



Scope of Work:
Transmission Northern Grid Physical
Guarding Services

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**Scope of Work:
Transmission Northern Grid Physical Guarding Services
for Rustenburg CLN**

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1. Introduction

The aim of the services is to protect the assets, employees, and visitors at substations and offices. The scope of work for Transmission Northern Grid is Category A. The requirements are as follows:

- a) Substations and Offices require a 24/7 unarmed physical static guarding at substations and offices. Services includes access control, foot patrol around the premises, and armed response linked to a control room. The sites also require escort services and armed response in risky or dangerous areas, especially during the night. Security guards cell phones and panic buttons should be linked to control and dispatch centre.
- b) Transmission Lines require regular patrols, and an armed response. The armed response should be linked to a control room. Line patrols includes inspections of towers for possible theft and vandalism.

2. Bill of Quantities

- Substation reaction team based in Rustenburg and Brits.
- Transmission Lines patrol and armed reaction team based in Rustenburg.

Table 1: Security staffing requirements

	SITE	Day shift Grade C	Night Shift Grade C	Total Grade C		Armed Response Grade C	Supervisor Grade B
Rustenburg CLN Substations and Static Guarding, Escort, Armed Reaction and Line patrol	Bighorn Substation (Rustenburg)	2	4	6		4 x Guards based in Rustenburg	
	Ararat Substation (Rustenburg)	2	3	5			
	Marang Substation (Rustenburg)	2	3	5			
	Dinaledi Substation (Brits)	2	3	5			
	Trident Substation (Rustenburg)	2	3	5			
	Ngwedi Substation (Rustenburg)	2	3	5			
	Rustenburg Office	1	2	3			
	Ararat-Spitkop 275kV line 1 & 2 Bighorn-Trident 275kV line 1 Bighorn-Marang 400kV line 1 Bighorn-Spitskop 400kV line 1 Bighorn-Dinaledi 400kV line 1 Apollo-Dinaledi 400kV line 1 Bighorn-Pluto 275kV line 1 Marang-Ngwedi 400kV line 1 1 x Kombi for transportation of guards to remote sites (Fixed kilometre rate to apply)					4 x Guards based in Brits	2
	Contingency Grade C Guards (As When needed)	2	2	4		8 Guards for L&S Armed Reaction	
	TOTAL	15	23	38		(16 x Grade C Reaction Officers)	2

Table 2: Bill of Quantities

Item	Description	Quantity (A)	Unit (B)	RATE PSIRA (C)	Total per month (D=A x C)	Total 36 months T = D x 36)
01	Area Supervisor Grade B Officer**	2	Per Month			
02	Guarding officer Grade C Officer	34	Per Month			
03	Guarding officer Grade C Officer (As and when required)	4	Per Month			
04	Substation reaction team Grade C (Two officers, one vehicle (4x4)	8	Per month			
05	1 x Kombi for transportation of guards on fixed rate not per kilometre	1	Per month			
06	Mobile Guardhouse	As and when required	As and when required, once off			
07	Ablution Facility: Toilet	As and when required	As and when required, once off			
09	HV Yards Intruder Detection System (Linked to supplier Control Room)	8 per HV Yards	At owner's cost (ref Section 4.6 (m)			
10						
11						
12	(a) Lines' reaction team Grade C (Two officers, one all-terrain vehicle (4x4))	8 guards	Per Month			
	(b) Patrol (kilometres)	20000km Maximum (maximum KM per vehicle is 5000 per month	Per Month			
13	GRAND TOTAL (36 MONTHS)					

3. Description of services

3.1 Static Security Services

- 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 irregular intervals and not in a specific sequence, to detect the presence of unauthorized persons, suspicious activities and/or occurrences that may endanger people and assets.
- d) Static guarding sites must be equipped with a panic button and a guard monitoring system 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) Eskom reserves the right to alter the number of security officers per site as to their satisfaction, needs, requirements and to the possibility of total removal of security officers from sites and installing security systems at such sites.
- h) The use of dogs may be required at specified static sites for night shift patrols, hence the contractor must be capable to deliver on such.
- i) Ad hoc security services maybe required from the contractor, from which the contractor will be expected to provide with such services within a maximum of 4 hours after the request has been made and the same rate as per contract applies

3.2 Crime Prevention Patrols and Armed Response

- a) Execution of crime prevention patrols of critical network infrastructure and hotspot areas including any other specified Eskom sites within the boundaries of Northern Grid.
- b) Visiting and patrolling of Eskom sites at irregular intervals and not in a specific sequence, to detect the presence of unauthorized person, suspicious activities or occurrences that may endanger personnel or critical network infrastructure
- c) Prevention of unauthorised removal of Eskom assets from Eskom sites and network infrastructure.
- d) Perform armed response activities to substations, Eskom offices, and network infrastructure and hotspot areas in the assigned area of operation.
- e) Provide escort duties to Eskom employees and contractors while working in hotspot areas and as required by Eskom.
- f) The use of dogs for night shift patrols is a requirement for the predetermined and specified areas.
- g) The patrol teams will be expected to report for duty at a specified Eskom site and control room before commencement with patrol activities. Eskom reserves the right to change the reporting base within the boundaries of the allocated geographical area.
- h) The Eskom Security Project Manager or his/her delegate reserves the right to re-direct crime prevention activities in his/her area of responsibility.
- i) No deviations from the operational plan without the authorization of the Eskom Security Project Manager or his/her delegate will be permitted
- j) The security service providers' duties are not limited to the above but shall include any other legal security activities that Eskom may introduce in order to enhance security in the Northern Grid, in line with the security services outlined here above and such activities shall be communicated to the Service provider in writing.

4. Contract Requirements

4.1 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. Eskom reserves the right to immediately terminate services of any company not in good standing with PSIRA.
- c) The company must have an established and functional 24-hour security control room and Eskom reserves the right to conduct inspections of the facilities.
- d) The company should meet all the site(s) requirements and be in a position to render the required services without fail.
- e) 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. nonpayment of Security officers' salaries/wages will be considered a serious breach in terms of this contract as it has adverse effect on the services to be rendered.
- f) Service provider should have sound knowledge of applicable South African legislation and ensure compliance thereto.
- g) The contractor will be expected to attend weekly operational and monthly contract management meetings.
- h) 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.

4.2 Security Officers

- a) All Security officers must be registered with PSIRA grade C and above.
- b) Security officers must be in possession of their PSIRA and company ID card at all times.
- c) All security officers must be unarmed at all times, unless otherwise stated/unless performing reaction/patrol activities.
- d) Armed security officers must possess firearm competency certificates (issued by SAPS) and carry it at all times.
- e) Armed security officers must always carry firearm permits as per the Firearm Control Act.
- f) Armed security officers must have completed SASSETA training on the specific firearms they are expected to use.
- g) Armed security officers should have undergone Regulation 21 training and continue to do so for at least once per year.
- h) 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.

- i) 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.
- j) Security officers will be expected to sign a declaration of secrecy, before commencements of their duties in terms of this contract.
- k) Security officers may be subjected to a screening process.
- l) 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.
- m) Security officers should be able to read and write and express themselves well in English.
- n) Security officers may be required to undergo a polygraph test as and when required.
- o) Security officers tasked as dog handlers must have been trained at an accredited institution and have appropriate qualification as dog handlers.
- 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.

4.3 Shifts

- a) The security service is required 24 hours a day on a two-shift cycle i.e., Day shift: 06:00 to 18:00 and Day shift: 18:00 to 06:00.
- b) 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.
- 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.

4.4 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 (wooden hat).
- d) Personal protective equipment (PPE) must include safety shoes, raingear and bullet proof vest Level III (inclusive of the plates).
- e) 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.
- f) For obvious hygiene and safety reasons, each Security officer must be issued with his/her own bullet proof vest.

4.5 Firearms

- g) 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.
- h) Armed Security officers must have valid competency certificates for the specific firearm in possession thereof and Firearm Refresher Training
- i) Security Company is responsible for providing firearms, ammunition, firearm safe and registers as per Firearm Act.
- j) Only company firearms licensed in the security service providers name may be utilised as per this contract.
- k) The contractor must ensure provision of equipment/facilities for making firearms safe. A procedure to that effect, should also be in place.
- l) Each armed security officer must be provided with two full (ammunition) magazines.
- m) The service provider must ensure that security officer's private firearms are not utilised for their business purposes, in terms of this contract.

4.6 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 there are no existing facilities, Security officers are must be provided with water, ablution facilities and shelter
- d) The following equipment must be supplied unless otherwise stated
- e) Two-way radios or company Push-to-talk (PTT) must be linked to Security Service provider/Contractor's control room (per site)
- f) Firearms – as per Site specification
- g) Firearms safe – as per SAPS & SABS specifications
- h) Torches, batteries/chargers (minimum of two cells)
- i) Spotlights for Crime prevention patrols
- j) Handcuffs
- k) Batons – where firearms are not required
- l) Pocket book, black and red pen
- m) Intruder Detection system and Guard Monitoring Systems, including panic buttons to be serviceable at all times, and service records to be produced monthly, and supplied and serviced: (Panic Button); Real Time Guard Monitoring system); Guard Monitoring System)

4.7 Vehicles

- a) The contractor must ensure that vehicles 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 contractor's costs.
- e) All vehicles must start off each shift with a full tank (fuel).
- f) All vehicles must be registered under the contractor's name and be branded with the contractors' company name.
- 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 and SABS approved for such purpose.

4.8 Communication

- a) Communication between security control room and Security officers must be adequate, reliable and sustainable.
- b) All guards posted on sites must be issued with fully functional panic buttons linked to the Company control room and reaction vehicles monitored for 24 hours

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

4.9 Armed Reaction Teams

- a) The control room operator must dispatch armed reaction teams to respond to emergencies upon the receipt of panic button signal.
- b) Armed reaction teams will consist of the following:
 - The company's armed reaction team as per the contract.
 - The Local SAPS
 - Eskom Security Officer on standby
- c) The control room operator must declare details of vehicles to be used by armed reaction teams to the local SAPS for identification purposes.
- d) The control room operator must enter all transactions related to the incidents and make them available for investigation purposes.

4.10 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.

4.11 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 **(all incidents to be reported before the end of shift)**.
- 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 on-going criminal activities.
- d) Weekly and monthly 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.

4.12 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.

4.13 Inspections / Site Visits and Leadership Visibility

- a) Eskom will carry out random inspections and evaluation visits.
- b) The Directors of Security Companies must visit sites at least 3 times during the day, and 3 times during the night monthly.
- c) As part of the above visits, Security officer may be taken off site for practical and theoretical evaluation at a suitable location.

- d) Eskom reserves the right to visit and conduct inspection of the contractor's control rooms and carry out evaluation at any random time.
- e) The security contractor must comply fully with all legislation, Eskom policies, standards and procedures.
- f) The Eskom reserves the right, to order the removal of a Security officer(s) who has been found not to be competent or negligent in his/her duties.
- g) Non-conformances are to be issued by Eskom should the Service provider fail to comply with the contract terms.
- h) No security officers are to be deployed on Eskom sites or as per this contract without written confirmation from Eskom that they have satisfied the stipulated minimum requirements as per this contract.

4.14 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.

- a) List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.
- b) Certified ID copies and PSIRA certificates of all security officers.
- c) Certified copies of matric/Grade 12 certificates.
- d) Certified copies of firearm competency certificates of the security officers.
- e) List of all firearms to be used and certified copies of the licenses.
- f) Certified copies of all Security officers' firearm competency certificates.
- g) Certified copies of SASSETA training certificates for all armed Security officers.
- h) Certified copies of the company and Directors PSIRA registrations certificates.
- i) Criminal check records as proof that the Security officers have not been convicted of any criminal offence.
- j) Certified copies of Advance driving course, for all drivers.
- k) Certified copies of computer training certificates, for control room operators.
- l) Certified copies of control room operations training
- m) Certified copies of Advance driving course for all drivers.
- n) Certified copies of Dog handlers training certificates for all handlers.
- o) A list of all vehicles and maintenance records for vehicles to be used as per this contract.
- p) Driver risk profiles must be submitted for every driver as per this contractor.
- q) A compressive risk assessment and a site risk assessment report for all sites.
- r) Emergency Preparedness and response procedure with relevant contact details.

4.15 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:

- a) Wearing of uniform standard.
- b) Communication procedure.
- c) Firearm handling procedure.
- d) Shift changes schedule.

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

5. Schedule of Deficiency and Penalties

DEFICIENCY		PENALTY	FREQUENCY
1	Security officer (SO not posted on duty or K9(Dog) not posted on duty as agreed upon (Short posting)	One shift cost deduction and issue a written Warning letter to the Contractor	Per Incident
2	SO intoxicated/ or under the influence of liquor or drugs.	Permanent removal of SO from Eskom contract duties. One shift cost deduction if no replacement is done within 30 minutes	Per Incident
3	Refusal by SO to comply with lawful instruction.	Permanent removal of SO from Eskom contract duties.	Per Incident
4	Sleeping on duty.	One shift less: Issue a written Warning letter to the Contractor	Per Incident
5	Desertion of post by SO	One shift cost deduction	Per Incident
6	Negligence by SO in the performance of their duties or breach of security	A joint investigation will be conducted. Decision on liability will be determined by such investigation. If there is evidence of negligence, the Service Provider will be held liable for losses. Permanent removal of SO from Eskom contract duties.	Per Incident
7	SO late for duty (tantamount to short posting)	One shift cost deduction	Per Incident
8	Guard(s) not equipped with required specified equipment or non-functioning equipment. These include but not limited to: Bullet-proof vests (L3 SA MIX SABS)/Vests worn without plates Torch Radio/Contract Cell phone Panic linked to an independent armed response company Real time monitoring unit Uniform/Name tags	A joint verification of related equipment and confirmation of non-compliance. Related item is to be replaced or provided immediately to ensure effective security service is provided. Notation in OB book. 20% of shift cost 2 nd Offence: 50% of shift cost. 3 rd Offence: One shift cost deduction & Issue written warning to the Contractor	Per Incident
9	SO without a functional torch or spotlight	10% deduction of the SO shift rate	Per Incident

10	SO or site without a functional radio or PTT or Cell phone or not in possession of a baton or handcuffs	10% deduction of the total monthly site cost	Per Incident
11	No functional panic button on site	10% deduction of the total monthly running cost	Per Incident
12	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	Per Incident
13	SO not armed in one shift	50% deduction of the shift rate	Per Incident
14	Non submission of vehicle tracking, Intruder detection and guard monitoring reports	Non-payments of the total services (i.e., the cost for the SOs, vehicle, equipment) and issue written warning to the Contractor	Per Incident
15	Non submission of site inspections reports/mileage sheets and weekly Crime prevention plan by patrol/response team/escorting/TRT.	Non-payments of the total services (i.e., the cost for the SOs, vehicle) and issue written Warning to the Contractor	Per Incident
16	Late reporting of patrol teams/response team/escorting/TRT at designated reporting site.	Total shift cost deduction (i.e., the cost for the SOs, vehicle) and issue written Warning to the Contractor	Per Incident
17	SO not wearing proper uniform items or uniform is worn out or No Fire Extinguisher or First Aid Kit	One shift cost deduction	Per Incident
18	SO not in possession of a baton or handcuffs	10% deduction of the SO shift rate	Per Incident
19	Unavailability of patrol/escorting, TRT teams on call out notification to Eskom Security Contract Manager/Supervisor.	A written notice of non-compliance will be issued. 2 nd Offence: Second written notice of non-compliance 3 rd Offence: A final written notice of non-compliance (9.1 Notice) if no charge after the Final written warning a contract will be terminated in line with the termination clause of the Contract	Per Incident
20	Staff not being paid by service provider, which compromises the quality and effectiveness of the provided service to Eskom	If a company is found not to have paid staff accordingly and not notified Eskom in advance. This is considered unfair labour practice First of non-compliance will be issued. 2 nd Offence: Second written notice of non-compliance 3 rd Offence: A final written notice of non-compliance if no change after the Final written warning a contract will be terminated in line with the termination clause of the contract	Per Incident
21	Deviation from the required route without permission	One shift cost deduction	Per Incident
22	Failure of service provider to pay security officers on contracted date	R2000 deduction	Per Incident
23	Failure to ensure K9 (canine) is fed or has clean water at all times	100% of the shift rate	Per Incident

24	Failure to comply with legislation pertaining to canine welfare	100% of shift rate	Per Incident
25	Damage/Loss to the Eskom property	A joint investigation will be conducted. Decision on liability will be determined by such investigation. If there is evidence of negligence, the Service Provider will be held liable for losses/replacement/repairs.	Per Incident
26	Breach of Contract	First non-compliance will be issued. 2 nd Offence: Second written notice of non-compliance 3 rd Offence: A final written notice of non-compliance if no change after the Final written warning a contract will be terminated in line with the termination clause of the contract	Per incident
27	(a) Failure to comply with Investigation of Safety Incident on time (b) Late submission of Safety Incident report and related documentation as required by ESKOM.	First non-compliance will be issued. 2 nd Offence: Second written notice of non-compliance 3 rd Offence: A final written notice of non-compliance if no change after the Final written warning a contract will be terminated in line with the termination clause of the contract.	Per incident

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. In the event that the Contractor fails to make payment within 60 days, the Employer may set off the amount by deducting it from a subsequent invoice for payment to the Contractor.

6. Legislation Knowledge and Compliance

6.1 Legislative

- a) Income Tax Act, Act 58 of 1962
- b) Firearms Control Act, Act 60 of 2000
- c) Public Liability Insurance
- d) Basic Condition of Employment Act
- e) Private Security Industry Regulation Authority Act
- f) To act as authorized officers in terms of the Control of Access to Public Premises and Vehicles, Act 53 of 1985
- g) Occupational Health and Safety, Act 85 of 1993
- h) Compensation for Occupational Injuries and Diseases Act 130 of 1993
- i) Companies' Act or Registration with CIPRO
- j) Protection of Personal Information Act 4 of 2013

6.2 Company Compliance

- a) Reliability checks by relevant National Intelligence structures, security screening of security officials and signing of declaration of secrecy by security officials
- b) Adherence to all internal security policies and procedures of Eskom including Standard Operating Procedures (SOP)
- c) Contract security officers must not be allowed to access IT networks registries, communication networks or any sensitive/zoned sites when responding to the alarm
- d) To sign a Service Level Agreement with reference to Performance Standard Agreement and Non-performance Punitive Clauses
- e) In the event of non-performance by the contractor, Eskom Northern Grid reserves the right to cancel the contract immediately and replace that contractor
- f) All cost incurred as a result of such action will be recovered from the contractor
- g) Security officers must always present an acceptable image and appearance
- h) Agree on reference checks
- i) Report any breach at any of the Eskom sites and infrastructure.
- j) Accurate records of all occurrences are to be kept safe for the period of the contract and should be made readily available for inspection at any time by Eskom Security Manager
- k) Non-conformance reports to be issued by Eskom if the contractor fails to comply with the contract

6.3 Other Requirements

- a) A monitoring device to be installed by the contractor on Eskom Property to indicate the time that the contractor responded to the alarm.
- b) The monitoring device to be installed and be linked directly to Company Control Room.
- c) Document to be submitted to Eskom to indicate how the contractor will respond to the alarms.
- d) Reports to be sent on a weekly basis to Eskom.

7. Document Control

Contributors on Revision 3

Maphuti Meso (Transmission Northern Grid)

Revision History

Revision	Compiler	Date	Reason
3	Hendry Mbotho	June 2023	Correction of Staffing Requirements and Bill of Quantities. Reformatting document
2	Maphuti Meso	September 2020	Correction of Staffing Requirements and Bill of Quantities. Reformatting document
1	Maphuti Meso	August 2020	First Issue