		5 X Grade C	
Apollo Converter Station	Reaction / Patrol vehicle	1x 4x2 Bakkie	Day / Night shift
Totals	10 x Armed NKP guards	2x Grade B 8 x Grade C	Day / Night shift

SITE	NUMBER OF GUARDS	GRADES	SHIFT
Zwavelpoort Electrode	2 x Unarmed guards	1 X Grade B	Day shift
		1 X Grade C	
Zwavelpoort Electrode	2 x Unarmed guards	1 X Grade B	Night shift
		1 X Grade C	
Totals	4 x Unarmed guards	2x Grade B 2 x Grade C	Day / Night shift

SITE	NUMBER OF GUARDS	GRADES	SHIFT
Repeater Substation	2 x Armed guards	1 X Grade B	Day shift
		1 X Grade C	
Repeater Substation	2 x Armed guards	1 X Grade B	Night shift
		1 X Grade C	
Totals	4 x Armed guards	2x Grade B 2 x Grade C	Day / Night shift

SITE	NUMBER OF GUARDS	GRADES	SHIFT
Eskom Aviation	2 x Unarmed guards	1 X Grade B	Day shift
		1 X Grade C	
Eskom Aviation	2 x Unarmed guards	1 X Grade B	Night shift
		1 X Grade C	
Totals	4 x Unarmed guards	2x Grade B 2 x Grade C	Day / Night shift

7. Security Service Providers:

- 7.1. The company and the company owners (Directors) must have a valid registration with Private Security Industry Regulation Authority (PSIRA) in terms of PSIRA Act 56 of 2001. The directors of the company must possess a minimum of Grade A PSIRA valid registration.
- 7.2. The company must have a minimum of Five (5) years' experience in security service industry and provide a valid proof of service (e.g., Task orders or appointment letters).
- 7.3. Eskom reserves the right to immediately terminate services of any company not in good standing with PSIRA, SARS, Company registration compliance, department of Labour.
- 7.4. The Company must have an established functional 24-hour security control room and Eskom reserves the right to conduct inspections of the facility without prior notification.
- 7.5. The contractor must have a central security control room where security personnel monitor multiple areas, such as surveillance cameras, access control systems, alarm systems, and other security devices. This will allow for a comprehensive view of the Apollo and Centralised Services security situation and enables quick response to any threats or incidents.
- 7.6. Communication and Collaboration: Control room personnel will be responsible for receiving and disseminating information to relevant parties, such as security guards, emergency response teams, or law enforcement agencies. Effective communication and collaboration are crucial for coordinating responses to security incidents and maintaining situational awareness.
- 7.7. Incident Response: In the event of a security breach, the control room is responsible for initiating an appropriate response. This may involve dispatching security personnel to the affected area, contacting emergency services, or implementing predefined protocols to mitigate the threat.
- 7.8. Recording and Documentation: Control room should have systems in place to record and document security-related events and activities. This includes maintaining logs, incident reports, and video footage for later analysis, investigations, or legal purposes.
- 7.9. The Company should meet all the site (s) requirements and be able to render the required services without fail.
- 7.10. Service Provider should have sound knowledge of applicable South African Legislation and ensure compliance thereto.

- 7.11. The Contractor's supervisory or Managerial staff will be required to attend weekly operational and monthly contract management meetings.
- 7.12. Security Service Providers must know that legislation is in place that makes it a criminal offence to make use of dogs and handlers who do not comply with the minimum standards as laid down by the relevant Act and Government Gazettes.
- 7.13. In the event of non-performance or breach of contract terms by the contractor, Eskom reserves the right to cancel the contract immediately and replace it with another service provider. All costs incurred because of such action will be recovered from the outgoing contractor. Even if not dismissed, equipment lost or stolen will still be recovered from the contractor who has failed to perform its duties as per the agreed contract.

8. Nature of services to be provided.

The nature of services to be provided but not limited thereto are as follows:

- 8.1. Guarding services, armed and unarmed guards, armed response and escort services, integrated monitoring and incident management system, situational analysis reporting and responding, ability to install guard monitoring units (GMU) on sites and supply report when needed.
- 8.2. The service provider must have the ability to conduct valid Polygraph tests at their own costs as and when the employer requires.
- 8.3. These functions to be executed for purposes of monitoring and safeguarding the identified offices and substations.
- 8.4. The protective condition shall focus on deterring, detecting, deflecting and defending against acts of criminality and economic sabotage such as disruption & obstruction of access / egress routes at the stations, plant tampering, vandalism, unauthorized access, unauthorized removal of copper cables, other assets and equipment, bypassing security measures, security breaches, security incidents, industrial action (strikes, demonstrations, protests, sit-ins, picketing etc.), but not limited thereto.
- 8.5. The deployed members shall be agile, swift, observant, and vigilant; and shall rapidly respond to alarms, security incidents, crime scenes, imminent or potential threats in the substation and surroundings, that may negatively affect security of supply or introduce risks to operational performance and stability in the Grid.
- 8.6. Foot and vehicle patrols shall be conducted by means Guard Monitoring Unit to cover the targeted high risk and vulnerable areas and shall not be predictable.
- 8.7. All vehicles, people, equipment, etc., shall be searched as directed by the Security Manager, or designated Eskom officer.
- 8.8. Reaction and response to any security emergencies or life-threatening situations on site without delay.
- 8.9. Proactive assessment of information from various sources including environmental scanning and daily risk assessments.
- 8.10. Prevention of unauthorized removal of Eskom assets from Eskom sites and network infrastructure, through searches and screening of people, objects, vessels, and vehicles.
- 8.11. Provide situational and operational reporting 24/7 on issues and incidents as well as official notification from law enforcement agencies.
- 8.12. Record events and incidents through audio- visual or digital means e.g., strike actions, protests, gatherings, demonstrations, crime scenes, but not limited thereto.

- 8.13. Perform crime scene management and preservation of evidence, witnesses, etc. until SAPS responds and takes over.

9. Segregation of roles

- 9.1. The Eskom In-house and contract security teams will be responsible for the day-to-day security functions and operations at all substations and critical lines.
- 9.2. The responsible Eskom Security Manager shall exercise overall command of the Security resources on site.

10. Pre- deployment provisions

Prior to site deployment the following provisions are to be in place / and adhered to.

- 9.1. Security clearance assessment conducted on all deployed personnel.
- 9.2. Safety file reviewed and approved.
- 9.3. Site induction.
- 9.4. ORHVS Awareness.
- 9.5. Access authorization process (site permit)
- 9.6. Only company firearms licensed in the security Contractors' name may be utilized as per this contract.
- 9.7. Required Personal protective equipment incl body armor (SA MIX Level III), pepper spray, Safety boots, water boots.
- 9.8. As and when required the use of riot control and crowd management equipment.
- 9.9. Body cams on all armed response operators

No security officers are to be deployed in terms of this contract, before undergoing necessary Eskom induction. Eskom reserves the right to remove such Officers that have not complied with this requirement from their sites or duties as per this agreement at the cost to the contractor. Security officers shall be subjected to polygraph examinations on agreed intervals with the service provider and during investigations at contractor own cost.

10. Security screening requirements of Security Officers

The supplier shall provide to the designated Eskom contracts manager the following:

- 10.1. Results of Criminal background checks not older than 3 months from the date of deployment. The report shall be provided before date of deployment.
- 10.2. For National Key Points site the Company, Directors and Security Officers must be vetted and screened before deployment.
- 10.3. All Security officers must be registered with PSIRA at the required grade.
 - i. Shift Supervisor Grade B.
 - ii. Armed /unarmed Grade C.
 - iii. Proof of Tactical security training and experience of all deployed officers at site level, Including crowd control.
- 10.4. Armed Security officers must have completed SASSETA training on the specific firearms they are expected to use.
- 10.5. Armed Security officers must possess valid firearm competency certificates for business purposes (issued by SAPS) and always carry it.
- 10.6. Armed security officers should have undergone Regulation 21 training before deployed on site.
- 10.7. Security officers will be expected to sign a declaration of Secrecy before commencements of their duties in terms of this contract.
- 10.8. Copies of signed PSIRA Code of Conduct of all Security Officers deployed at sites.

11. Requirements of Security Officers during deployment

- 11.1. All Security officers deployed at Eskom sites must comply and adhere to Eskom policies and all relevant national legislations.
- 11.2. Security officers must always be in possession of their valid PSIRA and company I.D cards.
- 11.3. The ID/PSIRA card should be in form of a tag or laminated plastic card and should display the following: -
 - Name
 - Photograph
 - Company name and telephone number
 - PSIRA registration number (personal)
 - Cards expiry date
- 11.4. Security uniforms shall be compliant to PSIRA regulations and standards.
- 11.5. During protests, demonstrations, strikes, etc. fully kitted uniformed security officers equipped with appropriate personal protective equipment must manage and control violent protest or other situations. Video recording of such incidents will be required.
- 11.6. Armed Security officers must always carry Company issued Firearm permits whilst on duty, as per the Firearm Control Act.
- 11.7. Security officers will be subjected to alcohol and drug testing at sites and shall have their person and possessions searched, without exception. Refusal to co-operate will necessitate removal of the Security Officer from site immediately at the cost of the Contractor. Defaulting security officers are not to be deployed at any other Eskom site, under any circumstances.
- 11.8. 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 and the contractor held liable for any losses or damages incurred as a result thereof.
- 11.9. Security officers must be able to read and write and express themselves well in English.
- 11.10. The requirement is that all Security Officers are to be in possession of a Grade 10.
- 11.11. The requirement is that all Supervisors should be in possession of Grade B and Grade 12.
- 11.12. From time to time, it may be required that security officers to conduct alcohol testing on sites as part of access control functions.
- 11.13. The supplier must provide alcohol testing equipment, training, and proof of calibration of the equipment.

12. Armed Escorting

- Services (consisting of an armed driver, armed crew member and a suitable vehicle) shall be required for escorting services on an “as and when” required basis. Eskom appointed person will give such instruction. Armed Escorting Response Officers to respond within 15 minutes of the indication.
- 12.1 Guards doing the armed escorting duties must comply with the following requirements and must be capable of rendering the service as follows: Updated competency certificates with strict adherence to the Firearms Control Act. The security officers performing these armed escorting and protection duties shall be armed and comply with the current Firearm Control Act, 2000 (Act No. 60 of 2000). All armed escorting officers must have a Valid PSIRA certificates in compliance to the PSIRA Act 2001 (Act No. 56 of 2001). All armed escorting officers must have Grade C.

- 12.2 Valid firearm permits issued by the authorized firearm control officer for TSP, Firearm Control Act, 2000 (Act No. 60 of 2000).
- 12.3 Accredited valid training certificates with results (Regulation 21), Firearm Control Act, 2000 (Act No. 60 of 2000), Accredited First aid training and firefighting.
- 12.4 Valid South African driver's license.
- 12.5 Correct PPE which includes SA MIX Level III bullet-proof vests handcuffs, batons, spotlight, torches with spare batteries, pocketbooks and pens, head protection should be issued.
- 12.6 A road worthy all-terrain vehicle which must be 4x2 or 4x4 (as per Eskom Vehicle safety procedure) suited for the terrain where Eskom employees will be travelling to. The vehicle must be equipped with a first aid kit and fire extinguisher.
- 12.7 The armed escort team/s must be in constant contact with a control room for regular reporting and to obtain assistance when needed. A proper register must be kept at the control room containing situation reports, incident reports and any communication with the armed escort team.
- 12.8 The armed escort team must do the escorting in a tactically sound manner: Possible ambush positions must be secured before the Eskom members being escorted are allowed to proceed through the position.
- 12.9 When the site where the Eskom members are to perform their duties is reached, the armed escort team needs to secure the area before the Eskom employees commence work.
- 12.10 The armed escort must then take up a position for all round defense of the area where the Eskom employees are working and be constantly vigilant.
- 12.11 All armed escort vehicles shall be equipped with a local global positioning system or Satellite Surveillance or any other system that would assist them.
- 12.12 The armed security officers are to travel in their own vehicle and provide protection to the Eskom employee/s.
- 12.13 The security officer shall be required to meet the Eskom employees at an Eskom site or predetermined place; escort and protect the Eskom employee for the required period and then return to where they first met or an alternative drop-off point (*including Eskom employee's residence*).
- 12.14 Vehicle contingency plan: The service provider shall have contingency plans in place to react immediately to any emergency request.
 - Vehicle breakdowns
 - Vehicle accidents
- 12.15 The contractor must comply with all requirements as stipulated in terms of PSIRA and other applicable legislation.

13. Firearms

- 13.1. Only Eskom approved firearms are allowed. For the usage in terms of this contract licensed 9mm pistols for self-defense and shotguns with rubber bullets will be applicable.
- 13.2. Armed Security officers must have competency certificates for the specific firearm in possession thereof.
- 13.3. The contractor is responsible for providing firearms, ammunition, belt / shotgun slings, holsters, tactical torches, pepper spray, firearm safes, bullet trap, crowd control equipment, registers as per the Firearm Control Act, for the management and control of the company's firearms.
- 13.4. No contract Security officers shall be permitted to use or be issued with an Eskom firearm under any circumstances.
- 13.5. Safe handling of firearms during shift changes must be always adhered to. The contractor must ensure that a procedure is put in place to that effect.

- 13.6. Safes must be provided by the contractor for the safekeeping of firearms not in use.
- 13.7. The contractor must ensure provision of equipment/facilities for making firearms safe. A procedure to that effect, should also be in place.
- 13.8. The contractor must ensure that Security officer's private firearms are not utilized for their business purposes, in terms of this contract.
- 13.9. No Contractor firearms will be kept safe / stored on Eskom premises; the company is to ensure that the firearms are issued / returned / stored & transported in terms of the Provision of the Firearm Control Act.

14. Supervision and control

- 14.1. All deployed guards must be supervised by a duly assigned and delegated PSIRA Grade B supervisor per shift.
- 14.2. The contractor must ensure that Officers are assisted to reach the sites and paraded when reporting on and off duty.
- 14.3. The posting of Officers is required to be done by the Supervisor at all sites (the practice of "self-posting" is not permitted).
- 14.4. All equipment must be tested during each shift change, and all defective or unserviceable equipment must be replaced immediately.

15. Changes and Deviations to the Security Plan

- 15.1. No deviations from the operational plan without the authorization of the Eskom Security manager or his/her delegate will be permitted. Name list and contact numbers to be provided once deployment is confirmed.
- 15.2. The Security Contractors' duties are not limited to the above but shall include any other legal security activities that Eskom may introduce to enhance security in the Operating, in line with the security services outlined here above and such activities shall be communicated to the Contractor in writing.

16. Reporting and Communication

- 16.1. The Contractor must ensure suitable continuous communication between the operational control room and their deployed staff. Either two or more of the following mediums of communications shall be provided as per user requirements: hand-held radios, satellite radio, contracted cell phones, base radios and push to talk (PTT) inclusive of Guard Monitoring Unit (GMU). Devices need to have silent panic buttons.
- 16.2. An operational center / control room shall remain in constant reach and communication with the deployed security personnel, at all sites.
- 16.3. Situational reports and a complete operational report - Daily briefings and debriefings on location (issuing of tasks).
- 16.4. A suitable communication platform will be approved by the Apollo and Centralised Services security Manager with all Team Leaders / Operations managers responsible for the various deployments.

17. Business continuity management and Contingency plans

The Contractor must have contingency plans in place for the following:

- Own Strike/Labour unrest amongst own staff.
- Shortage of Manpower due to e.g., absenteeism, sick leave annual leave.

- Equipment Failure e.g., Vehicle breakdown and Communication system.
- Internal grievance procedures.

18. The working times/ Shifts

- 18.1. Working times determined by PSIRA - 48 hours per week Shift workers.
- 18.2. The security service is required 24 hours a day on a two-shift cycle i.e., 06:00 to 18:00 dayshift and 18:00 to 06:00 night shift.
- 18.3. A signed off reviewed list of Security officers deployed in terms of this contract must be provided on monthly basis, within 5 days prior to the commencement of the new month.
- 18.4. The contractor is responsible to ensure that every shift complement is satisfied before commencement of the shift.
- 18.5. The Security Officers will be expected to do a pre-job/ daily risk assessment and safety talks before commencement of every shift.

19. Security Registers

- 19.1. The Security Contractor will be required to provide the Occurrence books, access control book, Information book, Firearm registers A7, discharge register and Firearm daily permits.
- 19.2. Occurrence book to be correctly completed by Security officers and Supervisors listing all occurrences, patrols, and visits on plant.
- 19.3. Contractor must ensure that quality registers are provided. Register must remain bonded, with no loose pages.
- 19.4. All used documents are to be handed over to Eskom personnel for record keeping.

20. Incident Reporting and Investigation

- 20.1. All incidents and response to incidents must be handled according to the relevant SOPS and/or work instructions for each site.
- 20.2. All incidents and response/s must be immediately reported to the Eskom Zero control room.
- 20.3. The SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities, including firearm related incidents e.g., accidental discharge of firearm. Weekly status reports are to be supplied by the Contractor.
- 20.4. 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.
- 20.5. All personnel may be required to undergo Polygraph testing during investigation at the contractor's cost.
- 20.6. 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 14 as well as a final Incident investigation report within thirty (30) days.

21. Documentation

The following documentation is to be supplied by the security Contractor before deployment.

- 21.1 Certified copies of the company and Directors PSIRA registrations certificates.
- 21.2 Confirmation of company registration with the SAPS NKP Regulator.

- 21.3 List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.
- 21.4 Certified ID copies and PSIRA certificates of all security officers.
- 21.5 Certified valid education/training certificates for all officers being deployed at site not older than three months.
- 21.6 Certified copies of firearm competency certificates of the security officers.
- 21.7 List of all company firearms to be used and certified copies of the licenses.
- 21.8 Criminal check records as proof that the Security officers have not been convicted of any criminal offence.
- 21.9 A list of all vehicles and maintenance records for vehicles to be used as per this contract.
- 21.10 Emergency Preparedness procedure with relevant contact details.
- 21.11 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:
 - Incident response, management, and reporting
 - Wearing of uniform standard.
 - Communication procedure.
 - Firearm handling procedure.
 - Medical emergency procedure
 - Shift changes.
 - Response process.

22. Safety Requirements

The company should provide a SHEQ officer for each site.

23. CATEGORIES OF LABOUR REQUIRED

SHEQ Officer Competency Requirements

- National Diploma in Safety Management or Environmental Health or
- A recognised safety certification (minimum: of 2 weeks training) (e.g., SAMTRAC / Modern SHEQ Management course)
- 3 years' experience
- SAMTRAC
- Hazard Identification and Risk Assessment
- Incident Investigation
- Valid driver's license
- ISO 14001 experience
- OHSAS 45001 Experience Recommended

Provision of a Safety file containing the following information for sign off prior to work commencing.

- OHS Policy
- Valid letter of good standing (COIDA / equivalent)
- Health & Safety Plan
- SHE Organogram
- Baseline OHS Risk assessment (BRA)
- OHS Competencies
- Section 17 Health & Safety representative.

- Health & Safety Representative Training
- Hazard identification and risk assessment training.
- First Aider
- Incident / Accident Investigator
- Incident Investigation Root Cause Analysis Training
- Fire Official
- Medical Certificates
- Incident reporting and Investigation process
- Monthly health and safety agenda.
- Site induction manual
- Smoking Policy
- Monthly Health and Safety Representative Checklist
- Site Supervisor details
- Covid 19 Requirements
- SHE appointment letters

In addition:

- All vehicles utilized to transport staff, must be fitted with SABS approved seatbelts, and no staff are permitted to be transported on the back of LDVs.
- All Security officers should receive a safety induction before they can be deployed on Eskom sites.
- Safety recommendations following an incident shall be implemented by all Security Contractors to prevent further reoccurrences at any of the Eskom site, as per allocated timeframes.
- Open fires, the use of bar heaters and hotplates as heaters at Eskom sites, is totally prohibited.
- Security officers should observe the provisions of the Criminal procedure Act and all relevant legislation regarding the use of minimum force. Security officers should at all-time use minimum force sufficient to bring the situation under control and such force shall cease as soon as the situation is brought under control. No deliberate assault on suspects will be condoned.
- All vehicles must be equipped with a local global positioning system or any other vehicle tracking device or system.

24. Salaries and Payment

Security service provider shall pay the security officers not less than the minimum wage specified on the Sectorial Determination, of the Private Security Sector, South Africa. Register all security guards with the Department of Labour: UIF, COID and provident fund.

25. Uniforms

- 25.1. The contractor must comply with legislative requirement (PSIRA Regulation 13).
- 25.2. Combat gear and uniforms must be functional in terms of the environment where security staff are deployed. Enough uniforms to be provided to each security officer.
 - Rain suits

- Sunscreen/eye protection
 - Safety boots
 - Umbrella
 - Winter Coats/ Gloves
 - Hat / sun protection
 - Combat wear
 - Hard hat three pin chin strap
 - Safety water boots
- 25.3. Bullet proof vests shall be worn as part of uniform by all security officers. SA mix level III. Body cams with live view monitoring (when required) should form part of the equipment placed on the Level 3 bullet proof vests. Vehicle tracking (mentioned in the document) but it needs to come with live tracking which must be always available in the control centre.
- 25.4. Baton, handcuffs, and pepper spray shall be issued to all SOs.
- 25.5. For obvious hygiene and safety reasons, each Security officer must be issued with his/her own bullet proof vest.

26. Risk and Insurance Cover

- For any event, the liability of the Contractor to the Employer of or damage to the Employer's property is limited to the amount of 100% which will be stated in the Contract Data.
- Risk and Insurance Cover must be complied to as per NEC Clause no.83 in conjunction with clause X17. Law service damages refers the Contractor covering the costs suffered by the Employer due to poor performance or omission of the Contractor.

27. Non-Performance

In the event that the Employer's material or equipment is stolen, lost or damaged while the Contractor's guards are on duty or contracted to be on duty and, upon investigation by the Employer it is found to be as a result of default in any of its obligations or negligence under this Contract by the Contractor or its employees/guards, the Contractor shall be held liable for the total cost and payment of stolen, lost and/or damaged material or equipment. Payment shall be made by the Contractor within 30 days of notification/invoice from the Employer. If the Contractor fails to make payment within 30 days, the Employer may set off the amount by deducting it from a subsequent invoice for payment to the Contractor. Eskom shall impose penalties as the following schedule of Deficiency and Penalties if any non-conformance by the Contractor is noted.

NO.	DEFICIENCY	PENALTY
1	Security officer (SO) not posted on duty as agreed upon. (Short posting)	One shift cost deduction (12hrs)
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.	One shift 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	One shift cost deduction
8	SO, without a functional torch or spotlight	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	SO not armed in one shift	50% deduction of the shift rate
11	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 don\
12	Late reporting of patrol teams at designated reporting site.	Total shift cost deduction (i.e., the cost for the SOs, vehicle and don
13	Losses suffered because of theft	To be recovered from company

28. Cessation, delegation, and assignment

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

29. Ethics

Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

30. Confidentiality

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, the *Contractor* ensures that the provisions of disclosure are complied with by the recipient.

If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the Employer.

If 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. If 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.

The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, while Providing the Service and after the end of the *service period*, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

31. Contractual terms and Payments

Acceptance of the Contractor's Offer shall form an agreement between the *Employer* and the contractor upon the terms and conditions contained in this agreement.