

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER’S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Eskom Grootvlei Power Station requires the provision of physical Security at Grootvlei Power Station and Vaaldam pump station for a period of 6 months on as and when required basis.

1.2 Employer's requirements for the service

The purpose of the scope of work is to outline security officers needed for the services and to address the manner in which the work must be performed or conducted at Grootvlei Power Station and Vaaldam Pump Station.

Scope of work for the provision of physical Security

The service provider will be required to conduct an assessment to identify physical risks and vulnerabilities and provide us with a comprehensive proposal for guarding and technology services.

The scope includes:

Primary Security Teams:

- All members must be in possession of Grade 12 / Matric certificate
- 15 security personnel per shift (including Grade B supervisor).
- Total deployment: 30 personnel covering day/night shifts.
- Additional provision for NDO (Normal Day Off) coverage ensuring continuous 24/7 operations.
- Grade C armed Tactical security officers shall be physically and mentally fit to perform the nature of duties as detailed in site specific scope of work, determined by changing risks and /or business requirements.
- Armed Tactical Officer shall have training and expertise in the use of specialised tactical equipment for crowd control.
- Armed Tactical Officer must respond with urgency to security breaches, perimeter / crowd control, containment and command of other serious incidents that threaten the safety and security of the NKP.
- Armed Tactical Security must have completed SASSETA business purpose training on the specific firearms; they are expected to use relevant firearms for crowd control.

Ad-hoc security-related services required which may be requested for a specific task and any period and at any given time which includes:

- Tactical/Armed Response X 10 Grade C and 1 x supervisor Grade "B"
- Static guarding (Outages) x 20 Grade "C"

The service will be required on an, as and when required basis, as per the identified security threat condition. A 12-to-48- hour notice to the Security service provider will be given, to ensure the availability of sufficient armed Response team. Requests be made by the duly appointed Service Manager.

A plant orientation will be conducted once the induction and access authorization processes have been completed.

Tactical Armed Response X 20 Security Officer Minimum Requirements (as and when required service):

- A Shift Supervisor Grade B minimum with Armed Response Training
- Armed Tactical security officers Grade C with Armed response Training.
- Grade C armed Tactical security officers shall be physically and mentally fit to perform the nature of duties as detailed in site specific scope of works, determined by changing risks and/ or business requirements.
- Armed Tactical security officers shall have training and expertise in the use of specialized tactical equipment for crowd control.

- Armed Tactical Officer must respond with urgency to security breaches, perimeter /crowd control, containment and command of other serious incidents that threaten the safety and security of the NKP and Non NKP areas.
- Armed Tactical Security officers must have completed SASSETA business purpose training on the specific firearms; they are expected to use (handgun/Shotgun) 12 Br shotguns with rubber bullets for crowd control.
- Armed tactical security officers must possess valid firearm competency certificates for business purposes issued by SAPS and should have undergone Regulation 21 training for the contracting period for the starting year & annually thereafter. Proof of training will be required before commencement of the duties. The Service provider must ensure that all the employees or work force have the relevant tactical Response and Special Operation uniform or gear (i.e. protective shields, bottom sticks).

Supervisor's Responsibilities:

- Supervise security officers and shift activities.
- Ensure compliance with NKP security procedures.
- Conduct inspections and patrols.
- Coordinate emergency responses.
- Manage security equipment and resources.
- Liaise with management, SAPS and other stakeholders.
- Conduct toolbox talks and on-the-job-training
- Ensure all security officers are properly deployed and disciplined.

Site Manager's Responsibilities:

- Ensure the site complies with the National Key Point and other legislation (e.g Private Security industry Regulation Act, Firearms and Ammunition Act and OSHACT)
- Conduct ongoing security risk assessments to identify vulnerabilities. (e.g. risk assessment and threat assessment).
- Develop and update risk mitigation strategies
- Incident Management and response.
- Manage and supervise security staff and contractors
- Intelligence and information security (monitor security intelligence and threat alerts)
- Participate in joint security meetings and compliance audit.

Specialised Personnel:

- 1x Security Site Manager (Grade A, NKP qualified, valid driver's license).
- 1x Full-time Safety Officer (safety file management, audit participation, compliance oversight).

Core Security Functions

- Continuous monitoring and protection of critical infrastructure.
 - Proactive patrolling of vulnerable assets and plant critical areas.
 - Detection, deterrence and response to criminal activities including:
 - o Prevent plant tampering and vandalism.
 - o Unauthorised access attempts to restricted buildings/areas.
 - o Prevent Copper cable theft and asset removal.
 - o Prevent Security breaches and industrial action threats.
 - Armed escort for personnel in high-risk situations
 - Immediate tactical response to security incidents.
- Comprehensive incident documentation and reporting

3.7.3 Operational Parameters

Non NKP Coverage Areas (5km radius from Grootvlei Power Station):

- Complete power station infrastructure.
- Ash Dam
- Reservoir dam
- Coal Rail Terminal and AWR substation.
- Cable infrastructure
- Perimeter fencing and access points.
- All dam facilities and reclamation areas.
- Ash pipelines and monitoring systems.

1.2.1 SUPPORTING CLAUSES

Penalties and Remedies

- KPI – financial penalties as specified in the Scope of work.
- Equipment failure penalties: 5% monthly reduction for each critical system failure.
- Compliance violations: 10% monthly reduction for regulatory breaches.
- Personnel shortfalls; 3% daily reduction for each unfilled position.

Termination Conditions

- Material breach of contract terms.
- Failure to meet critical KPI thresholds for consecutive months.
- Loss of essential licenses or certificates.
- Serious safety incidents due to negligence including accidental discharge.

1.2.1.1 Scope

This document covers the scope of work for the Provision of physical Security for Eskom Grootvlei Coal fired Power Station listed in the Introduction in Section 1 for a period of 6 months

1.2.1.2 Applicable Codes and standards

Applicability

This document shall apply to Eskom Grootvlei Power Station and Vaaldam pump station Protective Services

1.3 Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

1.4.1.1 Normative

- [1] ISO 9001 Quality Management Systems
- [2] ISO 18788: 2015 Management System for Private Security Operations
- [3] Control of Access to Public Premises and Vehicles Act, No. 53, 1985
- [4] Protection of Constitutional Democracy against Terrorists and Relative Activities, Act 33 of 2004
- [5] Constitution of the Republic of South Africa, 1996
- [6] Public Finance Management Act 1 of 1999
- [7] Protection of Information Act 84 of 1982
- [8] Prevention and Combating of Corrupt Activities Act 12 of 2004

- [9] Labour Relations Act 66 of 1995
- [10] Basic Conditions of Employment Act 75 of 1997
- [11] Basic Conditions of Employment Act 75 of 1997: Sectoral Determination 6: Private Security Sector
- [12] Occupational Health and Safety Act 85 of 1993
- [13] Prevention of Organised Crime Act 121 of 1998
- [14] Protected Disclosures Act 26 of 2000
- [15] The Promotion of Access to Information Act 2 of 2000
- [16] Critical Infrastructure Protection Act 8 of 2019
- [17] National Key Points Act and Regulations, Act 102 of 1980
- [18] National Key Points Directive, CS/OPS/NSP/P/329/1/B
- [19] The Criminal Procedure Act 51 of 1977
- [20] Firearms Control Act 60 of 2000
- [21] National Strategic Intelligence Act 39 of 1994
- [22] Eskom's Procurement and Supply Chain Management Policy 32-1033
- [23] Private Security Industry Regulation Act and Regulations, Act 56 of 2001
- [24] Private Security Industry Levies Act 23 of 2000
- [25] Eskom's Procurement and Supply Chain Management Procedure 32-1034
- [26] Integrated Risk Management Policy 32-86
- [27] Safety, Health, Environment and Quality (SHEQ) Policy 32-727
- [28] Eskom Incident Management Procedure 32-95
- [29] Eskom Delegation of Authority Policy 240-62072907
- [30] Employment Equity Act 55 of 1998
- [31] The Eskom Code of Ethics 32-527

1.4 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BU	Business Unit
SSP	Security Service Provider
NKP	National Key Point
GX	Generation
OHS	Occupational Health and Safety
FCA	Firearms Control Act
SAPS	South African Police Services

PPE	Personal Protective Equipment
PSIRA	Private Security Industry Regulation Authority
SOW	Scope of Work
SASSETA	Safety and Security Sector Education Training Authority
SHEQ	Safety, Hygiene, Environmental and Quality
OBC	Outcome-Based Contract
CCTV	Closed Circuit Television
KPI	Key Performance Indicator
RFP	Request for Proposal
SSP	Security Solutions Physical
SACAA	South African Civil Aviation Authority
COIDA	Compensation for Occupational Injuries and Disease Act
PSIRA	Private Security Industry Regulation Act
ROI	Return On Investment
PAPAA	Professional Association of Proprietary Agencies and Authorities

2 Management strategy and start up.

2.1 The Contractor's plan for the service

- Criminal checks from a reputable screening company must be conducted on all deployed personnel and the screen results be made available prior to deployment. Not older than 3 months. And to be renewed annually for the duration of the contract
- Safety file reviewed and approved.
- Access authorization process (site permit), including medical fitness assessments.
- 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 agreement at the cost to the contractor.
- Security officers will be expected to sign a declaration of Secrecy before commencements of their duties in terms of this contract.
- Only company firearms licensed in the security Contractors name may be utilized as per this contract.
- Security officers must be able to read and write and express themselves well in English.

2.2 Management meetings

There will be contract meetings, on as and when required via virtual or boardroom meetings to discuss progress and challenges.

The *Contractor* will issue a report to Grootvlei Power Station. The following minimum information must be contained in the report:

- Quarterly security assessment and gap analysis report.
- Regulatory body communication and compliance reporting

The *Contractor* will include other items in the report that may be of interest to Grootvlei Power Station. If the *Contractor* delays on doing the task that will be given by the *Employer*, the *Contractor* will be penalised as per, clause Option X17.1 NEC TSC Refurbishment. The *Contractor* will be informed about the Low service damages in form of writing and if this happens repeatedly a meeting will be arranged immediately whereby an early warning that will be in writing will be given to the *Contractor*.

Service Manager will chair these meetings as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting	Once off after contract placement	Grootvlei Power Station/MS Teams	<i>Employer, Contractor</i>
Risk register	As and when required	Grootvlei Power Station/MS Teams	<i>Employer, Contractor Employees</i>
Overall contract progress and feedback	Monthly	Grootvlei Power Station/MS Teams	<i>Employer, Contractor Employees</i>

Monthly performance review meeting	Monthly	Grootvlei Power Station/MS Teams contractor's premises	<i>Employer, Contractor</i>
Annual contract review and optimization session	Annual	Grootvlei Power Station/MS Teams contractor's premises	<i>Employer, Contractor</i>
Regular briefings with Eskom management	Quarterly	Grootvlei Power Station/MS Teams contractor's premises	<i>Employer, Contractor</i>

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.

All meetings held on MS Teams will also be recorded on MS Teams and the recording will be made available upon request.

2.3 Contractor's management, supervision and key people

The *contractor* will provide the *Employer* with a direct person to deal with, in terms of this contract. Should this person be replaced, such information will be conveyed to the *Employer*.

2.4 Documentation control

The *Contractor* shall provide the following documentation:

- Program plan for refurbishment and supply
- Quality control plan
- Summary of work done
- Estimated time duration with regard to the future work required
- All other tests conducted e.g pressure test of pumps
- Failure reports on equipment sent out for refurbishment.
- Data books completion and submissions as per Eskom standard and requirements please refer to 2401-105658000 section 3.5.10.1 for contractors responsibilities with regards to Data Books.

And all other relevant documents that may be required by the *Service Manager*.

2.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

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)

2.5.1 Information and other things

Contractor to communicate with *Employer* in time for any risks that arises.

2.6 Management of work done by Task Order

- A task order will be issued to the Contractor by the Service Manager, before any commences.
- The Contractor must accept the Task Orders by signing it and returning a copy thereof to the Employer.
- Legal compliance and governance will be conducted before the task order is issued.
- The Contractor can then create an invoice to the Employer and send it directly to Finance Department - APS section, to facilitate payment.
- All work done is valued in accordance with the Price List unless otherwise specified.
- The Contractor provides all necessary information required by the Employer to determine the cost at the assessment date for each Task Order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

- a. The *Contractor* shall adhere to all OHS Legal requirements, OHS corporate policies, standards and procedures to which Eskom subscribes and as indicated on the issued SHE specification.
- b. The *Contractor* shall, when coming on site (Grootvlei Power Station), abide by the Cardinal Rules. These will be provided by the *Employer* on the start of the contract.
- c. The *Contractor* shall also abide by the Grootvlei's Safety, Health and Environmental Specifications for Contractors Procedure, which will also be provided by the *Employer*.
- d. The *Contractor* shall, when coming on site (Grootvlei Power Station), make use of approved personal protective clothing such as overalls, safety shoes, safety hat, safety goggles, dust mask and gloves when necessary.
- e. The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co- operate to achieve this objective. The *Contractor* will report any incident and accidents to Grootvlei Power Station within 24 hours. This report does not relieve the *Contractor* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.
- f. The *Contractor* implements a safety plan and maintains the safety system until the completion of the whole of the works. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work.
- g. The *Contractor* will be subject to periodic audits by the *Employer* to ensure compliance with the plan. Any deviations will be corrected to the *Employer's* satisfaction.
- h. The *Service Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Service Manager*, is un-safe. The *Contractor* may only continue with work activities when all safety deficiencies have been corrected to the *Service Manager's* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

3.2 Environmental Constraints and Management

- a) Adherence to the 'Duty of Care' as stipulated in section 28 of the National Environmental Management Act 107 of 1998, which emphasises the responsibility to pollution prevention and environmental degradation.

The *Contractor* shall comply with all Eskom Grootvlei Power Station environmental requirements such as legislation, policies, standards and procedures (Work Instructions) not limited to:

- National Environmental Management Act 107 of 1998
- National Environmental Management: Waste Act 59 of 2008
- National Environmental Management: Air Quality Act 39 of 2004
- Eskom Waste Standard 32-245
- Eskom Environmental Incident Management Procedure (240-133 087 117)
- Grootvlei Waste Management Procedure GVLE 0002
- Eskom SHEQ Policy-32-727 and policy statements
- ISO 14001:2025 Environmental Management System

- b) All incidents shall be managed according to Eskom Environmental incident management procedure 240-133087117.
- c) Polluter pays principles applies to all Contractors. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land and incurring of associated costs.
- d) *Employer* personnel will conduct regular environmental audits. All *Contractors* are expected to participate and ensure that corrective actions are executed.
- e) Eskom Grootvlei Power Station shall issue non-conformances where there are deviations from Grootvlei Power Station Procedures and any other environmental requirements.
- f) All environmental management system documentation, records, reports shall be made available for review when requested.

The *Contractor* shall comply with the environmental criteria provided in the tender package.

3.3 Quality assurance requirements

- a. The *Contractor* shall adhere to all quality requirements as noted in the quality evaluation criteria document issued as part of the tender package.
- b. The Contractor implements a quality system and maintains the quality system until the completion of the whole of the Works. The system, will as a minimum, comply with the provisions of the ISO9001 and the Eskom Supplier Contract Quality Requirements Specification (240-105658000) The system will be to the Employer's satisfaction and will be accepted prior to the commencement of any work on site.
- c. The *Contractor* will be subject to periodic audits by the Employer in order to ensure compliance with the system. Any deviations will be corrected to the Employer's satisfaction.
- d. The *Employer* has the right to stop the Contractor's work activities which, in the opinion of the Employer, does not meet the requirements of the system and will have a detrimental effect on plant performance.
- e. The *Contractor* ensures that all plant and materials for the Works are to the standard and quality accepted by the Employer and ensures that they are suitable for the purpose intended by the manufacturer.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

The *contractor* provide the *employer* with a direct person to deal with, in terms of this contract, should this person be replaced, such information will be conveyed to the *Employer*.

4.1.2 Plant & Materials provided “free issue” by the *Employer*

The *Contractor* will be provided with Alcohol machines, straws, wipes medical gloves (when needed).

5 Working on the Affected Property

5.1 *Employer’s* site entry and security control, permits, and site regulations

The *Contractor* shall be required to undergo site induction in order to gain access to site. The affected site is: Grootvlei Power Station and Vaaldam pump station.

Site Regulations

Note that the speed limit on the site is 40 Km/h. The vehicle permits of any persons contravening any traffic act on site is cancelled.

The *Contractor* complies with the Grootvlei Site Regulations, a copy of which is available for perusal at the *Service Manager’s* offices.