



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 the outcome-based security contract that integrates technology solutions with traditional security measures (security technology and physical guarding services), on the Komati Water Scheme and the associated National Key Point pump stations; the Kendal-Kusile pipeline and the Kriel-Matla pipeline (Mpumalanga Province) for a period of 5 years (60 months) commencing 1 April 2027**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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[to be inserted from Returnable Documents at award stage]	

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 the outcome-based security contract that integrates technology solutions with traditional security measures (security technology and physical guarding services), on the Komati Water Scheme and the associated National Key Point pump stations; the Kendal-Kusile pipeline and the Kriel-Matla pipeline (Mpumalanga Province) for a period of 5 years (60 months) commencing 1 April 2027

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.

Option C	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*.

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	
	<i>(Insert name and address of organisation)</i>
Name & signature of witness	
Date	

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option: [Redacted] dispute resolution Option and secondary Options [Redacted]	NEC 3 TSC C: Target contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation (In line with annual PSIRA increases) X2: Changes in the law X17: Low Performance Damages X18: Limitation of liability X19: Task Order X20: Key performance indicators Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name): Address Tel No. Fax No.	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 Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg 011 800 8111
10.1	The <i>Service Manager</i> is (name): Address Tel Fax	Lee-Ann Pervaiz Eskom Holdings SOC Ltd, 2 Maxwell Drive, Sunninghill Sandton 011 516 7019 N/A

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

e-mail

jacobslj@eskom.co.za

11.2(2)	The Affected Property is	Eskom, Komati Water Scheme (KWS), comprising of Nooitgedacht, Bosloop and Vygeboom pump stations KWS Pipeline servitudes Kriel-Mala Pipeline Kendal-Kusile Pipeline
11.2(13)	The <i>service</i> is	The provision of the outcome-based security contract that integrates technology solutions with traditional security measures (security technology and physical guarding services), on the Komati Water Scheme and the associated National Key Point pump stations; the Kendal-Kusile pipeline and the Kriel-Matla pipeline (Mpumalanga Province) for a period of 5 years (60 months) commencing 1 April 2027
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Loss of Eskom assets. 2. Poor handling of firearms and ammunition. 3. Strike action by Contract Security employees. 4. Legal contraventions by Service providers with regards to the Firearm Controls Act, NKP Act and PSIRA 5. Usage of unregistered and non-compliant service providers that are using illegal foreign security officers that are not paid as per the PSIRA salary regulation and are untrained. 6. Non-compliance to health and safety Procedures 7. Non-compliance to NKP and PSIRA requirements 8. Non-compliance to Firearm requirements of firearm and Ammunition Act, Eskom firearm policy 9. Community Unrest 10. Poor Contract Management skills 11. Lack of security knowledge from Key Persons
11.2(15)	The Service Information is in	Part 3: Scope of Service.
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 week on official contract matters but 3 days for operational security matters
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	N/A
3	Time	
30.1	The <i>starting date</i> is.	1 April 2027
30.1	The <i>service period</i> is	For a total of 60 months (five years) ending 31 March 2032
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	between the last/30th 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	30 days
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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 <i>mutatis mutandis</i> 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.</p>
6	Compensation events	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
7	Use of Equipment Plant and Materials	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

8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	<p>1. Loss and /or theft Eskom's Assets</p> <p>2. Damage to Eskom property due to criminal activity</p> <p>3. Safety of Eskom staff and contractors due to criminal activity.</p>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	As stated for in the <i>Employer's</i> Assets All Risk Insurance Policy subject to an insurance deductible payable by the <i>Contractor</i> in the amount of: Generation property – R 25 million
83.1	The <i>Employer</i> provides these additional insurances	As stated for in the <i>Employer's</i> Assets All Risk Insurance Policy subject to an insurance deductible payable by the <i>Contractor</i> in the amount of: Generation property – R 25 million
83.1	The <i>Contractor</i> provides these additional insurances:	
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	The amount of the deductibles in respect of the <i>Employers</i>: Generation property – R 25 million
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	R500 000.00 (five hundred thousand Rand)
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).

9 Termination

10 Data for main Option clause

C Target contract with pricelist

20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	4 Four weeks
	The <i>exchange rates</i> are those published in	N/A

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	1st Floor Maisels Chambers 4 Protea Place Sandton
	Tel No.	(011) 320 0600
	Fax No.	(011) 320 0533
	e-mail	info@arbitration.co.za
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.
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	X
X1.1	The <i>base date</i> for indices is	Not applicable. PSIRA yearly price increases will apply to the contract.
	The proportions used to calculate the Price Adjustment Factor are:	
	Labour (Security)	80%
		proportion
		linked to index for
		Sectoral Determination
		Index prepared by
		PSIRA

	Patrol of Servitude (Fuel)	5%	[•]	[•]
			[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
	Fixed/Non-adjustable	15%		
X2	Changes in the law	The current law must be applied and adhered to at all times		
X4	Parent company guarantee	N/A		
X12	Partnering	N/A		
X13	Performance bond	N/A		
X13.1	The amount of the performance bond is	N/A		
X17	Low service damages	N/A		
X17.1	The <i>service level table</i> is in	<p>Refer to Scope of Work document attachment</p> <p>Consequence management framework: Incidents Relating to Loss or Damage of Property High-Impact Sites (Zero Tolerance):</p> <ul style="list-style-type: none"> • First Breach: Formal written warning, mandatory retraining, and recovery of losses by Eskom. The main supplier must ensure corrective actions are taken by the service partner. • Second Breach: Financial penalty (5% of contract value), independent audit, and recovery of losses. The main supplier must replace the non-performing service partner. • Third Breach: Termination of contract and recovery of all losses. <p>Low-Impact Sites (≤ 2 Minor Incidents/Month):</p> <ul style="list-style-type: none"> • First Breach: Verbal warning, corrective action within 24 hours, and recovery of losses. The main supplier must ensure the service partner implements corrective actions. • Second Breach: Written warning, additional training, and recovery of losses. The main supplier must review the service partner's performance. 		

		<ul style="list-style-type: none"> • Third Breach: Financial penalty (5% of contract value), performance review, and recovery of losses. The main supplier must replace the non-performing service partner. <p>The penalties to be imposed on the contractor as per outcome based KPI'S is represented in Table 4: Penalty Framework table of the Scope of Work / Contract Data</p>
X18	Limitation of liability	X
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 described in the <i>Employer's</i> Asset All Risk Insurance Policy: Generation property – R 25 million
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	• N/A
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	• the total of the Price
X18.5	The <i>end of liability date</i> is	N/A
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	X
X20	Key Performance Indicators (not used when Option X12 applies)	N/A
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	N/A
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Quarterly
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 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 *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 Ethics

Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the

Contractor or any such member is removed from an approved vendor data base of the *Employer* as a consequence of such practice.

Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

Z5.1 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.

Z5.2 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*.

Z5.3 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.

Z5.4 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*.

Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the 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.

Z7 Health, safety and the environment: Add to core clause 27.4

Z7.1 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.

Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 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.

Z8.2 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.

Z8.3 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.

Z9 Notifying compensation events

Z9.1 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.

Z10 *Employer's* limitation of liability

Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a business rescue order granted against it.

ANNEXURE A: INSURANCE PROVIDED BY THE EMPLOYER

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left-hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required, the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

C1.2 Contract Data

Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The Contractor is (Name): Address Tel No. Fax No.	
24.1	The key people are:	
	1	Name: Job: Responsibilities: Qualifications: Experience:
	2	Name: Job: Responsibilities: Qualifications: Experience:
		CV's (and further key person's data including CVs) are in .
E	Cost reimbursable contract	
11.2(12)	The price list is in	Part 2: Pricing Data

PART 2: PRICING DATA

TSC3 Option C

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

C2.1 Pricing assumptions: Option C

XXXXX

C2.2 the *price list*

Work Package 1				
KWS Security Services	Quantity	Unit Cost	Price per month	Total 5Year Cost
Security Officer - Grade C (Armed and stationed at the pump stations)	24		R -	
Security Supervisor - Grade B (Armed and stationed at the pump stations)	6		R -	
Security Officer - Grade B for Roaming between the pumps and pipelines	4		R -	
Security Officer - Grade B for Patrolling the servitudes and pipelines	4		R -	
Panic Buttons - for the patrol vehicles	4		R -	
Monthly maximum kilometers travelled by the patrol vehicles	20 000		R -	
Total				R -

Work Package 2				Total
Technology Item	Quantity	Unit Cost	Total 5Year Cost	5 Years
Handheld card reader access control systems	4		R -	R -
Alcohol testers	4		R -	R -
Body-worn cameras	38		R -	R -
Push to Talk (PTT) Radios	17		R -	R -
Satellite phones	4		R -	R -
Public Address System	51		R -	R -
Maintenance of elect fencing and CCTV	60		R -	R -
Central Control Room	48		R -	R -
				R -
Subtotal 1				R -
Preliminary and Generals				R -
Total				R -

The total of the Prices

PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

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1. DESCRIPTION OF THE SERVICE

1.1 EXECUTIVE OVERVIEW

- The required services for KWS security are Category C, as defined by the Private Security Industry Regulatory Authority (PSIRA), which is a 24/7 security operation, including:
- Trained Armed Grade C security guards for static security purposes to protect NKP and non-NKP sites, (Static referring to located within a site and will include foot patrols, searching of vehicles and persons)
- Armed Grade B security guards for vehicle patrols
- Armed response on security breaches Emergency Preparedness Appointments at the Pump Stations
- Ad-hoc services to be included in the rate (as and when required)

1.2 EMPLOYER'S REQUIREMENTS FOR THE SERVICE

The scope of work is the provision of Category C - 24/7 all-inclusive physical security services, namely:

- Armed static guarding, access controls and foot patrols around the pump stations
- Control room monitoring at the pumpstation
- Armed vehicle response
- Armed escorting and monitoring services,
- Pipeline patrols
- Emergency preparedness appointments

ACCESS CONTROL

Access control activities at all pump stations (Vygeboom, Bosloop and Nooitgedacht/Wintershoek) that are NKP's, which prescribes that only AUTHORISED persons, vehicles, vessels, tools, equipment, objects, and materials shall be permitted to enter or leave Eskom installations or specific designated areas within the facility, building or property.

For ease of reference the access control of which the security guards need to familiarise themselves with is managed by undertaking the following,

- Ensuring that there is a complete and accurate record and register of all individuals entering the site/workplace both during and after work hours.
- Ensuring every person entering the site/pump station premises, office, site, or area must have a legitimate reason to be present and must be positively identified and screened by security officials on entry and exit,
- Managing the removal of assets (both in and out of the site/pump stations)
- Testing all persons for Alcohol use/consumption on entry and exit
- Confirming visitors (using the visitor register on site, calling relevant Eskom person to verify ID, purpose etc)
- Searching of vehicles entering and exiting the Pump station.
- Induction will be given to guards regarding the access control procedures and processes for monitoring on the KWS sites.

- All security guards must familiarise themselves with the site-specific procedures on access control including identifying of persons entering and searching of vehicles
- The KWS Access control procedure guides the above
- All access points are visual monitored on 24/7/365 basis
- All alarms are monitored and responded to
- All security technologies (CCTV's, etc) that are hosted in the control rooms are monitored and security breaches and alarms are responded to
- All security guards must ensure that the familiar with the procedures and rules of the control room
- All security that are on foot patrol to be monitored via CCTV and Radio
- Respond to panic buttons from security guards and/or visitors

CONTROL ROOM MONITORING

Monitoring of the control rooms at all pump stations (Vygeboom, Bosloop and Nooitgedacht/Wintershoek) that are NKP's

PATROLS (FOOT PATROLS AND VEHICLE PATROLS)

The patrol guarding function will include and is not limited to:

PATROLS

Both foot and vehicle patrols teams, shall provide a real time guard monitoring or guard patrol capability. The service provider and the system shall be capable of generating monthly reports, in line with service delivery:

- Execution of crime prevention patrols and armed response at the critical network infrastructure and hotspot areas including any other specified sites within regional boundaries.
- Perform armed response activities to substations, Eskom offices, and network infrastructure and hotspot areas in the assigned area of operation.
- Provide escort duties to Eskom employees and *contractors* while working in hotspot areas and as required by Eskom.
- 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.
- Prevention of unauthorized removal of Eskom assets from Eskom sites and network infrastructure.
- 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.
- The Komati Water Scheme Head of Security or his/her delegate reserves the right to re-direct crime prevention activities in his/her area of responsibility.
- No deviations from the operational plan without the authorization of the Eskom Head of Security or his/her delegate will be permitted.
- Panic Button with armed response
The tender shall be detailed in terms of its requirements for panic buttons. The cost for panic buttons and armed response by the firm contracted by the service provider for armed response shall be charged separately. a) Vehicle patrols using a 1-ton bakkie with 4x4 capability.
- Vehicle patrols are undertaken with a minimum of two Grade B security guards, which include supervisory visits between the pump stations, Servitude patrols, and armed responses and escort services.

- The servitude patrols shall include the entire (Komati Water Scheme pipelines which extends from Vygeboom Dam (Near Badplaas) to Duvha Power Stations (Near Witbank), the Kendal to Kusile pipeline and the Matla to Kriel including hot spot areas as determined on an adhoc basis,
- The service provider (Grade B security guard/supervisor) and the head of security shall agree upon patrol plan for the week ahead by Friday of the current week.
- The kilometres travelled for these patrols will be determined from the agreed starting point or agreed overnight storing place of the vehicle on the KWS, which will include security meetings, investigations etc on the site. Any travel outside the scheme, or areas not approved by the head of security shall not be paid for by the employer.

1. FOOT PATROLS WITHIN THE PUMPSTATIONS

The static/physical guarding function shall undertake foot patrols along the perimeter fences of pump stations (Vygeboom, Bosloop and Nootgedacht/Wintershoek) that are NKP's and specific areas within the pump station. This is to:

- Identify, assess, and report any defects of the electric fence or inner or outer non-energised fence
- Identify, assess, and report all security treats both within and outside the perimeter fence

2. VEHICLE PATROL AND SECURITY PATROLS

The service provider shall provide fully trained and competent armed patrols security guards (Grade B) with NKP Competency, training, and accreditations to undertake these guarding duties along the servitudes, crime hot spots and other areas determined by the head of security and the contract manager.

- Vehicle patrols is to be undertaken using a 1-ton bakkie with 4x4 capability
- Vehicle patrols are undertaken with a minimum of two Grade B security guards, which include supervisory visits between the pump stations, Servitude patrols, and armed responses and escort services.
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- The kilometres travelled for these patrols will be determined from the agreed starting point or agreed overnight storing place of the vehicle on the KWS, which will include security meetings, investigations etc on the site. Any travel outside the scheme, or areas not approved by the head of security shall not be paid for by the employer.

3. ESCORTING SERVICES/ARMED TACTICAL RESPONSE

- Escort services to be costed separately and only to be used on instruction of the contract manager.
- The escorting services/armed response is ad-hoc but must be immediately available on request by the Contracts Manager.
- A 48-to-72-hour notice to the Security Service provider will be given, to ensure the availability of sufficient armed escorting personnel and vehicles. Requests be made by the Head of security or contracts manager.
- The rate for kilometre that is reimbursed is as per the patrol rate for kilometres travelled

- Armed escorting services entail the escorting of Eskom personnel and contractors during and after hours in high-risk areas, and situations as determined by security risks and treats.
- Ad-hoc Services (consisting of an armed driver, armed crew member and a suitable vehicle) shall be required for escorting services on an “as and when” required basis.
- Guards doing the armed escorting duties must comply with the following requirements and must be capable of rendering the service as follows:
- The armed escort team/s must be in constant contact with a control room for regular reporting and to obtain assistance when needed. A proper register must be kept at the control room containing situation reports, incident reports and any communication with the armed escort team.
- A proper register must be kept at the control room containing situation reports, incident reports and any communication with the armed escort team.
- The armed escort team must do the escorting in a tactically sound manner:
- Possible ambush positions must be secured before the Eskom members being escorted are allowed to proceed through the position. Information on routes to be travelled, pickup and delivery points to be provided to the escort team beforehand.
- When the site where the Eskom members are to perform their duties is reached, the armed escort team needs to secure the area before the Eskom employees commence work.
- The armed escort must take up a position for all round defense of the area where the Eskom employees are working and be constantly vigilant and conduct situation awareness.
- All armed escort vehicles shall be equipped with a local global positioning system or Satellite Surveillance or any other system that would assist them.
- The armed security guards are to travel in their own vehicle and provide protection to the Eskom employee/s.
- The security guard shall be required to meet the Eskom employees at an Eskom site or predetermined place; escort the Eskom employee for the required period and then return to where they first met or an alternative drop-off point.

ARMED TACTICAL SECURITY OFFICER MINIMUM REQUIREMENTS:

- All Security officers must be registered with PSIRA at the required grade in compliance to PSIRA Act 2001 (Act No. 56 of 2001).
 - Have up to date SAPS Firearm competency certificates with strict adherence to the Firearms Control Act.
 - Armed Security officers must always carry Company issued Firearm permits whilst on duty, as per the Firearm Control Act.
 - Accredited valid training certificates with results (Regulation 21), Firearm Control Act, 2000 (Act No. 60 of 2000).
 - Accredited Level 1 First aid and firefighting training.
 - Armed Security officers must have completed SASSETA business purpose training on the specific firearms they are expected to use.
 - 9mm pistols for self-defence.
 - Semi-automatic rifles for escort duties.
 - Only Company licensed firearms to be issued to Security Escort officers.
 - Updated service record for the firearms and adequate ammunition to be issued.
-
- Valid South African driver’s license (EB).
 - Armed Escort Officer shall be physically and mentally fit to perform the nature of duties as detailed in this scope of works.
 - Have the expertise to, but not limited to legal aspects and the use and handling of firearms.

- Results of Criminal background checks (AFIS accredited service providers) of the Escort Officers not older than 3 months from the date of deployment. Reports shall be provided prior to the agreed upon deployment date.
- Security officers will be expected to sign a declaration of Secrecy before commencements of their duties in terms of this contract.
- Copies of signed PSIRA Code of Conduct of all Security Officers deployed at sites.
- Security officers should not have been convicted of any criminal offence and should disclose all pending criminal prosecutions against them. Non-disclosure of such will result in the officers' automatic removal from Eskom site or duties and the contractor held liable for any losses or damages incurred as a result thereof.
- Security officers must be able to read and write and express themselves well in English.
- Security Officers must be always sober.
- Security Officers must be issued with PPE and Safety shoes.
- Security Officers must be issued with Level 3 bullet-proof vests, handcuffs, torches with spare batteries, pocketbooks, and pens.
- Security Officers to be issued with cell phones with adequate airtime.
- A proper register must be kept containing situation reports, incident reports and any communication means with the armed escort team.

SHIFT RELIEF/ HAND OVER PROCEDURE

- A formal Shift relief handover will be done daily as prescribed below:
 - A Security guard shall not leave his/her post of duty unless his/her relief has arrived.
 - The Security guard will not leave his/her post of duty until the delegated Eskom employee or security supervisor has arrived and is satisfied that all is in order.
 - The security guard taking over must satisfy himself/herself that all is in order before accepting full responsibility. He/she must check that any equipment, torches, two-way radios, telephones, firearms, etc are on hand and in operational order. He/she must also ensure that all required registers are up to date and on hand. Should there be any keys on hand, these must also be checked.
 - The security guard taking over duty must make an appropriate entry in the OB thereby verifying that all is in order at shift take-over. Any shortcomings must be reported to the security supervisor and Eskom Head of Security. It must also be recorded in the OB.
 - The security guard going off duty and the one reporting for duty will do one foot patrol together to ensure that all is in order before duty is handed over.
 - The Security guard going off duty must stay and witness the security guard taking over. He/she must make an entry in the OB stating his/her name and that he/she has handed over duty and full responsibilities to the new guard, stating his/her name. He/she must also state everything is in order and all equipment used is operational.
 - The new Security guard must make an OB entry confirming that duty and responsibility have been taken over. He/she must also confirm that everything is in order and all equipment is on hand and operational
-
- **NB:** The Security Service providers' duties are not limited to the above but shall include any other legal security activities that Eskom may introduce to enhance security in the Operating Divisions, in line with the security services outlined here above and such activities shall be communicated to the Service provider in writing.

COMMUNICATION

The service provider must ensure suitable continuous communication between operational control room and their deployed staff. Either one or more of the following mediums of communications shall be provided as per user requirements: hand-held(two-way) radios, satellite radio, contracted cell phones, base radios, and push to talk (PTT).

- Where the site requires that two-way radios be part of the security equipment, these radios must be provided.
- The number of radios required will be determined by the Eskom Head of Security
- Battery chargers must also be provided to ensure that at no time the radios are inoperable due to flat batteries. The Service providers are to ensure that batteries should also be on site for use while the initial batteries are being charged.
- Such radios must be able to communicate with THE SERVICE PROVIDERs control room 24hr where necessary.
- Communication checks to be conducted weekly and confirmed in the OB daily.

SECURITY REGISTERS

- The Security Service provider will be required to provide with the Occurrence books, Visitors and After-hours registers. Occurrence book to be correctly completed by Security guards and supervisors listing all occurrences and visits on site.
- The OB must be completed to indicate the following:
 - Shift start time, personnel postings,
 - Record inspection results and activities on hourly basis.
 - Report all emergencies and possible illegal activities to the designated managers.
 - Ensure that no unauthorised person enters the premises.
 - Logging of Patrol of the facilities and perimeters of the site.
- Visitors register to be completed daily and filed on site for future reference and pages must be numbered.
- Contractor must ensure that quality registers are provided. Register must remain bonded, with no loose pages.
- 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.

OTHER REGISTERS / DOCUMENTS INCLUDE:

- Posting Sheets
- Patrol reports
- Firearm hand over / take over register
- Firearm permits
- Firearm Discharge register
- Inspection Reports (weekly and monthly)
- Removal permits

- Weekly, monthly inspection registers.
- Section report registers
- Monthly safety inspection register
- Meter reading register
- Pocket book
- Found property register
- Removal permit register
- Take meter readings in the pump station (daily) • stock control register

INCIDENT REPORTING AND INVESTIGATION

- All incidents and response to incidents must be handled according to the relevant SOPS and/or work instructions for each site.
- All incidents (including incidents in terms of the Occupational Health and Safety Act), should be reported immediately, and within 24 hours and a preliminary investigation report (Flash report) provided. A final Incident investigation report must be complete within Seven (7) days.
- Crime incidents shall be investigated, and a report should be submitted timeously to the Eskom Security Operations Guard and Eskom Security contracts manager.
- The SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities.
- Weekly status reports are to be supplied by the service provider.
- 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.

RESPONSE TO EMERGENCIES

An “emergency” is any incident or actions that require the evacuation of a site/ affected area.

- Assist in emergency situations as instructed by the Head of Security as per site specific emergency plans
- Assist in executing the evacuation procedures as applicable to the site
- Ensure that all persons, employees, information, and assets are protected
- Appropriate training in safety evacuation and emergency procedures
- Emergency contact numbers will be made available by Supervisor/ SM, can be found in the site control room of which security personnel must familiarise themselves with.

DOCUMENTATION

The following documentation is to be supplied by the security service provider at least four (4) weeks before a Task order can be issued and commencement of the contract.

- List of all potential security guards intended to be deployed on Eskom sites in terms of this contract.
- Certified ID copies and PSIRA certificates of all security guards.
- Copies of NKP competency certificates and or NKP training results for those still awaiting their issuing of NKP competency certificates.
- List of all firearms to be used and certified copies of the licenses.
- Certified copies of all Security guards' SAPS firearm competency certificates.
- Certified copies of SASSETA business purpose training certificates for all armed Security guards.
- Certified copies of the company and Directors PSIRA registrations certificates.
- Criminal check records as proof that the Security guards have not been convicted of any criminal offence.
- Certified copies of Advance driving course, for all drivers.
- A list of all vehicles and maintenance records for vehicles to be used as per this contract.
- Driver risk profiles must be submitted for every driver as per this contractor.
- A compressive risk assessment and a site risk assessment report for all sites.
- Emergency Preparedness procedure with relevant contact details.
- Equipment list per site.

- Standard operating procedures per site to include the following but not limited to and should be approved by Eskom representative before application:
- Wearing of uniform standard.
- Communication procedure.
- Firearm handling procedure.
- Shift changes.
- Response process.
- Grievance procedures and sick leave procedures

SALARIES AND PAYMENT

Security Service Providers shall pay security guard at least the minimum wage specified on the Sectorial Determination, of the Private Security Sector, South Africa. Register all security guards with the Department of Labour: UIF, COID and provident fund.

TRANSPORTATION OF SECURITY GUARDS

Eskom shall not pay additional costs for the transportation of guards to and from work as these are provided for in the 20% overhead fee for security services.

INTERPRETATION AND TERMINOLOGY

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to abbreviation
NKP	National Keypoint
SABS	South African Bureau of Standards
RCA	Root Cause Analysis
SARS	South African Revenue Services
SAPS	South African Police Services
PSIRA	Private Security Industry Regulator
COID	Compensation for Occupational Injuries and Diseases
SASSETA	Safety and Security Sector Education and Training Authority
NCR	Non-Conformance Report
PTT	Push-to-Talk
SOP	Standard Operating Procedure
KWS	Komati Water Scheme
OB	Observation Book

MANAGEMENT STRATEGY AND START UP.

2.1 THE CONTRACTOR’S PLAN FOR THE SERVICE

The Contractor will carry out the issued scope of work as provided by the employer.

2.2 MANAGEMENT MEETINGS

Contract meetings to be convened on a quarterly or monthly basis or as needed by the employer at any given period.

All meetings shall be recorded using minutes and an register prepared and circulated by the contracts manager or the person who convened the meeting.

CONTRACTOR’S MANAGEMENT, SUPERVISION AND KEY PEOPLE

Supervisor =10 (Grade B)

Security guards=4(Grade B)

Security guards=24 (Grade C)

RESOURCES PROVIDED BY THE SERVICE PROVIDER

The resources required to perform this scope of work is tabled below. The resource list is informed by the KWS security plan, treat and risk assessment, and the current limitations on permanent Eskom Employees. The equipment (Vehicles and Panic Button) is priced outside the equipment that is required and included in the price schedule of the PSIRA rates.

Table 1: Resources provides by the service provider for the scope

Site Name	Static Guarding				Roaming Gaurding		Equipment paid by Employer(I,e not included in PSIRA rate)	
	Dayshift(Grade B-Armed NKP Accrediated)	Nightshift(Grade B-Armed NKP Accrediated)	Grade C NKP Dayshift	Grade C NKP Nightshift	Grade B-NKP Dayshift	Grade B -NKP , Night Shift (But at stationed at a pre-determined pump station waiting to respond to emergencies	Panic Button	Patrol Vehicle
Nooitgedacht/Wintershoek Pump Station(NB this is one site)	1	1	4	4	2	2	1	1 off 4x4 up to 2000 km per month (Crime and emergency responses
Bosloop Pump Station	1	1	4	4			0	0
Vygeboom Pump Station	1	1	4	4			0	0
servitudes and pipelines	0	0			2	2	1	Patrols 1 off 4x4 up to 7000 km per month
Total	3	3	12	12	4	4	2	2

NB – the vehicle can be interchanged as needed, however the total accumulative kilometres must exceed the allowed contract kilometres

The Service provider must:

- Be registered with the Registrar of companies, SARS, COID and PSIRA.
- Be a well - established company and in existence for at least 2 years with an office/control in Mpumalanga Province.
- Have access to licensed firearms.
- Have access to a PSIRA and SASSETA registered training facility.
- Be able to supply, sustain and manage enough Security guards to satisfy the requirements of Eskom Komati Water Scheme.

The service provider shall, supply ESKOM with the following:

- Detailed plan of home-work-home transport for its employees (where applicable) Transport of guards will not be on the back of bakkies/ or similar vehicles. Safety belts must be worn by all guards when transported.
- Detailed list of firearms and ammunition required for the job and appropriate magazines and holsters.
- List of all operational equipment as required and/ stipulated by Eskom.
- List of responsible individuals for the control and registry of service provider firearms during shift handovers.
- Medical and PSIRA certificates for each employee.
- Detailed plan to supply additional personnel in case of emergencies (AD-HOC) and special projects at Eskom.
- Detailed strike management plan and a list of manpower to counter shortfalls during labour actions.
- Fitness test/ medical competence and firearm competence certificates as stipulated by Eskom.
- The Service provider shall provide security guards who have the necessary qualification, skill and expertise and have passed appropriate training courses approved by the PSIRA. It is the inherent responsibility of the Supplier to ensure that the entire security guard's registration numbers are currently valid.
- The Service provider shall ensure that the security guards guard are neatly always attired in full uniform, and they must be provided with the equipment necessary for the efficient performance of their duties and responsibilities, to ensure the highest level of service to be rendered at any given time.
- The Service provider will ensure that the security guards guard are registered, trained, and qualified at the grade required by Eskom.
- The Service provider must comply with all relevant legislation: Acts, Provincial Ordinances or by-laws and Private Security Industry Regulatory Authority requirements
- Security guards must be firearm competent it SAPS firearm competency (where applicable).
- Firearm competency certificates and PSIRA identification cards must be carried whilst on duty at an Eskom site.
- Operations manager must have proven security industry experience and be registered with PSIRA

DOCUMENTATION CONTROL

Contract documents must be stored safely. Communication by email accepted, or by compiled letters

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

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;

The invoice shall be submitted with the signed off payment certificate

RECORDS OF DEFINED COST TO BE KEPT BY THE CONTRACTOR

The contractor is to keep record of actual costs for 5(five) years.

TRAINING WORKSHOPS AND TECHNOLOGY TRANSFER

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

MANAGEMENT OF WORK DONE BY TASK ORDER

A Task Order will be issued to the Contractor by the Employer's representative. This task order will be accompanied by a SAP 45 (Order) number for reference purposes when the contractor invoices. A task order format is provided in an annexure attached.

HEALTH AND SAFETY, THE ENVIRONMENT AND QUALITY ASSURANCE

HEALTH AND SAFETY RISK MANAGEMENT

The *Contractor* shall comply with the health and safety requirements within KWS.

The supplier shall provide the following:

- Occupational Health and Safety appointments in accordance with the Occupational Health and Safety act.
- Approved safety plan

SAFETY REQUIREMENTS

- All vehicles utilized to transport staff, must be fitted with SABS approved seatbelts.
- No transporting of persons on open /Vehicle shall be allowed.
- The Service provider is responsible to ensure that the security guards deployed at Ad-hoc sites have access to a shelter, water, and sanitation.
- All Security guards should receive a safety induction before they can be deployed on Eskom sites.
- 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.
- Open fires, the use of bar heaters and hotplates as heaters at Eskom sites, is totally prohibited.
- Security guards should observe the provisions of the Criminal procedure Act and all relevant legislation regarding the use of minimum force. Security guards 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.

ENVIRONMENTAL CONSTRAINTS AND MANAGEMENT

Contractor must comply with all applicable Environmental procedures and standards within the KWS.

QUALITY ASSURANCE REQUIREMENTS

Contractor must comply with all applicable Quality procedures and standards within KWS.

PROCUREMENT

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

PEOPLE

MINIMUM REQUIREMENTS OF PEOPLE EMPLOYED

All Security personnel deployed must be trained in terms of the various legislative requirements.

- (Private Security Industry Regulatory Authority (PSIRA),
- National Key Point (NKP), Firearm Control Act (FCA).
- All Security personnel to comply with the continuation and refresher training in terms of the NKP and FCA.
- All Security personnel to be trained on the Contractor's Human Resources and Industrial Resources policies and procedure such as: sick leave, grievance hearings, disciplinary hearings, ethics, safety etc
- All Security guards, equipment, tools, and training deployed by the Service Provider to Eskom sites must comply and adhere to Eskom policies and all relevant national legislations. (Annexures attached

BBBEE AND PREFERENCING SCHEME

Covered under SD&L Requirements

SUBCONTRACTING

PREFERRED SUBCONTRACTORS

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

SUBCONTRACT DOCUMENTATION, AND ASSESSMENT OF SUBCONTRACT TENDERS

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

LIMITATIONS ON SUBCONTRACTING

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

ATTENDANCE ON SUBCONTRACTORS

State requirements for attendance on Subcontractors, if any

PLANT AND MATERIALS

SPECIFICATIONS

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However, to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

CORRECTION OF DEFECTS

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

CONTRACTOR'S PROCUREMENT OF PLANT AND MATERIALS

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

TESTS AND INSPECTIONS BEFORE DELIVERY

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

PLANT & MATERIALS PROVIDED "FREE ISSUE" BY THE EMPLOYER

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, offloading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that 'all other Plant and Materials are to be provided by the *Contractor*'.

WORKING ON THE AFFECTED PROPERTY

Komati Water Scheme that are National Key Points

EMPLOYER'S SITE ENTRY AND SECURITY CONTROL, PERMITS, AND SITE REGULATIONS

Contractor to access site as per Employers requirements, notifications, security checks and declarations

PEOPLE RESTRICTIONS, HOURS OF WORK, CONDUCT AND RECORDS

- Working times determined by PSIRA – 48 hours per week Shift workers and 45 hours per weekdays
- The security service is required for the following
- 24 hours a day / 7 days a week on a two-shift cycle i.e., 06:00 to 18:00 dayshift and 18:00 to 06:00 night shift.
- A signed off reviewed list of Security guards deployed in terms of this contract must be provided on monthly basis, within 5 days prior to the commencement of the new month.
- The contractor is responsible to ensure that every shift complement is satisfied before commencement of the shift, no short postings are allowed and shift fill ins to be immediately provided where shortages occur.
- 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.

HEALTH AND SAFETY FACILITIES ON THE AFFECTED PROPERTY

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

ENVIRONMENTAL CONTROLS, FAUNA & FLORA

Environmental requirements of the Employer and specifically the Komati Water Scheme must be followed by the contractor. The guards will be responsible to report any environmental issues noted when doing patrols.

COOPERATING WITH AND OBTAINING ACCEPTANCE OF OTHERS

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

RECORDS OF CONTRACTOR'S EQUIPMENT

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

EQUIPMENT PROVIDED BY THE EMPLOYER

Alcohol blower will be made available for use by the employer.

SITE SERVICES AND FACILITIES

PROVIDED BY THE EMPLOYER

GUARD HOUSE

Where a guard house is required on a temporary basis, Eskom shall pay the costs for rental, with the obligation for sourcing of the guard houses placed on the supplier. to avoid any compromises on the quality

DRINKING WATER

The provision of potable water by Eskom to a site where water is unavailable is an Occupational Health and Safety Act requirement and therefore makes it mandatory for Eskom to make that provision.

ABLUTION FACILITY (PORTABLE TOILET)

Where ablution facilities are required at site, this becomes a legal and mandatory obligation for Eskom to ensure these are provided for.

EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR

- The following equipment is standard issue, and it is at the Service Provider's cost and to ensure that all security guards are issued with the equipment to perform their duties on Eskom sites
- Baton, Pepper spray (full and working) and Pocket Book.
- Torches per guard with fully charged batteries or provided with charger on site.
- Communication devices e.g. Two-way radios/ Smart PTT with chargers and linked to the service providers control room for reliable and effective communication or alternatively Company Contracted Cell phones (devices capable of sending WhatsApp messages with camera function) with chargers to be able to communicate with contractor control room effectively.
- Handcuffs
- Security Supervision 1 visit per shift
- Fire extinguishers for vehicles
- First aid kits
- Real time guard monitoring devices/ systems and reporting capability
- Access control services such as Breathalyzer testing and access control monitoring
- Bullet proof vests (Level III Special SA Mix) as per specification.
- Security uniforms
- Safety shoes preferably combat boots as a precaution for snake bites
- Panic Button with armed response
- The tender shall be detailed in terms of its requirements for panic buttons.

- The cost for panic buttons and armed response by the firm contracted by the service provider for armed response shall be charged separately.
- Neat, clean, covered and properly bonded Security Registers on site.
- First Aid Kit as per General Safety standard 3.4 per site must be inspected monthly to ensure all contents are still intact, usable and expiry date checked. The replenishment of the kit contents is at the cost of the security contractor.
- Training and refresher training of security guards on First Aid, Fire Fighting, Use of Fire Extinguisher, and Substance screening and testing must be conducted at the cost of the security contractor.
- Security Company uniform for all types of weather, reflective jacket with company logos.
- Bullet-proof vests SA MIX 111 SABS per guard. Tenderers to refer to specification guideline.
- A live guard monitoring system with adequate coverage of the entire Eskom facility monitored by the Service Provider control room.
- The service provider must have a 24-hour dedicated control room in the province or vicinity where they intend tendering.
- Proof of address must be submitted with the tender documents.
- The control room will be inspected by a designated Eskom Security official during the evaluation of the tender.
- The business premises must be registered with PSIRA as a security business at that location.
- The control room must have an electronic two-way radio base set that is connected to a radio network, which enables radio communication to the sites and patrol/response vehicles through the province.
- SABS approved Firearm safes
- Emergency Radio's with spare battery in the case of power failure.
- Operational computer with email facilities and capable to do live tracker monitoring to ensure that the security guard patrols the designated area regularly.
- The Control room must have a minimum of two controllers per shift.
- The registered premises must have an administration guard from Monday to Friday during normal office hours.
- The control room must have strict access control and it must be according to PSIRA standards. A PSIRA certificate regarding the control room standard must be submitted with the tender documents.
- Guards must be paid equal to or above required PSIRA salary rates. Proof of salary rates of the service provider must be submitted with the tender documents.
- All personnel must belong to a provident fund. A compliance letter from the fund must be attached to the tender.
- The Service Provider must submit proof of a Public Liability Insurance Policy to the value of at least R15 Million providing cover against all claims (including claims related to the use or misuse of firearms), against Eskom, Contractor, or its employees.
- The Service Provider must have at least two vehicles (Dedicated to the Eskom contract) in road worthy condition and must submit a certified copy of the registration certificate and road worthy certificate of the vehicles. Where a Service Provider leases a vehicle a copy of the lease agreement must accompany the tender documents.
- The vehicle provided should not be more that 20000 km, and not more than one year old at the inception of the contract.
- Where one of the vehicles are being serviced or is in maintenance a replacement vehicle should be made available.
- An inspection by Eskom Security personnel will be done after the closing date of the tender.
- The specification will be determined per the task order. All vehicles must be equipped with a local global positioning system or any other vehicle tracking device or system however,
- All security guards' equipment /site requirements shall form part of the scope for the provision of security services and shall be covered in the overhead fee and profit percentage payable to the supplier to ensure that the guards are fully equipped to perform their duties.

FIREARMS

- Only Eskom approved firearms namely, 9mm pistols, Rifles and Shot guns may be allowed for usage in terms of this contract. Revolvers are specifically excluded for usage as per this contract.
- Technical maintenance certificates must be available for all issued firearms
- Armed Security guards must have competency certificates for the specific firearm in possession thereof.
- Security Company is responsible for providing firearms, ammunition, firearm safe and registers as per Firearm Act.
- Only company firearms licensed in the security service providers name may be utilised as per this contract.
- The contractor must ensure provision of equipment/facilities for making firearms safe. A procedure to that effect, should also be in place.
- Each armed security guard must be provided with two full (ammunition) magazines.
- The service provider must ensure that Security guard's private firearms are not utilised for their business purposes, in terms of this contract.
- 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.

TRAINING

- All Security personnel deployed must be trained in terms of the various legislative requirements.
- (Private Security Industry Regulatory Authority (PSIRA),
- National Key Point (NKP), Firearm Control Act (FCA).
- All Security personnel to comply with the continuation and refresher training in terms of the NKP and FCA.
- The Contractor's Human Resources and Industrial Resources policies and procedure such as: sick leave, grievance hearings, disciplinary hearings, ethics, safety etc

CONTROL OF NOISE, DUST, WATER AND WASTE

State requirements, if any.

HOOK UPS TO EXISTING WORKS

State any constraints

TESTS AND INSPECTIONS

DESCRIPTION OF TESTS AND INSPECTIONS

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

MATERIALS FACILITIES AND SAMPLES FOR TESTS AND INSPECTIONS

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

Distribution:				

ANNEXURE A: INSURANCE PROVIDED BY THE EMPLOYER

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

7. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
8. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
9. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self-insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
10. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left-hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
11. If Marine Insurance is required, the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
12. Further information and full details of all Eskom provided policies and procedures may be obtained from:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx