

	Gauteng Cluster C3 1 TSC1 Employer Service Information	Security Contract
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PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The fundamental purpose of personnel performing specialised security functions (Tactical Response Services) is to ensure the safeguarding of people, information, assets, processes and systems within Gauteng Cluster. The job outputs shall be aligned to Eskom approved job description and work instruction.

The scope of Tactical Response Services across Gauteng Cluster shall includes, but not be limited to the following:

- A minimum of Grade C armed security officers for vehicle patrols and escorts for Eskom employees/contractors/service providers deployed in high risk areas or performing high risk tasks (as determined by the business risk assessment).
- Safe guarding and escorting of vulnerable high value assets
- Evacuating of employees held hostage by disgruntled communities
- Crowd control
- Safe guarding crime scenes for the preservations of evidence
- Site monitoring and patrols to identified hot spot areas
- Static guarding at high risk areas for a specific period as and when required

Tactical Armed Response will be required to intervene when there is escalations of volatile situations affecting Eskom employees, assets and contractors at projects sites

1.2 Employer's requirements for the service

As per scope of works

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2 Management strategy and start up.

2.1 The Contractor's plan for the service

To be inserted after award before contract signing, upon agreement of the plan between the Employer and the Service Provider.

In the TSC3 the Contractor's plan is his "design" for performing the service throughout the service period. Section 2 of the conditions of contract describes what the Contractor is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the Contractor's plan will depend on whether the Contractor is required to develop a plan in accordance with the Employer's broad outline of the service or whether the Employer has provided a plan for the Contractor to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the Contractor's plan.

Use this section to describe any particulars which must be taken into account by the Contractor in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the Contractor's plan.

2.2 Management meetings

To be populated upon agreement of the plan as indicated in 2.1 above.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Daily before work commencement	On site	Employer and Contractor
Overall contract progress and feedback	Monthly	On site	Employer and Contractor
Scope of Work	Daily before work commencement	On site	Employer and Contractor

- 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

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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

Organogram of key personnel from the Service Provider to be inserted after tender award before contract is signed.

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogramme from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

2.4 Documentation control

- Documentation will be identified with an alpha numeric, which indicates source, recipient, communication number, etc.
- All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself.

2.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

**Eskom Holdings SOC Limited
Accounts Payable Section
Megawatt Park
No. 1 Maxwell Drive
Sunninghill**

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Procedures for invoice submission and payment (e. g. electronic payment instructions)

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e-invoicing letter to vendors (CI Edited).



The process to ensure that Eskom pr

2.6 Insurance provided by the *Employer*

As stated for in the Employer's Assets All Risk Insurance Policy subject to an Insurance deductible payable by the Contractor in the amount of:

- Distribution Property – R2 Million
- All other properties – R2 Million.

2.7 Training workshops and technology transfer

The Contractor's employees are to be trained on all required courses, if they do not have. The Employers selected Employees are to be trained on all systems and drone operations.

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

2.8.1 Equipment

The *Employer* may wish to purchase the Mobile Guard Facility from the *Contractor* in course of the *service period*.

All drones are required to be handed over to the Employer upon completion of the contract period.

2.9 Management of work done by Task Order

Work will be executed by the administration of Task Orders

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional prices for service not included in the Price List, etc.

Task Orders may include things to be provided by the Employer under a Task Order and the conditions under which the Employer or Others are to work

Task Orders shall be issued for fixed and scope not covered in the contract, which at the time of the award could not be foreseen. A contingency for unforeseen scope, ad-hoc, etc. shall be budgeted for and approved by the Delegated Approval Authority, following the evaluation of tenders. To ensure costs for security contracts are controlled and properly managed, and to eliminate any irregularities on Task Orders, any new services for unforeseen scope is to be issued will require the prior approval of the Service Manager or SHEQS Manager. This is to mitigate this risk of cost escalations against a contract and irregularities associated with Task Order based contracts.

2.10 Contract termination due to non-conformances by the Intelligence Service Provider

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Contract termination shall be in accordance with the terms and conditions of contract. Non-conformances shall also be issued to suppliers in the event of non-conformance to security services requirements that are not attached to penalties. Continued non-conformance by the security services providers shall upon the evaluation of risks to the site lead to termination. While this is an option to be exercised by the Services Manager, it must be exercised as an avenue of last resort and must be effected after a complete view of the risks associated with such an action have been mitigated and a response plan formulated. Where the termination option is to be exercised, the Service Manager / Contract Manager shall seek legal advice from the Eskom Legal Department prior to effecting any termination on a contract.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Contractor shall control his activities and processes in accordance with the Occupational Health & Safety Act, No. 85 of 1993 and Eskom's Construction Safety, Health and Environmental Management, 32-136, Safety, Health, Environment and Quality Policy, EPC32-727 and SHE Requirements for the Eskom Commercial Process, ST32-726 to this Service Information.

3.2 Environmental constraints and management

The Contractor shall control his activities and processes in accordance with Environmental Requirements for the Procurement of Assets, Goods and Services, TST41-120 Rev. 2.

3.3 Quality assurance requirements

The Contractor shall control his activities and processes in accordance with Eskom's Supplier Quality Management Specification, 240-105658000 (QM-58) and ISO-9001 requirements.

3.4 Lost time injury reporting

Purpose of the LTIR Report

LTIR – is a proportional representation of work-related fatalities, lost-time injuries, or illness, excluding third-party-at-fault incidents. It is used internationally as a lagging indicator or measure of health and safety performance. Therefore, we collect all data from employees and contractor has to determine the LTIR for the cluster. There is a target set by Eskom that we are measured on which is currently 0.30.

Process

The Contractor is required to complete the report template on a weekly basis and submit it to the Eskom representative (Project Coordinator)

Template

The template must be completed with all the required information.
(Annexure A)

Verification

The Project Coordinator will verify the information captured on the LTIR report and submit to Contracts Management.

Submission

The Project Coordinator will submit the LTIR reports weekly (every Thursday by 10am) to Contracts Management.

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Uploading Report

Contracts Management will consolidate the reports for GOU Cluster weekly and upload it onto SharePoint. This report is submitted to the GOU Cluster GM and to GOU Cluster SHEQS.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Work will only commence after the instruction via Task Order and permit to work has been issued to the Contractor.

4.1.2 BBBEE and preferencing scheme

The *Contractor* must comply with all the minimum Broad Based Black Economic Empowerment (B-BBEE) status level of contributor in accordance with Eskom's B-BBEE policy.

4.1.3 Supplier Development, Localisation and Industrialisation (SDL&I) Undertaking

Skills Development

Eskom reserves the right to negotiate with the tenderer on Eskom's requirements. The outcome of the negotiations will be a contractual obligation. If negotiations are not required, the tenderer's SDL&I undertaking will become a contractual condition.

Skills development is designed to benefit the currently unemployed graduates from school; further education and training campuses; and universities.

The composition of these candidates must be representative of the population demographics of South Africa. Note that these targets for skills development candidates categorically exclude Eskom employees and registered learners.

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

NOTE 2: For each of the above training we require: One (1) candidate (for either of the training courses above) for every R2 Million worth of accumulated purchase orders that has been allocated to the contractor.

Job Opportunities

Tenderer to indicate number of Jobs to be created and/or retained from this contract.

These services will have direct and indirect benefits to the local community through job creation and skills development. All unskilled labour for these services shall be sourced from local communities within Distribution Gauteng Cluster.

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The *Contractor* in their submission will be required to indicate how many semi-skilled and unskilled jobs will be created and retained for local content.

Number of Jobs to be created
???

SDL&I Penalty

- Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.
- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the *Contractor* upon fulfilment of all SDL&I obligations at the end of the contract.
- Alternatively, the *Contractor* shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the *Contractor* upon fulfilment of all SDL&I Obligations.

Reporting and Monitoring

- The suppliers shall on a bi-annual basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier’s progress in delivering on their stated SDL&I commitments

4.2 Plant and Materials

4.2.1 Cataloguing requirements by the *Contractor*

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

The *Contractor* will be required to provide cataloguing information and labelling of all items with the *Employer’s* catalogued data, after contract award. See below attachment for the following:

- Appendix 3.1 Part A – Narrative to be included under the Works Information / Goods Information (Enquiry and Contract)
- Appendix 3.2 Part B – Acknowledgement Form (Mandatory tender returnable)
- Appendix 3.3 Part C – Excel Spreadsheet To Be Completed By The Supplier After Contract Award
- Appendix 3.4 Specification For Labelling
- Appendix 3.5 Example Cataloguing Templates

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Cataloguing
requirements by the C

5 Working on the Affected Property

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

The Service Providers Employees are expected to have access to the sites they are working at.

5.2 People restrictions, hours of work, conduct and records

It is very important that the *Contractor* keeps records of his people working on the Affected Property, should there be an incident during the execution of the *Service*; and *Service Manager* shall have access to these records at any given time.

5.3 Site services and facilities

5.3.1 Provided by the Employer

The Employer will provide designated areas for the set up and operation of the control room.