

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS



NEC3 Term Service Contract (TSC3)

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

**and [Insert at award stage]
(Reg No. _____)**

**for THE PROVISION OF SECURITY SERVICES IN
MPUMALANGA OPERATING UNIT – EMALAHLENI
SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS.**

Contents:	No of pages
Part C1 Agreements & Contract Data	
Part C2 Pricing Data	
Part C3 Scope of Work	

CONTRACT No. [Insert at award stage]

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	
C1.2b Contract Data provided by the <i>Contractor</i>	
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

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

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

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

for the Employer

(Insert name and address of organisation)

Name & signature of witness _____

Date _____

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

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

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

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the tenderer:

For the Employer

Signature

.....

.....

Name

.....

.....

Capacity

.....

.....

On behalf of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name & signature of witness

.....

.....

Date

.....

.....

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used “**[•]**” - data is required to be inserted relevant to the specific option selected.]

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	

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

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

Fax No.

10.1	The <i>Service Manager</i> is (name):	TBA
	Address	Eskom Park, Cnr Jellicoe & Langenhoven Street, Emalahleni, 1035
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	SIYABUSWA Sector
11.2(13)	The <i>service</i> is	The Provision of Security Service in Mpumalanga Operating Unit
11.2(14)	The following matters will be included in the Risk Register	Strike and Riots Loss of or damage to the <i>works</i>, Plant and Materials Theft
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 August 2024
30.1	The <i>service period</i> is	36 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	the last day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

51.4 The *interest rate* is

the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	<p>A <i>weather measurement</i> is recorded</p> <ul style="list-style-type: none"> • within a calendar month, • before the Completion Date for the whole of the <i>works</i> and • at the place stated in the Contract Data <p>the value of which, by comparison with the <i>weather data</i>, is shown to occur on average less frequently than once in ten years.</p> <p>Only the difference between the <i>weather measurement</i> and the weather which the <i>weather data</i> show to occur on average less frequently than once in ten years is taken into account in assessing a compensation event.</p>
---	----------------------------	---

7	Use of Equipment Plant and Materials	<p>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</p>
---	---	---

8	Risks and insurance	<p><u>Eskom Insurance letter attached</u></p>
---	----------------------------	---

80.1	These are additional <i>Employer's</i> risks	<p>1. Theft</p> <p>2. Strikes and Riots</p> <p>3. Loss of equipment and damage to property</p>
------	--	---

9	Termination	<p>Either Party may terminate if the other Party has done</p>
---	--------------------	---

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

one of the following or its equivalent.

- If the other Party is an individual and has
 - presented his petition for bankruptcy (R1),
 - had a bankruptcy order made against him (R2),
 - had a receiver appointed over his assets (R3) or
 - made an arrangement with his creditors (R4).
- If the other Party is a company or partnership and has
 - had a winding-up order made against it (R5),
 - had a provisional liquidator appointed to it (R6),
 - passed a resolution for winding-up (other than in order to amalgamate or reconstruct) (R7),
 - had an administration order made against it (R8),
 - had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets (R9) or

made an arrangement with its creditors (R10).

10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Three (3) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	
	Tel No.	
	Fax No.	
	e-mail	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT –
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS**

W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	The rates will be fixed and firm for the first 12 months of the contract. At the anniversary date of the contract the prices will be adjusted in accordance with the published SEIFSA index table C-3 (labour hourly rates), SEIFSA table L-5 (transport) and Spares (cost plus 10%).
X2	Changes in the law	The current law must be applied and adhered to at all times.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	5% of the Task Order value per complete week of delay.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or	the total of the Prices other than for the additional excluded matters.

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

	in connection with this contract, other than the excluded matters, is limited to	<p>The Contractor’s total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the Contractor is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the Employer’s property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	52 months after the end of the service period.
X19	Task Order	
X19.5	The Contractor submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure A to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	4 months
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The Contractor does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer.
- Z1.2 Notwithstanding the above, the Employer may on written notice to the Contractor cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the Employer for the performance of this contract.
- Z2.2 Unless already notified to the Employer, the persons or organisations notify the Service Manager within two weeks of the Contract Date of the key person who has the authority to bind

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer’s limitation of liability

- Z9.1 The *Employer’s* liability to the *Contractor* for the *Contractor’s* indirect or consequential loss is limited to R0.00 (zero Rand)

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 **Ethics**

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

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

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

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

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

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

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

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

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

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

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

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

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

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

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

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

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	0% 0%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

Experience:

CV's (and further key person's data including CVs) are in .

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

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT –
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****PART 2: PRICING DATA****TSC3 Option A**

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

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT – EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT –
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS**

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT - EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

C2.2 the *price list*

SIYABUSWA SECTOR

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Total number of day shift guards	P/ month	14	R21 416,59	
2	Total number of night shift guards	P/ month	16	R21 629,51	
3	Total number of armed guards' day	P/ month	4	R23 335,59	
4	Total number of armed guards' night	P/ month	4	R23 548,51	
5	Total number of vehicles	P/ month	2	R25 000,00	
6	Total number of ablution facilities	P/ month	3	R1 260,00	
7	Total number of guard houses	P/ month	7	R700,00	
8	Total number of GMU (panic package)	P/ month	8	R300,00	
9	Total number if dog/handlers	P/ month	1	R4 000,00	
10	Total number of GMU (panic package-once off)	P/ month	8	R3 402,00	

The total of the Prices

<p>RATES ACCEPTED ON BEHALF OF THE TENDERING COMPANY BY:</p> <p>.....</p> <p>PRINT NAME</p>	<p>.....</p> <p>SIGNATURE</p>	<p>.....</p> <p>DATE</p>
---	-------------------------------	--------------------------

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****PART 3: SCOPE OF WORK**

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work 2

C3.1: Employer's service Information iii

1	Description of the <i>service</i>	v
1.1	Executive overview	xxii
1.2	<i>Employer's</i> requirements for the <i>service</i>	xxii
1.3	Interpretation and terminology	xxii
2	Management strategy and start up.	xxii
2.1	The <i>Contractor's</i> plan for the <i>service</i>	xxii
2.2	Management meetings	xxii
2.3	<i>Contractor's</i> management, supervision and key people	xxiii
2.4	Provision of bonds and guarantees	Error! Bookmark not defined.
2.5	Documentation control.....	xxiv
2.6	Invoicing and payment.....	xxv
2.7	Contract change management	xxv
2.8	Records of Defined Cost to be kept by the <i>Contractor</i>	xxv
2.9	Insurance provided by the <i>Employer</i>	xxv
2.10	Training workshops and technology transfer.....	xxv
2.11	Design and supply of Equipment	xxvi
2.12	Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	xxvi
2.12.1	Equipment	xxvi
2.12.2	Information and other things	xxvi
2.13	Management of work done by Task Order	xxvi
3	Health and safety, the environment and quality assurance	xxvi
3.1	Health and safety risk management	xxvi
3.2	Environmental constraints and management	xxvii
3.3	Quality assurance requirements	xxvii
4	Procurement	xxxi
4.1	People.....	xxxi
4.1.1	Minimum requirements of people employed	xxxi
4.1.2	BBBEE and preferencing scheme	xxxi
4.1.3	Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	xxxi
4.2	Subcontracting	xxxiii
4.2.1	Preferred subcontractors	xxxiii
4.2.2	Subcontract documentation, and assessment of subcontract tenders	xxxiii
4.2.3	Limitations on subcontracting	xxxiii
4.2.4	Attendance on subcontractors	xxxiii
4.3	Plant and Materials	xxxiv
4.3.1	Specifications	xxxiv
4.3.2	Correction of defects	xxxiv
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	xxxiv
4.3.4	Tests and inspections before delivery	xxxiv
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>	xxxiv
4.3.6	Cataloguing requirements	xxxiv
5	Working on the Affected Property	xxxiv
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations.....	xxxiv
5.2	People restrictions, hours of work, conduct and records.....	xxxiv
5.3	Health and safety facilities on the Affected Property	xxxiv
5.4	Environmental controls, fauna & flora.....	xxxiv
5.5	Cooperating with and obtaining acceptance of Others.....	xxxiv
5.6	Records of <i>Contractor's</i> Equipment.....	xxxiv
5.7	Equipment provided by the <i>Employer</i>	xxxv
5.8	Site services and facilities.....	xxxv

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS**

5.8.1 Provided by the *Employer* xxxv
5.8.2 Provided by the *Contractor* xxxv
5.9 Control of noise, dust, water and waste xxxv
5.10 Hook ups to existing works xxxv
5.11 Tests and inspections xxxv
5.11.1 Description of tests and inspections xxxv
5.11.2 Materials facilities and samples for tests and inspections xxxv
6 List of drawings xxxv
6.1 Drawings issued by the *Employer* xxxv

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS**

1 Description of the *service*

**SCOPE OF WORK: PHYSICAL SECURITY SERVICES:
DISTRIBUTION**

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****1. INTRODUCTION**

- 1.1 The scope of work is applicable to external security service providers intending to or rendering a security service to Eskom, Distribution Limpopo Cluster (Mpumalanga) herein referred to as Eskom.
- 1.2 The Security service provider herein referred to as the contractor, is expected to disclose any pending investigations by any organ of the state; particularly Department of labor, South African Police Service (SAPS) and Private Security Industry regulator (PSIRA) against the company, its owner(s) and/or Directors.
- 1.3 The contractor is expected to do Baseline Risk assessment at the site within which security services are to be rendered, to identify potential risks as well as develop risk mitigation strategies to address the identified risks. The implementation of such strategies shall be done in consultation with Eskom.
- 1.4 Companies are expected to compile and submit Contingency Plans as and when required.

2. DESCRIPTION OF SERVICES

The scope for security services shall include following categories of services:

1. Category C - 24/7 all-inclusive physical security services, namely, armed/unarmed static guarding and foot patrols, control room monitoring, dog handling, armed vehicle response, and armed escorting and monitoring services combined to provide for the following:

- Armed/unarmed Grade C security officers trained to protect NKP and non-NKP sites, as applicable,
- Armed Grade C 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),
- site monitoring (where no Eskom security control room is in operation),
- Dog handling as specified sites
- Day 12-hour shift cycles including holidays and weekends or on an as-and-when needed basis for a specific period.

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

- Tactical/armed response,
- Armed Escorting,
- Static Guarding).

2.1 DUTIES OF 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 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, with the maintenance plan in place.
- (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) 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.
- (i) Static security guard shall fulfill the following requirements:

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS**

- Grade C
- Grade 10
- Medically fit
- Criminal Clearance certificate
- Basic Firefighting Training Certificate
- First aid level one Training Certificate

2.2 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 the Operating unit.
- (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 unauthorized 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 patrol teams will be expected to report for duty at a specified Eskom site before commencement with patrol activities. Eskom reserves the right to change the reporting base within the boundaries of the allocated geographical area.
- (g) The Eskom Security project manager or his/her delegate reserves the right to re-direct crime prevention activities in his/her area of responsibility.
- (h) No deviations from the operational plan without the authorization of the Eskom Security project manager or his/her delegate will be permitted.
- (i) Eskom reserves the right to assess the competency levels of the armed guards and to order for the removal of incompetent guards and request replacement of such guards.
- (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 Operating unit, in line with the security services outlined here above and such activities shall be communicated to the Service provider in writing.
- (k) Response time will be determined by the distance from the departure point but will not be more than 15 minutes.
- (l) Patrol Officer or Armed Response guard shall fulfill the following requirements:
 - Grade C
 - Armed reaction training certificate
 - SAPS Firearm competency
 - PSIRA registered as armed response officers
 - Grade 10
 - Criminal Clearance certificate
 - Basic Firefighting Training Certificate
 - First aid level one Training Certificate

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****2.3 DOGS AND DOG HANDLERS**

- a. Handler must attend dog handler/patrol dog training at an accredited training institution.
- b. Handler must be medical fit, love dogs and be non-allergic to dogs.
- c. Handler must know how to utilise the dog during an intrusion, attack, or search of an area for possible perpetrators and to make an arrest.
- d. The dog must be large e.g., German Shepherd or Rottweiler. Must be naturally aggressive, strong and have an excellent temperament and a sense of smell.
- e. The dog should have an outgoing and energetic character. The dog must have excellent hearing, be able to detect suspicious sounds before the handler and alert its handler.
- f. The dog must also have the ability to protect his handler under any circumstances. The dog must therefore detect any intrusion, searched for suspects and assists with arrests.
- g. The dog must be medically fit and undergone obedience training e.g., sit, lie down, walk, climb over or underneath obstructions, to search for an object (including people) and to release the object.
- h. The dog must unquestionably obey the handler's commands.
 - i. At static sites, dogs must preferably be deployed after hours.
 - j. Handlers and dogs should be attending a refresher course (one day) at least twice per year.
- k. Handlers to ensure that dogs are always on a leash and in the immediate vicinity of the handler, except if there was an intrusion and the dog is ordered to search or to assist with an arrest.
 - l. The environment where dogs released themselves must be cleaned by the handlers.
- m. Danger signs (dog on premise) should be displayed on the premise preferably on the outside perimeter fence.
- n. The Dog-handler Officer shall fulfill the following requirements:
 - Grade C
 - PSIRA registered as Dog-handler
 - Grade 10
 - Criminal Clearance certificate
 - Basic Dog handling Training Certificate
 - First aid level one Training Certificate

The dogs shall be kept at the contractor's premises when not on duty.

2.4 PROVISION OF CONTROL ROOM OPERATORS

- (a) The operators will be expected to perform security control room operations as per Eskom policies, standards, procedures, and work instructions.
- (b) Operators must have one year experience in control room environment.
- (c) Control Room Operator shall fulfill the following requirement:
 - Grade 12
 - Grade C
 - Computer Literacy
 - Training Control room operator Certificate
 - Criminal Clearance certificate
 - PSIRA registered operate effectively within a specified control room

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****3. CONTRACT REQUIREMENTS****3.1. COMPANY**

- (a) The company must be officially registered in South Africa as a business entity with Registrar of business, SARS, COID and PSIRA.
- (b) The company owner(s)/directors must be registered in terms of Section 20 of Private Security Industry Regulatory Act as Grade B or A Security Officer.
- (c) The company must be a well- established company and in existence for at least 2 years.
- (d) The company must be in possession of a valid letter of good standing with PSIRA.
- (e) The company must have an established and functional 24-hr security control room and Eskom reserves the right to conduct inspections of the facilities.
- (f) The company should meet all the site(s) requirements and be able to render the required services without fail.
- (g) The company must ensure that sufficient and competent personnel is recruited before commencement of the contract
- (h) 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.
- (i) Service provider should have sound knowledge of applicable South African legislation and ensure compliance thereto.
- (j) The contractor will be expected to attend weekly, monthly, or quarterly contract management meetings as required by the Security Manager.

3.2 SECURITY SUPERVISOR

- (a) Content of Scope of Works for guard posting at contracted sites / work instructions
 - i. Knowledge of scope of works of all Eskom sites under his supervision
 - ii. Will train all guards according to scope of works and work instructions applicable for specific site (e.g., Carolina CNC).
 - iii. Guards posted on site according to request for site with Grade C, company ID card and PSIRA ID card. Operational equipment as per contract scope of work on site must all be in place when guard is posted.
 - iv. Security Company will be responsible for their own accommodation, meals, and transport – NO guard will stay on Eskom site.
 - v. All sites to have 24-hour communication – cellphones, fixed dial, panic buttons, radios.
 - vi. Emergency files with all company procedures in on site.
 - vii. All sites will have manpower file with details of guards.
 - viii. No guard will be removed or changed at sites before Eskom Security Risk Management Supervisors are notified verbally and a written report submitted of the reason, details of guard and details of replacement guard.
 - ix. All sites must be visited twice a week – one day shift and one night shift visit.
 - x. Weekly site visit reports must be completed, fully and correctly, and submitted no later than 16h00 every Wednesday (week Thursday to Wednesday).
 - xi. When a site has been visited, an OB report must be written in site OB. OB report must contain the following information:
 - 1. Name of guard on duty
 - 2. Time / date of visit
 - 3. Details of supervisor who made visit
 - 4. Stance of operational equipment
 - 5. Firearm inspected (where necessary)
 - 6. Registers inspected
 - 7. All faults reported
 - 8. All problems reported by guards – cross-referenced with OB no., date, time – this must also be reflected on weekly report under "general".
 - 9. Emergency equipment checked – fire extinguisher / first aid kit
 - 10. Toilet clean
 - xii. Make sure all registers are in place as per site and neat and tidy.
 - xiii. Guard post neat and tidy.

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS**

- xiv. Guards dressed in full uniform with bullet proof vest and neat and tidy.
 - xv. All equipment is in good working condition.
 - xvi. All complaints from Eskom employees will be noted and immediately reported to Eskom Security Management Supervisor responsible for the site.
 - xvii. Only orders given by Eskom Security Management Supervisor for site will be carried out.
 - xviii. Incident Flash report will be done as follows:
 - 1. Immediately telephonically to Security Management Supervisor responsible for site
 - 2. Written flash report within 04 hours to Eskom Security Management Supervisor and Security Manager, containing the following details.
 - 1. What happened
 - 2. When (date and time)
 - 3. Where
 - 4. Who (responsible / on duty / persons involved)
 - 5. How
 - 6. Affidavits of security guards on duty and Supervisor
 - 3. Full report in 08 hours to Eskom Security Manager.
 - xix. Supervisors and guards will adhere to Eskom:
 - 1. Health and Safety Act
 - 2. Emergency Plan per site
 - 3. Scope of Works
 - 4. Work Instructions
- (b) Content of Scope of Works for armed response
- i. As per points i-xix per section (a)
 - ii. Armed response members fully trained in armed response
 - iii. Armed response members in possession of firearm competency certificates
 - iv. Twice a year undergo firearm training as per Firearm Act for business purposes.
 - v. Correct handing over of firearm procedures between shifts as per correct registers as per Firearm Control Act and safekeeping thereof.
 - vi. Ensure armed response vehicles are deployed according to scope of works and area deployment.
 - vii. Armed response vehicles to be roadworthy and equipped with correct equipment and documentation as per scope of works and work instructions.
- (c) Supervisor shall fulfill the following requirements:
- i. Grade B
 - ii. Grade 12
 - iii. Valid Driver's License
 - iv. Firearm training competency
 - v. SAPS Competency
 - vi. Criminal Clearance certificate
 - vii. Basic Firefighting training Certificate
 - viii. First aid level one training Certificate

Supervisor shall sign the Supervisor Scope of Work before starting with the duties. **See Annexure 1**

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT - EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

3.3 SECURITY OFFICERS

- (a) All Security officers must be registered with PSIRA at Grade C and above level.
- (b) The security officer must have special training for the specific duties e.g. armed response, Supervisory, Crime prevention patrol etc.
- (c) Security officers must be in possession of their PSIRA and company I.D card always.
- (d) All Security officers must be armed at all times, unless otherwise stated.
- (e) Armed Security officers must possess firearm competency certificates (issued by SAPS) and always carry it.
- (f) Armed Security officers must always carry Firearm permits as per the Firearm control Act.
- (g) Armed Security officers must have completed SASSETA training on the specific firearms they are expected to use.
- (h) Armed security officers should have undergone Regulation 21 training and continue to do so for at least once per year.
- (i) Eskom reserves the right to have at its own costs, all Security officers intended to be armed as per this contract, assessed in the safe handling and use of firearms before they may be deployed on Eskom sites. Assessments of additional Security officers over and above the contracted numbers shall be at the contractor's costs. Eskom will assist as far as reasonably possible with the arrangement of the assessment either internally or with an Eskom preferred supplier.
- (j) Eskom will provide at its own costs, a once off training of Security officers on alcohol screening for all Security officers intended to be deployed for Access control duties in terms of this contract. Eskom will assist as far as reasonably possible with the arrangement of the training which shall be provided by the Eskom preferred supplier.
- (k) Security officers will be expected to sign a declaration of Secrecy before commencements of their duties in terms of this contract.
- (l) Security officers must be subjected to a criminal record screening process before commencement of contract and as and when required.
- (m) Security officers should not have been convicted of any criminal offence and should disclose all pending criminal prosecutions against them. **Non-disclosure of such will result in the officers' automatic removal from Eskom site or duties.**
- (n) Security officers should be able to read and write and express themselves well in English.
- (o) Security officers may be required to undergo a polygraph test as and when required.
- (p) Security officers expected to perform driving activities as part of their tasks should have undergone an advanced 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. 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.

3.4 SHIFTS

- (a) The security service is required 24 hours a day on a two-shift cycle i.e. 06:00 to 18:00 and 18:00 to 06:00.
- (b) A signed-off duty roster of Security officers deployed in terms of this contract must be provided on monthly basis at the site, 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 always adhered to. The contractor must ensure that a procedure is put in place to that effect.
- (e) The Security Officers will be expected to do a pre-job / daily risk assessment and safety talks before commencement of every shift.

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT - EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

3.5 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 (woolen hat).
- (d) Personal protective equipment (PPE) must include safety shoes, raingear, Face Shield & Cloth Face Masks for COVID-19 purposes and level III bullet proof vest.
- (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.
- (g) No Uniform must be hanging in the guard room. Cabinet is recommended for this purpose.

3.6 FIREARMS

- (a) Only Eskom approved firearms namely, 9mm pistols and/or Shot guns may be allowed for usage in terms of this contract. **No Revolvers will be used at Eskom sites.**
- (b) Armed Security officers must have competency certificates for the specific firearm in possession thereof.
- (c) Security Company is responsible for providing firearms, ammunition, firearm safe and registers as per Firearm Control Act.
- (d) Only company firearms licensed in the security service providers name may be utilized as per this contract.
- (e) Armed Guards must be in possession of Company firearm permits signed by the appointed Armory or Firearm Responsible manager.
- (f) The contractor must ensure provision of equipment/facilities for making firearms safe. A procedure to that effect, should also be in place.
- (g) The service provider must ensure that NO Security officer's **private firearms** are utilized or brought to Eskom site during official working hours.

3.7 EQUIPMENT

- (a) The contractor must provide Security officers with necessary equipment to adequately perform their duties as per site Standard operating procedures and/or work instructions.
- (b) The contractor must ensure that the status of all equipment is constantly checked, maintained, are always safe for usage and in an operational condition.
- (c) Where Security officers are posted at isolated areas, they must be provided with water, ablution facilities and shelter.
- (d) The following equipment must be supplied unless otherwise stated:

Static Guards

- Two-way radios or company Push-to-talk (PTT) must be linked to Security Service provider/ Contractor's control room (Per site) or
- Cellphones
- Torches, batteries/chargers (minimum two cells);
- Panic button per guard
- Handcuffs
- Batons
- Fire Extinguisher and First aid kit
- PPE as site requirement
- Bullet proof per Guard
- First Aid kit
- Company and PSIRA Identity Cards

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****Armed Response Guards**

- Spotlights for Crime prevention patrols.
- Firearm with Ammunition
- Handcuffs.
- Full Uniform
- Bullet proof per Guard
- Occurrence Book
- Night sight
- First Aid kit
- Black and red pen.
- Company and PSIRA Identity Cards

3.8 VEHICLES

- (a) The contractor must ensure that vehicles suitable for all environments (4x2 Vans) 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. For Tracking System Specifications, see Annexure ...
- (c) Movement reports are to be provided to Eskom on weekly basis and as and when required.
- (d) Vehicle must be equipped with Fire Extinguisher.
- (e) The correct number of roadworthy vehicles must always be available 24/7. When vehicles are taken for maintenance, a replacement vehicle must be provided at contractors' costs.
- (f) All vehicles must start off each shift with a full tank (fuel).
- (g) All vehicles must be registered under the contractor's name and be branded with the contractors' company name.
- (h) The contractor is expected to comply with Eskom standards, policies and procedures regarding maintenance and usage of vehicles.
- (i) A logbook and daily inspection register of each vehicle must be kept.
- (j) No passengers shall be carried at the back of the van not designed and SABS approved for such purpose.
- (k) The Company shall ensure that security guards are transported to the workplace.

3.9 COMMUNICATION

- (a) Communication between security control room and Security officers must be adequate, reliable and sustainable.
- (b) The contractor must provide two-way radio, or Push-to-talk (PTT) or cellphone communication between the deployed officers and Contractor control room. Radio or PTT or cellphone communication must be established between deployed Security officers and the contractor control room immediately and without hassles.
- (c) Communication between the Contractor control room and Eskom Control room must be established immediately without delays.
- (d) Security officers must be in radio/ PTT or cellphone always contact to ensure safety and effective service delivery.
- (e) The Guard Monitoring Unit (GMU) with Panic buttons shall be installed in the Guard house for use during emergencies. see panic package specification on point 9
- (f) Each site must be supplied with a minimum of two (2) Panic buttons
- (g) Security officers must be supplied with clear and precise work instructions and radio/PTT or cellphone communication procedures to ensure effective communication.
- (h) All Contact lists must be reviewed monthly, dated, signed and provided at all sites.

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****3.10 SECURITY REGISTERS**

- (a) The Security Service provider will be required to provide with the Occurrence books, Visitors, Laptop register and After-hours register.
- (b) Occurrence book to be correctly completed by Security officers and supervisors listing all occurrences and visits on site.
- (c) All full registers must be handed over to the Eskom Area Supervisor for archiving purposes. This includes all registers in use at the end of contract.
- (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.

3.11 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.
- (b) All incidents and response must be immediately reported to the Eskom Security Officers in the area.
- (c) Incidents and Arrests must be handled according to the Eskom Work Instruction.
- (d) The SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities.
- (e) Weekly status reports are to be supplied by the service provider.
- (f) 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.
- (g) All incidents (including incidents in terms of the Occupational Health and Safety Act), should be reported immediately and a preliminary investigation report provided within 24 hours as well as a final Incident investigation report within Seven (7) days.
- (h) The supplier shall be held liable for the total payment of stolen/damaged material or equipment, when after investigation, it is established that the guards or supplying company was Negligent in their duties.

3.12 SAFETY REQUIREMENTS

- (a) Safety file must be in place before the commencement of the contract.
- (b) 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.
- (c) All vehicles utilized to transport staff, must be fitted with SABS approved seatbelts, First Aid kit and Fire Extinguisher.
- (d) The Service provider is responsible to ensure that the security officers deployed at Ad-hoc sites have access to a shelter, water, and sanitation.
- (e) All Security officers should receive a safety induction before they can be deployed on Eskom sites.
- (f) 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.
- (g) Open fires, the use of self-made heaters and hotplates as heaters at Eskom sites, is totally prohibited. Only SABS approved heaters are recommended.
- (h) 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.

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT - EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

3.13 TASK ORDERS

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

3.14 AUDIT, INSPECTIONS AND SITE VISITS

- (a) Eskom will carry out random inspections and evaluation visits.
- (b) Company must create the site visit checklist which will be used to compile Monthly report. Monthly report to be submitted to the Eskom Area Officer and Management by the 2nd day of the month.
- (c) Company Supervisors will amongst other things conduct random alcohol scanning to the guards on duty.
- (d) As part of the above visits, Security officer may be taken off site for practical and theoretical evaluation at a suitable location.
- (e) Eskom reserves the right to visit and conduct inspection of the contractor's control rooms and carry out evaluation at any random time.
- (f) The security contractor must comply fully with all legislation, Eskom policies, standards, and procedures.
- (g) Eskom SHEQS Management will conduct Safety audit once per year.
- (h) The Eskom reserves the right, to order the removal of a Security officer who has been found not to be competent or negligent in his duties.

3.15. NON-CONFORMANCE

- (a) Non-conformances are to be issued by Eskom should the Service provider fail to comply with the contract terms.
- (b) After the three (3) non-conformance, Commercial process shall be ensued which will include the suspension of company.

4 DOCUMENTATION

The following documentation is to be supplied by the security service provider on 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 Qualification 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) Advance driving course, for all drivers.
- n) A list of all vehicles and maintenance records for vehicles to be used as per this contract.
- o) Driver risk profiles must be submitted for every driver as per this contractor.
- p) A compressive risk assessment and a site risk assessment report for all sites.
- q) Emergency Preparedness procedure with relevant contact details.
- r) Equipment list per site.
- s) Appointment letter of Firearm Responsible or Armory Manager
- t) Standard operating procedures per site to include the following but not limited to and should be approved by Eskom representative before application:

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS**

- (a) Wearing of uniform standard.
 - (b) Communication procedure.
 - (c) Firearm handling procedure.
 - (d) Shift changes.
 - (e) Response process.
- u) Failure by the Security Service provider to comply with the above requirements at the stipulated period may result in immediate termination of the services and appointment of another service provider.

5 MOBILE GUARD HOUSE

Eskom has a particular stringent specification for mobile guard facilities and experience on the current security contract informs that it is technically and financially appropriate for Eskom to procure and install guard houses at sites that require permanent guard houses.

Where the guard house is required on a temporary basis, Eskom will pay the costs for rental of the guard houses, with the obligation for sourcing of the guard houses placed on the supplier.

A 2m x 2m x3m Wooden Guard House shall be provided and be maintained by the security service provider on as and when required basis.

6 MOBILE ABLUTION FACILITIES

Where ablution facilities are required at a site, a request for quote for the supply and maintenance of the facility on a weekly basis shall be done. This requirement is also a legal obligation and mandatory for Eskom to ensure it is provided to the security service provider. Eskom will pay the costs for rental of the Ablution facilities.

7 DRINKING WATER

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

8 BULLET PROOF VEST

Bullet proof provided to the security guards shall be Level III SABS approved bullet proof. Bullet proof vests shall be procured, supplied and maintained by the supplier as part of its PPE scope of supply for the services.

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****9 PANIC ALARM PACKAGE**

All guarded sites shall have Panic Alarm Package installed in the guardhouse linked to the Company Control room. The Panic Alarm Package shall include the Guard Monitoring Unit (GMU) with Panic buttons issued to the guards. A minimum of two (2) panic buttons shall be issued per site.

SPECIFICATIONS**MULTI POINT GUARD MONITORING SYSTEM****1. Features**

- Guard points configurable using the keypad.
- Up to 5 unique supervisor tags.
- Between 1 and 16 guarding points.
- Complete event history (up to 20K events) accessible from keypad.
- Uniquely identifiable passive tags with built-in real-time clock.
- Respond to any event with SMS, radio, GPRS, sound, display or printout.
- **Remote control panic alarm.**
- Built in backup battery.

WIRELESS PANIC PACKAGE**1.Features**

Hi-powered repeater.

- Up to 8 intelligent repeaters per site
- Full talk-through facility
- Can repeat 433 MHz code hopping formats.
- Integrated standby backup battery.
- Plug and play installation.
- On-board serial port
- Double simcard operation
- **Remote control Panic alarm**

NB : ALL SYSTEMS GO WITH MINIBASE SYSTEM CONNECTED TO THE CONTROL ROOM

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS**

10. Schedule of Deficiency and Penalties

DEFICIENCY		PENALTY
1	Security officer (SO not posted on duty as agreed upon. (Short posting)	One shift cost deduction
2	SO intoxicated/ or under the influence of liquor or drugs.	Permanent removal of SO from Eskom contract duties.
3	Refusal by SO to comply with lawful instruction.	Permanent removal of SO from Eskom contract duties.
4	Sleeping on duty.	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 spot light	10% deduction of the SO shift rate
9	SO or site without a functional radio or PTT or Cellphone	10% deduction of the total monthly site cost
10	No functional panic button on site	10% deduction of the total monthly running cost
11	SO not wearing bullet proof vest. Vests worn without plates and wearing of non-level 3 bullet proof vests will be deemed as no bullet proof vest was worn.	50% deduction of the SO shift rate per occurrence
12	SO not armed in one shift	50% deduction of the shift rate
13	Non submission of vehicle tracking reports	Non payments of the total services (i.e. the cost for the SOs, vehicle)
14	Non submission of site inspections reports by Crime prevention and response team.	Non payments of the total services (i.e. the cost for the SOs, vehicle)
15	Late reporting of patrol teams at designated reporting site.	Total shift cost deduction (i.e. the cost for the SOs, vehicle)
16	SO not wearing proper uniform items or uniform is worn out.	One shift cost deduction
17	SO not in possession of a baton or hand-cuffs	10% deduction of the SO shift rate
18	Unavailability of patrol teams on call out.	Total shift cost deduction (i.e., the cost for the SOs, vehicle)
19	Unavailability of patrol Dog	Total shift cost deduction (i.e., the cost of SO, Dog)
20	No Fire Extinguisher or First Aid Kit	One shift cost deduction
21	Deviation from the required route without permission	One shift cost deduction

All the fines must be deducted and specified on the monthly Invoice.

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS**

ANNEXURE 1

SCOPE OF WORKS

Security Contractors Supervisor
Security Management DX LIMLANGA CLUSTER MPUMALANGA

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

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

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

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS**

- 11.8. all problems reported by guards – cross-reference with OB no.; date; time (this must also be reflected on weekly report under “general”).
 - 11.9. emergency equipment checked – fire extinguisher / first aid kit
 - 11.10. toilet clean
- 12. Make sure all registers are in place as per site and neat and tidy.
 - 13. Guard post neat and tidy.
 - 14. Guards dressed in full uniform and bullet proof vest and neat and tidy.
 - 15. All equipment is in good working condition.
 - 16. All complaints from Eskom employees will be noted and immediately reported to Eskom Security Risk Management Supervisor responsible for site.
 - 17. Only orders given by Eskom Security Risk Management Supervisor for site will be carried out.
 - 18. Incident flash report will be done as follows:
 - 18.1. Immediately telephonically to Security Risk Management Supervisor responsible for site.
 - 18.2. written flash report within 04 hours containing of the following details:
 - 18.2.1. what happened
 - 18.2.2. when (date and time)
 - 18.2.3. where
 - 18.2.4. who (responsible / on duty / persons involved)
 - 18.2.5. how
 - 18.2.6. affidavits of security guards on duty and supervisor
 - 18.3 full report in 08 hours to Eskom Security Risk Manager.
 - 19. Supervisors and guards of _____ (company name) will adhere to Eskom:
 - 19.1. Health and Safety Act
 - 19.2. Emergency Plan per site.
 - 19.3. Scope of Works
 - 19.4. Work Instructions

B: Content of Scope of Works for armed response

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

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT - EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

7. Armed response vehicles to be roadworthy and equipped with correct equipment and documentation as per scope of works and work instructions.

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

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

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

LIMLANGA CLUSTER Security Risk Management _____ Supervisor
Name _____ Tel: _____

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

ESKOM SECURITY MANAGER
Name: _____
Title: _____

COMPANY DIRECTOR / OPS MANAGER
Company: _____

ESKOM SECURITY SUPERVISOR
Name: _____
Title: _____

COMPANY SUPERVISOR
Company: _____

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT - EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

2 Executive overview

3 *Employer's requirements for the service*

4 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

5 Management strategy and start up.

6 The *Contractor's* plan for the *service*

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.

7 Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the *service*, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The following text could be used as a model for this section:

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT - EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor and _____</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

8 Contractor’s management, supervision and key people

General Environmental Management Requirements

- All environmental legal Liabilities and claims arising from the negligent activities of the Contractor shall be for the Contractors expense.
- The Contractor shall have an understanding of Eskom’s basic environmental principles and commitments (covered during Eskom Environmental Law Course)

Vegetation Management:

The supplier SHALL ensure:

- that all indigenous and protected trees (in terms of national and provincial legislation) are not cut, trimmed or disturbed without a permit obtained from the relevant authorities (acquired from Eskom Environmental Management Section).
- that permits be available on site where such trees are cut.
- That the owner be consulted, and his/her consent being obtained, prior to the cutting of ANY trees.

Waste Disposal

The supplier shall ensure:

- that waste is disposed of on a permitted / legal waste site, for the applicable waste type, in terms of the Environment Conservation Act, 73 of 1989 and the National Environmental WASTE MANAGEMENT ACT (ACT 59 of 2008).
- that a disposal certificate (waste manifest) is obtained, if hazardous waste WAS DISPOSED-OF.
- that where appropriate, waste is recycled or re-used.

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****Payment**

- The Contractor will submit his claim as per the NEC3 Payment Certificate format with supporting documents on the assessment day. The Contract Number must be clearly visible on the NEC3 Payment Certificate.
- The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed by the Employer to the Contractor.
- On acceptance of the Payment Certificate by the Employer the Contractor submits his invoice as agreed upon with the Employer. Payment will take place as per the NEC3 Conditions of Contract.

Performance Management

- The Contractor's Performance will be assessed in accordance with a Performance Appraisal Process.

Health and Safety Management

- The Contractor shall comply with:
 - o The Occupational Health and Safety Act, 1993

Compensation for Occupational Injury and Diseases Act

- The Contractor shall submit a proof of adherence to the above act.

General Environmental Management Requirements**Supplying cleaning material**

The supplier shall ensure:

- That products sold to Eskom is not in contravention of any international or national environmental treaty, agreement or environmental legislation.
- That products sold to Eskom are biodegradable,
- That material data sheets are provided for all products as well as an assurance letter providing assurance in terms of above two bullets.
- That a service be provided for the re-use or safe disposal of hazardous substances

9 Documentation control

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Ltd Standards Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC3 template and urgent contractor meetings can be in the form of SMS. The use of SMS's, emails does not override the use of applicable and relevant NEC3 standard templates, forms and Eskom Holdings SOC Limited procedures.

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****10 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

_____ 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;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

INVOICE ADDRESSED TO:

Eskom Holdings SOC Ltd, Megawatt Park
Maxwell Drive, Sandton
Johannesburg 2199

NOTE: All invoices with contract number to be submitted to Mr Danny Madikwane

11 Contract change management

For any change in scope, such changes must be treated as Compensation Events.

12 Records of Defined Cost to be kept by the *Contractor*.

In order to substantiate the Defined Cost of compensation events, the *Employer* require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment.

13 Insurance provided by the *Employer*.

Insurance provided by the Employer is addressed under the Insurance letter attached.

14 Training workshops and technology transfer

To be advised by the Service Manager, as required

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****15 Design and supply of Equipment**

Supply of Equipment As per Scope of work

16 Things provided at the end of the *service period* for the *Employer's* use**17 Equipment**

None

18 Information and other things

As per the task order

19 Management of work done by Task Order

NB: No work that falls outside the approved scope of works will be undertaken without an approved Task Order

20 Health and safety, the environment and quality assurance**21 Health and safety risk management**

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information.

PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATSOEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

Distribution: Rudy Kruger

The *Contractor* shall comply with the health and safety requirements contained in Annexure C1 **Tender Evaluation and Scoring Card (Tracking submission and the quality thereof)** to this Service Information.

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT - EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

22 Environmental constraints and management

The *Contractor* is required to ensure that all goods, services or works supplied in terms of this *Works Information* comply to all applicable environmental legislation(s), Eskom's Safety, Health, Environment and Quality Policy, 32 -727.

- The company's environmental or EMS file must contain the following relevant information:
 - SHE organization within the Company-Responsibility & Accountability
 - SHE Incident management.
 - Planning on how to conduct of work activities including planning for changes and emergency work.
 - PPE- Personal Protective Equipment - Study carried out to determine where and what type of PPE is required i.e., bullet proof vests, safety shoes, hard hat (on construction site, RDC) soft hat, rain wear, touch, hand cuffs, reflective jackets, socks, dust masks (where applicable), toilets and Guardhouse as per contract. Guidelines and training on maintenance, use, replacement, storage, and cleaning. What about visitors/outside and subcontractors. PPE rules i.e., PPE matrix.
 - Emergency planning and fire risk management
 - Vehicle and driver behavior safety
 - Sub-Contractor or Supplier selection and management
 - Competency, training, appointments
 - Communication and awareness - Is there company objectives set for preventing incidents? i.e., Safety Awareness

Management commitment and visible felt leadership etc. - How often are job observations scheduled? Who carry out job observation? What action is taken to correct/update procedures and deviations?

23 Quality assurance requirements

Pre-Contract Award (As per Supplier Quality Management Specification – 240-105658000 Rev 3)

The quality assessment criteria and **Form A** of this specification will be selected and completed by an Eskom Quality representative/ professional who will identify the applicable supplier quality requirements to be met.

Form A of this specification must also be completed and signed by the supplier responding to an Eskom invitation to tender, in order to acknowledge and accept Eskom Supplier Quality requirements as per this specification and ISO 9001 Standard or any additional quality requirements specific to the scope of work.

Supplier and Sub-Supplier Quality Management System Requirements

23.1.1 The supplier and sub-supplier shall develop, implement, maintain and improve a formal QMS that conforms to the latest ISO 9001 standard or any applicable standard of QMS (latest applicable revision) and in accordance with the requirements of this specification.

23.1.2 Such a formal system shall consist of the appropriate documented information required by ISO 9001 and may include a quality manual, quality plans, work procedures, work instructions, method statements, work flow documentation, etc., as the case may be. This requirement constitutes the most basic QMS requirements.

23.1.3 Unless specifically excluded from the quality list of tender returnable, as per the categories of quality requirements (Category 1, 2, 3, or 4), such a QMS shall carry a valid ISO 9001 certificate from an accredited certification body, as indicated in the applicable Eskom invitation (this requirement applies equally to both the supplier and any/ all manufacturing third-party organisations mentioned above).

23.1.4 Unless specifically excluded in the quality list of tender returnable, as per the categories of quality requirements (Category 1, 2, 3, or 4), the supplier shall have a fully developed, documented, implemented, reviewed and maintained QMS that complies with the requirements of ISO 9001 standard or any applicable standard of QMS. In the event that the main supplier invariably requires the assistance of a sub-supplier in order to realise its own supply obligations. The aforementioned requirement applies equally in all cases where any such sub-supplier's scope of responsibility includes the provision of any of the following activities, namely, design and development, manufacturing, maintenance, testing, storage, delivery, installation, commissioning, and project management, or in the cases the supplier name changes, mergers, acquisitions

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT - EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

and/ or cessions. Eskom Quality department must ensure that the changed entity can still fulfil the requirements as set out in the contract documentation.

23.1.5 Eskom reserves the right to request and perform necessary assessments at sub-supplier facilities.

23.1.6 The main supplier shall be responsible for defining and managing the specific quality assurance and control elements applicable to the respective sub-supplier's scope of work/supply and ensure that its sub-supplier(s) quality programmes support Eskom requirements.

23.1.7 The supplier shall inform Eskom of any proposed changes to the QMS or staff that will affect the quality system prior to implementation of these changes.

23.1.8 The main supplier shall develop and implement a performance management programme for their sub-supplier. The programme shall include, but not limited to:

- Verification of the QMS
- Audits and surveillances
- Regular assessment of the CQPs and reviews of QCPs.
- NC and Defect Management
- Inspection and test plans
- Risk management

23.2 Quality Plan

The information in this section constitutes the minimum requirements for a quality plan.

23.2.1 Where specified in the Evaluation Criteria and/ or quality list of tender returnables , as per the categories of quality requirements (Category 1, 2, 3, or 4); all individual products, services and processes shall have a documented, implemented, reviewed and maintained contract quality plan and/or quality control plan (inspection and test plan).

23.2.2 Where specified in the evaluation criteria and/ or quality list of tender returnables. All production and/ or service provision shall be carried out in accordance with a documented and agreed contract quality plan (CQP) and/ or quality control plan (QCP)/ inspection and test plan (ITP).

23.2.3 The supplier shall plan for the required quality-related activities and interfaces within the supplier's quality system in order to demonstrate its ability towards both controlling and meeting specified Eskom requirements.

Note 1: Contract Quality Plan should address the **quality assurance** elements related to the scope of work and/ or technical specification.

23.3 Contract Quality Plan

The main supplier shall require sub-suppliers to submit project quality plans (PQPs)/ contract quality plans (CQPs) and associated documentation in accordance with the requirements of project QMS processes applicable to the sub-supplier's scope of work.

The supplier shall, where applicable, based on scope of work criticality, ensure that procurement documents clearly and unambiguously require sub-supplier submission of a sub-supplier CQP for supplier and Eskom review.

The main supplier shall ensure that sub-supplier CQPs are developed and implemented in accordance with the ISO 10005 Quality Management System Guidelines for Quality Plans. In addition to the elements specified in ISO 10005, the supplier's and/ or sub-suppliers' CQPs shall include the following (as applicable):

23.3.1 The management of records, including material tests, positive material identification (PMI) testing, material certification, etc.

23.3.2 The provision for free and uninhibited access by the supplier and/or personnel at the time of inspection.

23.3.3 The proposals for submission of final documentation, the final manufacturing data book, prior to shipment.

23.3.4 The special processes related to welding: management of the welder's qualification record (WQR), welding procedure specifications (WPS), and procedures qualification records (PQR) that will be used in the

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT - EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

performance of work for supplier review and acceptance prior to commencing manufacture. Welders shall be qualified to the specified Codes of Construction for the applicable procedures. The requirements for qualification shall be specified by the supplier, and welder records shall be maintained by sub-suppliers performing the work.

23.3.5 The special installation procedures and other required fabrication or manufacturing procedures (that is, those required for post-weld heat treatment, tube rolling, coatings, etc.) that will be used in the performance of work shall require supplier review and acceptance prior to commencing manufacture. The personnel carrying out special processes (for example, NDE, welding, coating, heat treatment, etc.) where the results cannot be fully verified by subsequent inspection and test shall be suitably qualified and, where applicable, registered with statutory bodies as legally required, that is, as radiographic workers to conduct radiography. The requirements for the qualification shall be specified, and personnel records shall be maintained in accordance with the Project Quality Personnel Qualification Specification and, where applicable, legal requirements.

23.3.6 The personnel required to perform special processes shall be certified competent through a certificate of competency in accordance with the company's internal training management and competency control procedures or an external certification body (for example, NDT) through an accredited service provider as per Skills Education Training Authorities (SETA) requirements.

23.3.7 All personnel who perform activities that affect quality shall have their training needs identified and documented. The required training shall be implemented in accordance with the company's training management and competency control procedures. All the training certificates shall meet the SETA requirements in terms of having the unit standard completed and the accreditation number of the service providers.

23.3.8 Instructions and requirements for equipment and materials storage, preservation, and maintenance, including identification of materials required for preservation and maintenance, are to be provided sufficiently prior to receipt (prior to shipment or earlier) to ensure that appropriate resources are available at the time of delivery.

23.3.9 Specific quality monitoring and verification activities are to be undertaken on the supplier's sub-suppliers by Eskom or its agent.

23.3.10 The CQP information need to include, but not limited to:

- Spells out the aspects of the QMS to be applied within a specific Eskom project, and the methods to be utilised to ensure quality.
- Outline the resources, the communication channels, applicable documents and records to be generated.
- Management Authority and Responsibility from both supplier and client need to be outlined in the CQP.
- List of documents and records that will be used and submitted during the execution of the project.
- Communications channels should include contact person and contact details
- Monitoring & measurement procedures for activities need to be indicated.

23.3.11 The main supplier and sub-supplier CQPs shall comply with the Eskom Quality Requirements Specifications and shall be submitted prior to the initial scope of work kick-off or initial pre-fabrication meeting and prior to commencement of manufacturing, whichever is earlier.

23.3.12 The Eskom template for CQP provided shall be used as guideline, where the supplier does not have a CQP template.

23.4 Pre-Contract Award: Quality Requirement

23.4.1 Main Supplier and Sub-supplier Categories

Eskom supplier quality requirements for all existing and potential suppliers and sub-suppliers are classified into four categories (category 1, 2, 3 and 4). Suppliers must prepare and submit quality documentation as per the tender selected category (**indicated in Form A**) using the list of tender returnables document.

NOTE: Only one (1) category must be applicable per procurement process e.g. [Eskom requests for information (RFI)/ requests for quotation (RFQ)/ requests for proposal (RFP), including contracts for the procurement of products and services].

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****23.4.2 Category 3: Quality Requirements**

- The supplier shall complete and sign **Form A** (Enquiry/Contract/Quality Requirements for Supplier Quality Management Specification 240-105658000/ QM 58 and ISO 9001).
- The supplier shall submit objective evidence of a **developed QMS** that complies with **ISO 9001** (or the latest applicable revision). The following documented information (approved/ signed copies) shall be submitted:

Quality management system manual or a (documented information) that have defines and describes the QMS and its scope.

Quality Policy, aligned with the supplier's strategic direction (documented information)

Quality Objectives (documented information)

Control of documented information (both maintain and retain documented information)

Internal audit procedure (documented information)

Control of nonconforming outputs (documented information)

Nonconformity and Corrective action procedure (documented information)

The QMS should drive all the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.

- The supplier shall submit a **draft contract quality plan** that is specific to the scope of work as described in the tender documents. The plan must address the minimum requirements as per ISO 10005.
- Where applicable; the supplier shall submit an **example inspection and test plan (ITP) or quality control plan (QCP)**.
- The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services.
- The supplier shall submit a copy of documented information for roles, responsibilities and authorities in relation to the QMS. Examples of relevant documented information are; organization charts, job descriptions, work instructions, duty statements, manuals, procedures.

NB: specific requirements per tender will be selected using the List of Tender Returnables document (240-12248652).

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT - EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

24 Procurement

25 People

26 Minimum requirements of people employed.

N/A

27 BBBEE and preferencing scheme

Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

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

Supplier development Localisation and Industrialisation

The successful service provider shall maintain/improve their BBBEE status as at contract award till expiry date.

Local Procurement Content

“Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

Procurement spend on entities with a minimum 51% black ownership – 20% target set

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (staff transport to and from site; PPE procurement; petrol/diesel; and other overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work, (e.g., toilet hire, guard house, water services, environmental and/or safety officer services, etc.).

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below:

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Women Owned	5.0%	
Black Youth Owned	9.0%	
Black Persons with Disability	6.0%	

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS**

Jobs: Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created
Minimum 39 Grade C Guards	Tenderer's proposal

Type of Jobs to be retained	Number of Jobs to be retained
Tenderer to propose	Tenderers proposal

Skills development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa.

Skill type / Occupation	Eskom target	Proposed Number of Candidates
Security – Supervisor Years 1 to 3 (one each year)	3	
Security – Grade C Guard Dog Handler: Years 1 and 2 (1 per year)	2	
Security – Grade C Guard Control Room Operators: Years 1, 2 & 3 (1 per year)	3	
Security – Grade C guard to Grade B Guards Year 1	20	
Security – Grade B Guard to Grade A Guard Year 2	15	
Security - First Aider levels 1 and 2 Course (one per year)	2	
Security – Fire Fighting Course (one per year)	2	

Out of the 39 [thirty-nine] Grade C security guards for this sector, 32 (thirty-two) thereof will be given the opportunity for skills development for the entire three-year contract period, as per this sector resource allocation. The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives.

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****SDL&I Penalty and Performance Security**

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

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:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Reporting and Monitoring

- The suppliers shall on a quarterly 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 30 (thirty) 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.

29 Subcontracting**30 Preferred subcontractors**

Not applicable

31 Subcontract documentation, and assessment of subcontract tenders

Not applicable

32 Limitations on subcontracting

Not applicable

33 Attendance on subcontractors

None

**THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT -
EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS****34 Plant and Materials****35 Specifications**

As per Task order

36 Correction of defects**37 Contractor's procurement of Plant and Materials**

Material to be procured Locally from Eskom approved Supplier

38 Tests and inspections before delivery**39 Plant & Materials provided "free issue" by the Employer**

As per Task order

40 Cataloguing requirements by the Contractor

None

41 Working on the Affected Property

The Contractor must adhere to the OHS Act

42 Employer's site entry and security control, permits, and site regulations.

As Per task order

43 People restrictions, hours of work, conduct and records.

As per the Task order

44 Health and safety facilities on the Affected Property

As per the Task order

45 Environmental controls, fauna & flora

These matters are dealt with in the general environmental requirements referred to in section 3 above.

46 Cooperating with and obtaining acceptance of Others

The contractor must cooperate with Eskom's employees working at Eskom Sites

47 Records of Contractor's Equipment

The guard house and the panic system is kept on Eskom's site

THE PROVISION OF SECURITY SERVICES IN MPUMALANGA OPERATING UNIT - EMALAHLENI SIYABUSWA SECTOR OVER A PERIOD OF 36 MONTHS

48 Equipment provided by the *Employer*

Breathalyzer and security scanner

49 Site services and facilities

50 Provided by the *Employer*

Site

51 Provided by the *Contractor*

As Per Task order

52 Control of noise, dust, water and waste

The Contractor to adhere to Environment Management Act

53 Hook ups to existing works

The Contractor to adhere to Environment Management Act

54 Tests and inspections

55 Description of tests and inspections

Site visits as per Task Orders/Work instruction

56 Materials facilities and samples for tests and inspections

As per scope of work

57 List of drawings

58 Drawings issued by the *Employer*.

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title