



Scope of Work Simmerpan Complex Security Services

SCOPE OF WORK SECURITY SIMMERPAN COMPLEX

USER REQUIREMENT SPECIFICATIONS FOR SECURITY SERVICE PROVIDERS
(SCOPE OF WORK)

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1. INTRODUCTION

The purpose of this document is to outline the scope of work for the security services to be provided at Simmerpan Complex which include the National Key Point. The document also outlines duties and expectations for both the employer and the contractor.

2. SUPPORTING CLAUSES

2.1 SCOPE OF WORK

2.1.1 Purpose

The purpose of this document is to ensure that the security services complies with the requirements of the Employer on site. The security services duties are required to comply with the following but not limited to:

- Ensuring the safety and security of persons , equipment and infrastructure at the National Key Point
- Reporting of suspicious security events that may pose security threats
- Crime prevention

2.1.2 Applicability

The document is applicable to guarding services provided at Simmerpan Complex including offices of which included is the National Key Point (the National Control Complex, Distribution wing, the data and energy Centre (DEC), the Control Room and the rest of the National Control Office Block as well as the Core). The guarding services are also applicable to employees, contractors, visitors as well as other parties gaining access to the Simmerpan Complex.

2.2 NORMATIVE / INFORMATIVE REFERENCES

- [1] National Key Point Act, Act 102 of 1980
- [2] National Key Point Directive, 1990
- [3] Private Security Industry Regulatory Authority
- [4] Wage Determination Act
- [4] Occupational Health and Safety Act

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3. DEFINITIONS AND ABBEVIATIONS

3.1 DEFINITIONS

Definitions	Explanations
Armed	Security officers with an fire-arm
Contractor	A Person or firm that undertakes a contract to provide materials or labour to perform a service or do a job.
Employer	A person or organisation that employs people.
Unarmed	Security officers without fire arms and with correct PPE
PSIRA Grade A	Site manager. Controlling and managing a number of functions. Managing the security workforce. Conducting risk assessments. Investigations. Problem solving.
PSIRA Grade B	Main function is access control in high-risk area where documentation and basic computer skills is required. A site or shift supervisor. Managing of lower grade security officers. Doing visits.
PSIRA Grade C	Main function is access control of a high risk area and supervision of lower grade security officers.
Security Breaches	A security breach means the negligent or intentional transgression or failure to comply with physical security measures.

3.2 ABBREVIATIONS

SO	Security Officer
NKP	National Key Point
OB	Occurrence Book
PSIRA	Private Security Industry Regulatory Authority
SAPS	South African Police Services

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4. ROLES AND RESPONSIBILITIES

The following section outlines the roles and responsibilities of the employer and the contractor

4.1 ROLE OF THE EMPLOYER

- Detailed Standard Operating Procedures. Procedures will be provided by the Employer.

4.2 CONTRACTOR RESPONSIBILITIES

- To ensure that their personnel undergo Reg21 and NKP (50 hours) training as per Eskom standard and government legislation
- The Contractor must be a legally constituted entity allowed to render security services;
- The Contractor must be registered with the Security Industry Regulatory Authority (PSIRA):
- All personnel employed by the Contractor must be registered with PSIRA and carry proof of registration when on duty;
- The Contractor must have a valid licence for all firearms in use;
- All security guards wages / salaries must be in accordance with the Wage Determination Act;
- The Contractor must operate a properly equipped Control Room 24 hours per day;
- 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;
- In the event of a security incident taking place, the guards on duty must report the incident to the control room immediately Eskom Protective Services, and properly record the incident in the occurrence book;
- The control room must notify the Protective Services representative and Site Owner of any security incident immediately;
- Every site must have 24-hour communication with the Contractor's Control Room, either by radio or cellular phone supplied by the Contractor;
- Supervisory staff of the Contractor must react to any security incident within a maximum of 2 hours of the incident being reported to their control room. A preliminary report to be supplied to the 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;
- 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;
- Guards on duty must be provided with batons, Torches and handcuffs;

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- A Work Instruction per site must be formulated by the Security Services representative, the security Contractor and the Eskom Site Owner;
- Guards must be trained and fully conversant with the Work Instruction for the site where they are posted;
- Every site must be equipped with an Occurrence Book by the contractor. 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;
- Every site must be equipped with a Visitors Register provided by Eskom. 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;
- 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;
- The Contractor's supervisory/managerial staff must attend monthly Eskom Safety and contracts meetings at Simmerpan Complex;
- Guards must comply with the Occupational Health and Safety Act .They must be briefed on and adhere to Eskom's Safety Standards and Procedures.
- All registers must be handed to Eskom Protective Services when they are fully used or when requested to do so.

4.3 RESPONSIBILITIES OF THE CONTRACTOR SECURITY SITE REPRESENTATIVE

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

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

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5. GUARDING DUTIES

VISITOR MANAGEMENT

- Conduct Covid19 screening and follow all the required procedures.
- Positive identification of visitors entering the premises at all times (SA ID, passport, drivers licence)
- Recording of visitors details electronically or manually
- Confirm appointment and/or all visitors must be accompanied by a host at all times
- Facilitation of visitors (receipt signed by host when exiting the premises)
- Ensure declaration of equipment and issuing of permits
- Ensure prohibited items (rules/ regulations applicable) do not enter the premises
- Perform random searches

ESKOM EMPLOYEES

- Conduct Covid19 screening and follow all the required procedures.
- Identification of Eskom employees only by means of Eskom ID card.
- Ensure that employees without cards are treated as visitors and details recorded accordingly
- Removal permits
- Perform random searches
- Ensure prohibited items do not enter the premises
- Declaration of equipment

VEHICLE CONTROL

For all vehicles entering the premises, the guards are expected to ensure the following information is provided:

- Identification of persons entering the premises (employee/ Contractor/ visitor).
- Confirmation of appointment by visitors upon entry;
- Vehicle random searches are done;
- Ensure no unnecessary use of disabled/ reserved parking spaces.

PATROLS (Foot and Vehicle)

Patrols are to be performed on foot or with a use of a vehicle depending on the need. Patrol routes and times will vary according to site requirements however the following is applicable:

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

6. SECURITY BREACHES AND INCIDENTS

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

The guards are expected to ensure the following breaches and incidents are prevented and reported to and are recorded on the occurrence book.
Examples are but not limited thereto:

- Fence tampering/ penetration;
- Unauthorised access;
- Discharge of a firearm;
- Activation of alarm;
- Non-compliance to security systems and systems technology;
- Tampering with systems;
- Accidents;
- Injuries;
- Damage to equipment;
- Non-compliance with rules, procedures and directives;
- Non-conforming behaviour.

Guards are expected to report the incident without delay on the occurrence book and alert authorities and or Eskom management.

6.1 ACCESS CONTROL AFTER HOURS, WEEKENDS AND PUBLIC HOLIDAYS

All persons (employees and non-employees) wanting access after- hours, weekends and public holidays are required to record all relevant information in the After Hours Register to be completed by the SO. This includes all pedestrian and vehicle access. The SO must personally complete all the details in the After Hours Register and ensure that all information is legible and accurate. All persons inside the vehicle or accompanying the employee must be recorded in the register. Any attempts of unauthorized access must be recorded in the OB and access must be denied. The matter must also immediately be reported to the Employer. Where unauthorized access is gained, the Employer must immediately be informed.

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6.2 ACCESS CONTROL

All attempts of unauthorized access must immediately be reported to the Contractor's control room, the Employer and person responsible for the site. In the event of a person being caught attempting to gain unauthorized access, the person must be detained and the Employer must be immediately informed of the situation. The assistance of the SAPS may be called upon to assist if deemed necessary.

6.3 SEARCHING OF PERSONS AND VEHICLES

The searching of persons and/or vehicles entering/exiting Eskom premises is the responsibility of the SO on duty at the security post and must be in accordance with the Criminal Procedure Act and the law in general.

6.4 SHIFT RELIEF/HAND OVER PROCEDURE

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

- A Security Officer shall not leave his/her post of duty unless his/her relief has arrived.
- The Security officer taking over must satisfy himself/herself that all is in order before accepting full responsibility. He/she must check that any equipment, torches, two-way radios, telephones, firearms, etc. are on hand and in operational order. He/she must also ensure that all required registers are up to date and on hand. Should there be any keys on hand, these must also be checked. The Security officer taking over duty must make an appropriate entry in the OB thereby verifying that all is in order at shift take-over. Any shortcomings must be reported to the security supervisor and Employer. It must also be recorded in the OB.
- On sites where Security officers perform patrol duties, the Security officer going off duty and the one reporting for duty will do one patrol together to ensure that all is in order before duty is handed over.
- The Security officer going off duty must stay and witness the Security officer taking over. He/she must make an entry in the OB stating his/her name and that he/she has handed over duty and full responsibilities to the new officer, stating his/her name. He/she must also state everything is in order and all equipment used is operational.
- The new Security officer must make an OB entry confirming that duty and responsibility have been taken over. He/she must also confirm that everything is in order and all equipment is on hand and operational.

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6.5 REMOVAL OF EQUIPMENT

The removal of company assets and bringing of private property onto Eskom premises must be done in accordance with Eskom's Removal of Equipment policy and procedure. Copies of the removal permits OV28 Document should be at all posts should a person wishes' to remove an item from Eskom premises.

6.6 SECURITY REGISTERS

- The Employer will decide what security registers are required at each security post. In general the following security registers will be required: Occurrence Book and Visitors Register. The security register requirements are not limited to the aforementioned list. Where circumstances dictate any other type of register, the Employer will inform the Contractor accordingly of the relevant register requirement.
- All security registers and Occurrence Books are to be purchased by the Contractor. All registers and Occurrence Books shall remain the property of Eskom. The Contractor shall not place a security register on site unless the format thereof has been agreed to by the Employer. All completed registers will be kept by the Employer for the period of five years.
- The Contractor must ensure that the correct security registers are required on site are available at each security post at all times.
- Occurrence Books (OB) must be kept at all security posts. All security related incidents and any unusual occurrences must be recorded per OB reference number in adequate detail for easy understanding. All visits by the Employer or Contractor's supervisors and management and armed response Contractor must be recorded in the OB by the person visiting the site. The SO on duty must counter sign the entry.
- The Security officers are responsible for filling in the information on all the security registers. The required information must be completed legibly and accurately. The Contractor must ensure that the Security officer adheres to this requirement at all times.
- Security registers must be kept neat and tidy. Under no circumstances are pages to be torn out.
- Full registers must be handed to the Employer for filing for 5 years.
- All security registers shall be in bound book form and the pages must be numbered, loose pages are not acceptable and the contractor will be financially penalized by the Employer if any non-conformance is noted in this regard.

7. COMMUNICATION STRATEGY

7.1 COMMUNICATION BETWEEN AN EMPLOYER AND A CONTRACTOR

- Daily feedback to be given off all incidents, systems and employment.

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- Weekly feedback and reports off all activities that happened for the week and action plans to prevent any operational issues to be to be provided to the employer
- Monthly comprehensive report of all incidences to be provided

7.2 ONSITE COMMUNICATION

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

- Where the site requires that two-way radios be part of the security equipment, these radios must be provided by the Contractor. The number of radios required will be determined by the Employer. Battery chargers must also be provided to ensure that at no time the radios are inoperable due to flat batteries. Batteries should also be on site for use while the initial batteries are being charged. Such radios must be able to communicate with the Contractors control room 24hr where necessary.
- A Telephone Register must be maintained at all posts where there are telephones. All calls must be recorded in this register. Any telephone calls not recorded in the Telephone Register will be recovered from the Contractor.
- Under certain circumstances the Contractor may be required to make available cellular phones for official use. Such requests will be made and approved by the Employer. The Contractor shall provide torches at all security posts where security services are required at night. These torches shall be operational and on hand at all times. The Contractor must ensure that sufficient batteries and globes are available at all times. Under no circumstances may torches be out of operation for any reason whatsoever.
- Additional security equipment such as handheld metal detectors, guard dogs etc. may be required from time to time. Any security equipment required will jointly be agreed upon by the Employer as per site requirement. The Contractor will be informed accordingly and shall provide all the required equipment within timeframes agreed upon with the Employer.

8. KEY CONTROL

- Under normal circumstances security officers should not be entrusted to keep or safeguard office, building or vehicle keys. Proper key control as per site requirement must be maintained by security officers entrusted with keys used by Eskom at all times. Should losses occur due to lack of key control or unauthorized use of keys by security officers; The Contractor will be held liable for such losses.
- Under no circumstances must SO's accept any keys unless prior arrangements and approval has been conveyed to do so by the Employer.
- Security officers must not accept vehicle keys or drive / park vehicles at the request of any employee, visitor or Contractor.

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9. RESPONSE TO FIRE

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

10. UNIFORMS

Wearing of uniform is compulsory and as per PSIRA requirements. Corporate wear shall be worn at Office buildings and combat uniform for field work.

- Uniforms must always be clean and correctly worn. The uniform must be in good condition.
- The winter uniform should include a warm coat, boots, gloves and a beanie..
- Personal protective equipment (PPE) must include Safety shoes, Surgical Masks, Raingear and level 3 bullet proof vest.
- 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.

11. RESPONSE TO EMERGENCIES

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

- Assist in emergency situations as instructed by the Supervisor/ Manager as per site specific emergency plans

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Scope of Work Simmerpan Complex Security Services

- Assist in executing the evacuation procedures as applicable to the site
- Ensure that all persons, employees, information and assets are protected
- Appropriate training in safety evacuation and emergency procedures
- Emergency contact numbers will be made available by Supervisor/ Site Manager, to Eskom Zero Control.

12. EQUIPMENT TO BE SUPPLIED BY THE CONTRACTOR

- All uniforms - Uniform must reflect company logo and PSIRA ID card.
- Bullet proof vest as per the standard
- Uniform issue must include baton, handcuffs, pen, pocket book and a flashlight.
- Personal protective equipment (PPE) must include bullet proof jacket / vest and Surgical Masks.
- Rain gear.
- Hand held radios (base 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.

13. EQUIPMENT TO BE SUPPLIED BY THE ESKOM

- Eskom's property supplied to the Contractor for the execution of their duties remains the property of Eskom and will at any time be available for inspection by the Employer. Any such property in the possession of the Contractor on completion of the Contract agreement will be returned to the Employer in the same workable condition that it was handed to the Contractor.
- The Contractor will be responsible at all times for any loss of or damage to the Employers property in his possession, and if required the Contractor will furnish such security for the payment of any such loss or damage as the Employer may require.

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13.1 CATEGORIES OF LABOUR REQUIRED

- Site representative
- Uniform according to PSIRA requirements.
- Male and female PSIRA Grade registered security officers, firearm competent Security Officers (must be competent in pistol). Firearm competency training certificates to be produced to the Employer every six months.
- No work permits will be allowed for non - South African
- Physical and mentally fit for the job
- At least 2 years' experience in the security environment
- Physical medical evaluation reports to be submitted to the Employer every six months at the cost of the Security Contractor.

13.2 TASK INSTRUCTION PROCESS

- A task order has to be issued by the Site Employer, Physical Security Services, in consultation with the Contractor Manager for each assignment.
- The task instruction must include the following; a detailed scope/description of the guarding services required – be performed by the Contractor (deliverables), including take-over, completion dates.
- Any specific requirements related to the quality standards for the services required.
- Any constraints relevant to the services.
- Any specific criteria related to the suitability of sub-contractors and or suppliers to provide the service and/or reports.
- Contractor to prepare the quote after they received the task instruction (with the above details) as per agreed price structure.
- Both parties to reply / respond within 48 hours for acceptance and quote.
- Service only to commence after official approval by the *Employer* (Contracts /Owner).
- Contractor to inform the Employer by submitting immediately an early warning of any material deviation from the amount and/or time constraints submitted in the task order. Approval to be obtained from Employer for any early warning changes before the investigation can continue.
- Task Instruction and Employers Instruction to be included in NEC contract as samples.

13.3 TIME SHEETS

Daily time sheets to specify hours worked per shift per guard. Time sheets for each shift based on actual time spent to be completed and to be signed off by the shift supervisor on a daily basis. Time sheets approved by the Employer to be submitted with invoices for payments.

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14. OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

The supplier shall provide the following:

- A baseline risk assessment
- H&S costing
- Appointment and Competencies
- Acknowledgement of Eskom's rules & requirements
- Health and Safety Plan
- Valid Letter of Good Standing
- Medical fitness certificate x 1 or Medical surveillance Programme
- SHE policy

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15. SUPPLIER CODE OF CONDUCT CONTRACTED SECURITY CONTRACTORS

15.1 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.

15.2 STANDARD OF PERFORMANCE

The Contractor shall comply with the following:

- 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 service are rendered.
- All staffing will comply with the Eskom requirements.
- Ensure that all assigned personnel pass comprehensive pre-employment background/reference check.
- Ensure that all its officers (confirmed for employment at Eskom sites) shall report for all shifts 15 minutes before the aforementioned hour as to facilitate a smooth shift change over.
- Ensure that its employees do not contravene the legislative prescripts. If the *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.
- 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).

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- 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.

- 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.

Further, the Contractor shall submit certified copies of the following for each of its personnel:

- South African Police Services record check
- Grade A, B & C PSIRA certificate for all guards
- Grade B PSIRA certificate for the directors of the company
- Matric certificate or any other school qualifications
- Other security related qualifications
- Valid driver's license code 08
- Identity document
- Original letter from a doctor confirming that the employee is healthy and can be subjected to physical and firearm assessments.
- Firearm competencies issued by SAPS
- NKP certificates

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15.3 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:

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

16. PENALTIES

The Employer shall impose penalties in terms of the following:

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

16.1 STAFFING AND ASSOCIATED PENALTIES

16.1.1 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

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during the term of the contract. Employer will only pay for the services requested as per the Task Instruction.

16.1.2 SHORTFILLS

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

16.1.3 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.

16.1.4 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.

16.1.5 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

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lead to penalties being imposed against the company. The acceptable turnover rate is thirty percent (30%) or less of total number of personnel.

16.2 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.

17. 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.

18. NON- CONFORMANCES AND FAILURE TO PERFORM

The contractor will be liable for any loss incurred by Eskom due to the failure of the contractor to perform as expected. It is the contractor's responsibility to make sure that it understand its responsibility before accepting the contract.

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Appendix : Schedule of Low Service Damages: Deficiencies and Penalties

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

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			meeting with the security contractor owners.		
4	Sleeping on duty /deserting the post /negligence in the performance of his /her duties/eating at post/post/reading newspaper at post	Sleeping on duty –removing the guard from the site and deduction of shift payment. Deserting post – deduction of shift Neglecting duties – guards must be warned	Contractor must remove the guard from the site. Shift payment deducted + letter of non-performance Eskom Employer must call for a meeting with the security contractor owners.	Contractor must remove the guard and replace him / her (that guard must never be used on an Eskom site again)	If this practice continues, the contract must be terminated.
5	Guard late for duty	Verbal or written warning to the company	One shift payment deducted. Guard must be replaced	Contractor must remove the guard and replace him / her (that guard must never be used on an Eskom site again) Eskom Manager must call for a meeting with the security contractor owners.	If this practice continues, the contract must be terminated.
6	Invalid / illegal firearm permits	Written warning to the guard or company No payment for the lacking / defective item(s)	Written warning about defective / lacking item(s) + non- performance letter to the company	Final warning – Manager calls the SC owner and hands him the letter (7 days' notice to rectify the situation)	If this practice continues, the contract must be terminated.
7	Guard(s) unable to carry out	SC must replace the security	Final written warning	Eskom Employer must call for a meeting with	Apart from any warnings or fines, the SC

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	duties effectively (not trained to work on this site)	guard(s) immediately.	SC must replace security guard(s)	security contractor owners. Contract agreement must be terminated.	must rectify the deficiency within one hour of notification
8	Loss of any Eskom equipment or tools	Investigation must be conducted by Employer and the security Contractor	Depending on the severity of this case, final written warning or termination of the contract.	Eskom Employer must call for a meeting with the security contractor owners. Contract agreement must be terminated.	When there is a loss, at any time, the Contractor will be liable for payment of the loss
9	Posting security officers without the knowledge of the client	50% of shift payment	Full shift payment	Eskom Employer must call for a meeting with the security contractor owners. Contract agreement must be terminated for repeat offences	If this practice continues, the contract must be terminated.
10	Failure to relieve security officers at end of tour of duty	50% of shift payment	Full shift payment	Eskom Employer must call for a meeting with the security contractor owners. Contract agreement must be terminated	If this practice continues, the contract must be terminated.

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

Part(s) of uniform	R 1000 per shift, per security official
Identity card	R 200 per shift, per security official

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Flashlight and batteries	R 200 per shift, per security official
Battery pack	R 200 per shift, per security official
Base radio	R 1000 per shift, per site

NB. All non-performance letters must be handed to the security company owner(s) in the presence of the 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-performance(s). The contract non-performance procedure must be followed at all times.

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