



NEC3 Term Service Contract (TSC3)

Between	ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)	
and		
for	THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION NKP AND NON NKP AREAS	
Contents:		No of pages
Part C1	Agreements & Contract Data	
Part C2	Pricing Data	
Part C3	Scope of Work	
CONTRACT No.		

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
C1.1	Form of Offer and Acceptance	
C1.2a	Contract Data provided by the <i>Employer</i>	
C1.2b	Contract Data provided by the <i>Contractor</i>	

C1.1 Form of Offer & Acceptance

Offer

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

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION NKP AND NON NKP AREAS

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 the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Options	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:			
Name & signature of witness	(Insert name and address of organisation)	Date:	
Tenderer's CIDB registration number:		N/A	

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

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

Acceptance

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Service Information

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

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

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

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

Signature(s):			
Name(s):			
Capacity:			
for the Employer	Eskom Holdings SOC Ltd, no.2 Maxwell Drive Sunninghill, Sandton		
Name & signature of witness			Date:

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

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:	
	Priced contract with price list	E: Cost Reimbursable
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation (in line with annual PSIRA increases)
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract June 2005 (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address:	Registered office at Megawatt Park, no.2 Maxwell Drive, Sandton, Johannesburg 2000
	Tel No.:	(011) 800 8111
10.1	The <i>Service Manager</i> is (name):	Shirly Dhladhla
	Address:	Duvha Power Station Old Bethal Road Witbank

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

	Tel:	+27 13 295 9465
	Fax:	
	e-mail	DhladhS@eskom.co.za
11.2(2)	The Affected Property is	1. Duvha Power Station
11.2(13)	The <i>service</i> is	The provision of physical guarding services at Eskom Duvha power station for NKP and Non NKP areas for a period of five years.
11.2(14)	The following matters will be included in the Risk Register	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. Also, usage of untrained security officers that are not paid as per the PSIRA salary regulation.
11.2(15)	The Service Information is in	Part 3: Scope of <i>service</i>.
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	(5 days)
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	N/A
3	Time	
30.1	The <i>starting date</i> is.	01 September 2022
30.1	The <i>service period</i> is	Five (05) years
4	Testing and defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 15 and 16 days 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	two (2) weeks.

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

		.
51.4	The <i>interest rate</i> is	The publicly quoted prime rate of interest (calculated on a 365-day year) charged 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)
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i>
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Loss and /or theft of Eskom's Assets
		2. Damage to Eskom property due to criminal activity
		3. Safety of Eskom staff and contractors due to criminal activity.
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	As stated for in the <i>Employer's Assets All Risk Insurance Policy</i> 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 Assets All Risk Insurance Policy</i> 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>.

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

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	
	Option E	Cost Reimbursable
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Four (4) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	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 - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	PSIRA yearly price increases will apply to the contract.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		1.	Sectoral Determination	PSIRA
X2	Changes in the law			
X17	Low service damages			
X17.1	The <i>service level table</i> is in			
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the <i>Employer's</i> Asset All Risk Insurance Policy: Generation property – R 25Million Transmission property - R7.5Million Distribution property – R 2Million All other property – R2 Million		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to			
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	5 months after the end of the <i>service period</i>.		
X19	Task Order			
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within			
Z	The additional conditions of contract are	Z1 to Z11 always apply.		
Z1	Cession delegation and assignment			
Z1.1	The <i>Contractor</i> does not cede, delegate, or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .			

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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.

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

Z4	Ethics
Z4.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , 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 <i>Contractor's</i> obligation to Provide the Service or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).
Z4.2	<p>The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if the <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> 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.</p> <p>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 <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from the an approved vendor data base of the <i>Employer</i> as a consequence of such practice.</p>
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 <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z5.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z5.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> 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 <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z5.5	The <i>Contractor</i> 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 <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights, and

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

	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	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • accepts that the <i>Employer</i> 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 <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, 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 <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
Z7.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , 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 <i>Contractor's</i> 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 <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z8.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z8.3	The <i>Contractor</i> (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 <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z9	Notifying compensation events
Z9.1	<p>Delete the last paragraph of core clause 61.3 and replace with:</p> <p>If the <i>Contractor</i> 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.</p>
Z10	<i>Employer's</i> limitation of liability

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

Z10.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z10.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> 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.
	Further to provisions in clause 91.1 of the NEC contract, The <i>Employer</i> shall terminate the contract with the <i>Contractor</i> in the event that the <i>Contractor's</i> license to operate as a security service provider is suspended or terminated by any regulatory body.
Z11.2	Further to provisions in clause 91.1 of the NEC contract, The Employer shall terminate the contract with the Contractor in the event that the Contractor's grossly and negligence fails to adhere to the scope of work as contained in the NEC.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address:	
	Tel No.:	
	Fax No.:	
	Email:	
11.2(8)	The <i>direct fee percentage</i> is	
	The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	1. Loss and /or theft Eskom's Assets 2. Damage to Eskom property due to criminal activity 3. Safety of Eskom staff and contractors due to criminal activity.
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

PART 2: PRICING DATA

TSC3 Option E

C2.1 pricing assumptions:

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

C2.2 the *price list*

NB: **AS DETERMINED BY THE PSIRA CONTRACTING PRICING GUIDELNE**

ITEM	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER MONTH	TOTAL PRICE
SECURITY PERSONNEL REQUIREMENTS					
1.	Security Officer – Grade C (Armed/NKP competency)	1	26		
2.	Security Officer – Grade C (Armed /unarmed Officer Non NKP)	1	61		
3	Security Supervisor –Grade B (Armed/ NKP competency)	1	4		
4	Security Site Supervisor – Grade A (Armed/NKP competency)	1	1		
	TOTAL		92		
PRELIMINARIES AND GENERALS					
5	Guard house	per month	4		
6	Panic buttons	Once off	16		
7.	Vehicles – 4x4 (Only for patrolling assigned NKP areas.	3000 KM per month	2		
8.	Vehicles – 4x4 (Only for patrolling assigned Non NKP areas.	6000 KM per month	2		
9.	PPE (Hardhat with a chin strip, eyes &ear protection and water gumboots) NKP site	Once a year	29		
16	Safety file preparation	Once off	NKP and Non NKP areas		

Total (excl. VAT)

VAT @ 14%

Total (Incl. VAT)

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

PART 2**ADHOC SERVICES (As and when required)**

ITEM	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE PER DAY/ MONTH	TOTAL PRICE
ADHOC SECURITY SERVICES REQUIREMENTS					
1.	Security Officer – Grade C (Tactical team Armed/NKP competency)	1	20	Per day	
	Security Officer – Grade B (Tactical team Armed/NKP competency) Supervisor	1	1	Per day	
2.	Tactical team vehicle (Combi)	1	1	Per day	

Total (excl. VAT)

VAT @ 14%

Total (Incl. VAT)**SECURITY REQUIREMENTS PER AREA (Not For pricing)**

NKP AREAS			
Name of Area	Day Shift	Night Shift	Total
NKP various critical areas	10	16	26
Grade B Supervisor	1	1	2
Grade A supervision (Overseeing NKP and External areas)	1	0	1
SUB TOTAL	12	17	29
EXTERNAL AREAS			
Overland Conveyor Belt	8	08	16
Driefontein dam	2	2	4
Ash Dam Gate	2	2	4
AWR Pump House	2	4	6
Raw Water Dam	2	4	6
Ikageng Res Area	2	2	4
Ikageng sewerage pump house	2	2	4
Contractors parking	2	2	4
Sannieshof Res Transformers	0	2	2

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

Eskom Village	2	2	4
Ash Dams Diesel pump	2	2	4
Grade B Supervisor	1	1	2
Armed response/Patrol team	0	03	03
SUB TOTAL	27	36	63

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

PART 3: SCOPE OF SERVICE

3.1 Service Information

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

C3: SCOPE OF SERVICE

1.1 NATIONAL KEY POINT SCOPE OF WORK

The Security service provider, herein referred to as the contractor, shall be expected to execute duties as mentioned in each security post and other areas not mentioned but deemed critical to the station performance

1.1.1 PROCESS PUMP HOUSE, SLUICE BOOSTER PUMP HOUSE, CW PUMP HOUSE

- Control access/egress to/from the area by ensuring that only authorised persons gain access access/egress to the site and only authorised equipment and material enter or is removed from the building.
- Monitor the Process Pump House by continuously patrolling around the building and vicinity to check for suspicious activities.
- Continuously check inside the building for the presence of unauthorised persons, suspicious activities or occurrences that may cause damage to assets e.g. Vandalising of transformers and critical water pipes and to prevent criminal activities e. g theft of copper cable and interruption of the normal Eskom normal business.

1.1.2 SLUICE BOOSTER SUB-STATION

- Continuously check inside the building for the presence of unauthorised persons, suspicious activities or occurrences that may cause damage to assets e.g. vandalising of transformers and critical water pipes and to prevent criminal activities e. g theft of copper cable and interruption of the normal Eskom normal business
- Patrol (vehicle/foot) around the building and the vicinity at irregular intervals and not in a specific sequence to detect the presence of unauthorised persons; suspicious activities or occurrences that may endanger people and assets.

1.1.3 PLANT (UNIT 1, 2, 3, 4, 5 & 6 CRITICAL AREAS

- TURBINE HALL [0-meter level, CABLE TUNNELS, EQUIPMENT ROOM/ MV ROOM AND DC ROOM: Continuously check inside the building for the presence of unauthorised persons, suspicious activities or occurrences that may cause damage to assets e.g. Vandalising of critical water pipes and to prevent criminal activities e. g theft of copper cable and interruption of the normal Eskom normal business.
- Checking continuously that the doors are always kept locked and report any suspicious activity. Patrol in the vicinity at irregular intervals and not in a specific sequence to detect the presence of

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

unauthorised persons; suspicious activities or occurrences that may endanger people and theft of assets stored in the room.

1.1.4 FENCE PATROL

- Patrol (vehicle/foot) around the whole station perimeter fence (inner and outer fence) and the vicinity at irregular intervals and not in a specific sequence to detect the presence of unauthorised persons; suspicious activities or occurrences that may endanger people and the assets.
- Conduct static guarding where necessary.

1.1.5 CONTRACTOR'S SITE SECURITY GRADE A SUPERVISOR**Skills and competency required**

- PSIRA Grade A
- NKP Trained
- Firearm Competency
- HIRA certificate
- Matric
- Computer literate
- Report writing skill
- Communication skill
- Conflict management skill

The Contractor's Site Security supervisor ensures that the Supplier's personnel co-operate fully to execute the services to the Employer's satisfaction, comply with the applicable standards, codes, and instructions and to achieve specific agreed to objectives.

-Report all incidents immediately as per applicable incident reporting procedures and submit a report per shift to the Service Manager. Stating:

- Number of staff on duty for the shift, with copy of posting sheets and signatures of the staff.
- All incidents that happened
- Safety and environmental observation carried out for the shift.
- Report any unsafe conditions
- Report any environmental violations
- Number of people found to be under the influence of alcohol and substance
- Number- of permits issued, per category
- Number of removal permits processed
- Monthly reports
- Conduct all incident investigation and submit report.
- Ensure that all Safety requirements are adhered too and close all audit findings as required.

1.2 SCOPE OF WORK NON NKP VARIOUS SITES**1.2.1 OVERLAND CONVEYOR BELT Gate 1, 2 & 3**

- Implement Access Control at the Gates:
 - ✓ Always keep the gate closed, only authorised employees.
 - ✓ Insist on verification by checking the person's Access Card or Identification Card before access is granted.

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

- ✓ Only Eskom employees and contractors assigned to perform duties at the belt can be allowed.
- ✓ Proper completion of the access control register
- ✓ Conduct proper searching of vehicles, containers etc.
- Conduct Crime Prevention Patrols around the area
- Ensure continuous identification of defects that can expose the assets to criminality and report any such identified defects
- Always be vigilant and observant (be on the lookout for suspicious people or suspicious vehicles in the vicinity and report such immediately)
- Conduct continuous Patrols in the Conveyor Belt (check whether the inside- gate on the conveyor is locked)
- Ensure that the workplace is always kept clean (Housekeeping!)
- Always remember to adhere to the Health and Safety rules during the execution of your duties e.g., wearing of the proper PPE and making use of the sanitiser etc. to mitigate the spread of COVID-19 virus.

1.2.2 DRIEFONTEIN DAM

- Implement Access Control at the Gates:
 - ✓ Always keep the gate closed, only authorised employees.
 - ✓ Insist on verification by checking the person's Access Card or Identification Card before access is granted.
 - ✓ Only Eskom employees and contractors assigned to perform duties at the belt can be allowed.
 - ✓ The South 32 mine will provide a name list of their employees authorised to access the area
 - ✓ Proper completion of the access control register
 - ✓ Conduct proper searching of vehicles, containers etc.
- Conduct Crime Prevention Patrols around the area
- Ensure the continuous identification of defects that can expose the assets to criminality and report any identified defects
- Always be vigilant and observant (be on the lookout for suspicious people or suspicious vehicles in the vicinity and report such immediately)
- Ensure that the workplace is always kept clean (Housekeeping!)
- Always remember to adhere to the Health and Safety rules during the execution of your duties e.g., wearing of the proper PPE and making use of the sanitiser etc. to mitigate the spread of COVID-19 virus.

1.2.3 ASH DAMS ROSHCN GATE:

- Implement Access Control at the Gates:
 - ✓ Always keep the gate closed. It will be opened when it is necessary to open it
 - ✓ Insist on verification by checking the person's Access Card or Identification Card before access is granted.
 - ✓ Only Eskom employees and contractors assigned to perform duties at the belt can be allowed.
 - ✓ Proper completion of the access control register
 - ✓ Conduct proper searching of vehicles, containers etc.
- Conduct Crime Prevention Patrols around the area
- Ensure the continuous identification of defects that can expose the assets to criminality and report any identified defects

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

- Always be vigilant and observant (be on the lookout for suspicious people or suspicious vehicles in the vicinity and report such immediately)
- Ensure that the workplace is always kept clean (Housekeeping!)
- Always remember to adhere to the Health and Safety rules during the execution of your duties e.g., wearing of the proper PPE and making use of the sanitiser etc. to mitigate the spread of COVID-19 virus.

1.2.4 AWR PUMP HOUSE:

- Implement Access Control at the Gates:
 - ✓ Always keep the gate closed. It will be opened when it is necessary to open it!
 - ✓ Proper completion of the access control register
 - ✓ Conduct proper searching
- Conduct Crime Prevention Patrols around the area
- Ensure the continuous identification of defects that can expose the assets to criminality and report any identified defects
- Always be vigilant and observant (be on the lookout for suspicious people or suspicious vehicles in the vicinity and report such immediately)
- Ensure that the workplace is always kept clean (Housekeeping!)
- Always remember to adhere to the Health and Safety rules during the execution of your duties e.g., wearing of the proper PPE and making use of the sanitiser etc. to mitigate the spread of COVID-19 virus.

1.2.5 RAW WATER DAM:

- Implement Access Control at the Gates:
 - ✓ Always keep the gate closed. It will be opened when it is necessary to open it!
 - ✓ Proper completion of the access control register
 - ✓ Conduct proper searching of vehicles, containers etc.
 - ✓ Insist on verification by checking the person's Access Card or Identification Card before access is granted
- Conduct Crime Prevention Patrols around the area
- Ensure the continuous identification of defects that can expose the assets to criminality and report any identified defects.
- Always be vigilant and observant (be on the lookout for suspicious people or suspicious vehicles in the vicinity and report such immediately)
- Ensure that the workplace is always kept clean (Housekeeping!)
- Always remember to adhere to the Health and Safety rules during the execution of your duties e.g., wearing of the proper PPE and making use of the sanitiser etc. to mitigate the spread of COVID-19 virus.

1.2.6 IKAGENG RESIDENTIAL AREA:

- Implement Access Control at the Gates:
 - ✓ Always keep the gate closed. It will be opened when it is necessary to open it!
 - ✓ Proper completion of the access control register
 - ✓ Conduct proper searching of vehicles, containers etc.
 - ✓ Insist on verification by checking the person's Access Card or Identification Card before access is granted

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

- Conduct Crime Prevention Patrols around the area
- Ensure the continuous identification of defects that can expose the assets to criminality and report any identified defects
- Always be vigilant and observant (be on the lookout for suspicious people or suspicious vehicles in the vicinity and report such immediately)
- Ensure that the workplace is always kept clean (Housekeeping!)
- Always remember to adhere to the Health and Safety rules during the execution of your duties e.g., wearing of the proper PPE and making use of the sanitiser etc. to mitigate the spread of COVID-19 virus.

1.2.7 IKAGENG SEWARAGE PUMP HOUSE

- Implement Access Control at the Gates:
 - ✓ Always keep the gate closed. It will be opened when it is necessary to open it!
 - ✓ Proper completion of the access control register
 - ✓ Conduct proper searching of vehicles, containers etc.
 - ✓ Insist on verification by checking the person's Access Card or Identification Card before access is granted
- Conduct Crime Prevention Patrols around the area
- Ensure the continuous identification of defects (e.g., damages to the fence) that can expose the assets to criminality and report any identified defect to Eskom Protective services or project manager.
- Ensure that the workplace is always kept clean (Housekeeping!)
- Report any unauthorized property if found in the possession of persons entering or exiting the Sewerage Plant Eskom Protective Services for further investigation. Alternative Eskom Security to attend to a situation.
- Always be vigilant and observant (be on the lookout for suspicious people or suspicious vehicles in the vicinity and report such immediately)
- Always remember to adhere to the Health and Safety rules during the execution of your duties e.g., wearing of the proper PPE and making use of the sanitiser etc. to mitigate the spread of COVID-19 virus.

1.2.8 CONTRACTORS PARKING

- Implement Access Control at the Gates:
 - ✓ Always keep the gate closed. It will be opened when it is necessary to open it!
 - ✓ Proper completion of the access control register
 - ✓ Conduct proper searching of vehicles, containers etc.
 - ✓ Insist on verification by checking the person's Access Card or Identification Card before access is granted
- Conduct routine patrols around the area (Contractor's parking, visitor's parking and other areas adjacent to the parking lot)
- Ensure the continuous identification of defects that can expose the assets to criminality and report any identified defects
- Always be vigilant and observant (be on the lookout for suspicious people or suspicious vehicles in the vicinity and report such immediately to Eskom security)
- Ensure that the workplace is always kept clean (Housekeeping!)
- Always remember to adhere to the Health and Safety rules during the execution of your duties e.g., wearing of the proper PPE and making use of the sanitiser etc. to mitigate the spread of COVID-19 virus.

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

1.2.9 SANNIESHOF RESIDENTIAL TRANSFORMERS

- Conduct Static Guarding of the Transformers
- Conduct Crime Prevention Patrols around the area
- Always be vigilant and observant (be on the lookout for suspicious people or suspicious vehicles in the vicinity and report such immediately)
- Ensure that the workplace is always kept clean (Housekeeping!)
- Always remember to adhere to the Health and Safety rules during the execution of your duties e.g., wearing of the proper PPE and making use of the sanitiser etc. to mitigate the spread of COVID-19 virus.

1.2.10 ESKOM VILLAGE

- Implement Access Control at the Gates:
 - ✓ Always keep the gate closed. It will be opened when it is necessary to open it!
 - ✓ Proper completion of the access control register
 - ✓ Conduct proper searching of vehicles, containers etc.
 - ✓ Insist on verification by checking the person's Access Card or Identification Card before access is granted
- Conduct Crime Prevention Patrols around the area (including the Vehicle Parking Area)
- Ensure the continuous identification of defects that can expose the assets to criminality and report any identified defects
- Always be vigilant and observant (be on the lookout for suspicious people or suspicious vehicles in the vicinity and report such immediately)
- Ensure that the workplace is always kept clean (Housekeeping!)
- Always remember to adhere to the Health and Safety rules during the execution of your duties e.g., wearing of the proper PPE and making use of the sanitiser etc. to mitigate the spread of COVID-19 virus.

1.2.11 ASH DAMS DIESEL PUMP

- Implement Access Control at the Gates:
 - ✓ Always keep the gate closed. It will be opened when it is necessary to open it!
 - ✓ Proper completion of the access control register
 - ✓ Conduct proper searching of vehicles, containers etc.
 - ✓ Insist on verification by checking the person's Access Card or Identification Card before access is granted
- Conduct Static Guarding to the Diesel Pumps
- Conduct Crime Prevention Patrols around the area
- Always be vigilant and observant (be on the lookout for suspicious people or suspicious vehicles in the vicinity and report such immediately)
- Ensure that the workplace is always kept clean (Housekeeping).
- Always remember to adhere to the Health and Safety rules during the execution of your duties e.g., wearing of the proper PPE and making use of the sanitiser etc. to mitigate the spread of COVID-19 virus.

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

1.3 SECURITY PATROL, ESCORTING AND ARMED RESPONSE SERVICES

- Execution of crime prevention patrols and armed response at Duvha power station and Non NKP areas.
- 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.
- 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. (On request, also to escort Procurement Official when collecting Tender documents at the Tender Office)
- The patrol teams will be expected to report for duty at a specified Eskom site before commencement with patrol activities
- The Eskom Security project manager 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 Security project manager or his/her delegate will be permitted.

The Security Service providers' duties are not limited to the above but shall include any other legal security activities that Eskom may introduce in order to enhance security in the Operating Business Unit, in line with the security services outlined here above and such activities shall be communicated to the Service provider in writing.

2. SPECIFICATIONS

2.1 SECURITY OFFICERS REQUIREMENTS (GRADE B, C & NKP)

- All Security officers must be registered with PSIRA Grade C at the required grade.
- Security officers must be in possession of their PSIRA and company I.D card at all times.
- Armed Security officers must possess valid firearm competency certificates (issued by SAPS) and always carry it.
- Armed Security officers must always carry Firearm permits as per the Firearm control Act.
- Armed Security officers must have completed SASSETA training on the specific firearms they are expected to use.
- Armed security officers should have undergone Regulation 21 training and continue to do so for at least once per year.
- Security officers will be expected to sign a declaration of Secrecy before commencements of their duties in terms of this contract.
- Security officers may be subjected to a screening process.
- 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.
- Security officers should be able to read and write and express themselves well in English.
- Security officers may be required to undergo a polygraph test as and when required.
- Security officers tasked as dog handlers must have been trained at an accredited institution and have appropriate qualification as dog handlers.

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

- Security officers expected to perform driving activities as part of their tasks should have undergone driver training at an accredited institution.
- Security officers should be trained on the Standard Operating Procedures (SOPs) relevant for their site of deployment and/or be made available for training by Eskom at no additional costs on any process or procedure necessary for them to do their duties. Proof of training must be kept on file and availed to Eskom on request.
- No security officers are to be deployed in terms of this contract, before undergoing necessary Eskom induction, training, and assessments. Eskom reserves the right to remove such Officers that have not complied with this requirement from their sites or duties as per this contract at the cost to the contractor.

2.2 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.
- Armed Security officers 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 officer must be provided with two full (ammunition) magazines.
- The service provider must ensure that Security officer's private firearms are not utilised for their business purposes, in terms of this contract.

2.3 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 shall undergo continuation and refresher training in terms of the NKP and Firearm Control Act.

2. 4 SUPERVISORS (GRADE B)

All deployed guards must be supervised by a PSIRA Grade B supervisor. The supervisors must ensure that guards deployed remote sites or areas with transport challenges are assisted to reach the sites. Smaller and remote sites will require a roaming Supervisor. The posting of guards is required to be done by the Supervisor at all sites (the practice of "self-posting" is not permitted). All equipment must be tested during each shift change.

3. Constraints on how the *Contractor* Provides the Service

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.
Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

3.1 COMMUNICATION

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

- 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 radios, satellite radio, contracted cell phones, base radios and push to talk (PTT).

3.2 CONTINGENCY PLAN

The service provider must have contingency plans in place for the following:

- Own Strike/Labour unrest amongst own staff.
- Shortage of Manpower due to e.g., absenteeism, sick leave annual leave.
- Equipment Failure e.g., Vehicle breakdown and Communication system.

3.4 THE WORKING TIMES / SHIFTS

- Working times determined by PSIRA – 48 hours per week Shift workers and 45 hours per weekdays
- The security service is required 24 hours a day 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 officers 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.
- 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.
- Safes must be provided by the contractor for the safekeeping of firearms not in use.
- The Security Officers will be expected to do a pre-job / daily risk assessment and safety talks before commencement of every shift.

3.5 SECURITY REGISTERS

- The Security Service provider will be required to provide with the Occurrence books, Visitors and After-hours register where necessary.
- Occurrence book to be correctly completed by Security officers and supervisors listing all occurrences and visits on 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.

3.6 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 and response must be immediately reported to the Eskom control room.
- 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 PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

- 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.
- All incidents (including incidents in terms of the Occupational Health and Safety Act), should be reported within 24 hours and a preliminary investigation report provided within 24 hours as well as a final Incident investigation report within Seven (7) days.

3.7 DOCUMENTATION

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

- List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.
- Certified ID copies and PSIRA certificates of all security officers.
- Certified copies of firearm competency certificates of the security officers.
- List of all firearms to be used and certified copies of the licenses.
- Certified copies of all Security officers' firearm competency certificates.
- Certified copies of SASSETA training certificates for all armed Security officers.
- Certified copies of the company and Directors PSIRA registrations certificates.
- Criminal check records as proof that the Security officers have not been convicted of any criminal offence.
- Certified copies of driving licence, for all drivers.
- Certified copies of Dog handlers training certificates for all handlers.
- 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.

3.8 SAFETY REQUIREMENTS

- All vehicles utilized to transport staff, must be fitted with SABS approved seatbelts.
- The Service provider is responsible to ensure that the security officers deployed at Ad-hoc sites have access to a shelter, water, and sanitation.
- All Security officers 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 officers should observe the provisions of the Criminal procedure Act and all relevant legislation regarding the use of minimum force. Security officers should at all-time use minimum force sufficient to bring the situation under control and such force shall cease as soon as the situation is brought under control. No deliberate assault on suspects will be condoned.

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

3.9 OPERATIONAL EQUIPMENT REQUIREMENTS

- Service providers must supply this on an “as and when” required basis.
- 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.

3.10 MANPOWER REQUIREMENTS

All Security officers deployed at Eskom sites must comply and adhere to Eskom policies and all relevant national legislations. (Annexures attached)

3.11 SALARIES AND PAYMENT

Security companies 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.

3.12 UNIFORMS

- The contractor must comply with legislative requirement (PSIRA Regulation 13). Uniform items must be kept in clean, neat, and good condition always.
- Uniform must be functional in terms of the environment where security staff are deployed.
- Bullet proof vests shall be worn as part of uniform by all security officers. Only Eskom shall indicate exclusions to this rule for certain sites or posts as per the site risk assessments; if applicable.
- For obvious hygiene and safety reasons, each Security officer must be issued with his/her own bullet proof vest.

3.13 INVOICING AND PAYMENTS

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. No invoices to be handed to an individual, only per the address arrangement below.

- No invoices to be handed to an individual. There is no need for *Service Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.
- Invoices must be delivered to the Eskom Documentation Centre (email to: Invoiceseskomlocal@eskom.co.za) as this will speed up the payment process and ensure that invoices are not lost, and payments delayed.
- Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
- Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

Invoices to be addressed to:
Eskom Holdings SOC Ltd
Reg. No. 2002/015527/30

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

Duvha Power Station
Accounts Payable
P.O Box 2199, Witbank 1035
Email to: Invoiceseskomlocal@eskom.co.za

The *Contractor* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs.

Contractor is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms. The following information to be reflected on each invoice:

- 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

Contractor is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

3.13.1 Service-related invoices

- a) Once the *service* has been delivered/completed both parties have to agree that the *service* has been delivered/completed successfully prior to invoicing
- b) An assessment payment certificate must be completed between the *Contractor* and *Service Manager* according to the *service* performed. Both parties have to sign the assessment/certificate
- c) A copy of assessment/payment certificate must be obtained by the *Contractor* to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice
- d) *Service Manager* performs a service entry and Goods Receipt on the SAP system. (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)
- e) *Service Manager* will forward the Service entry and Goods Receipt Note number to the *Contractor* within 3 working days after the service has been rendered and the Assessment/Payment certificate signed
- f) *Contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre.

3.13.2 General Information related to Eskom Invoices

- a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or handwritten on the invoice).
- b) Eskom Purchase Order number must appear on invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
- g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

- h) No pro-forma invoices will be accepted.

3. 14 PROPERTY AFFECTED BY THE SERVICE

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

- a) The *Contractor's* personnel are required to be always in possession of a PSIRA Name Tech at the assigned areas, NKP and Non NKP areas, Duvha Power Station.
- b) Visitors will not be allowed on the respective sites.
- c) The Project manager may, with valid cause, remove any of the *Contractor's* personnel from site, either temporarily or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief Security Officer, constitutes a security risk.
- d) No unauthorised vehicles will be allowed on site.
- e) Only Eskom/*Contractor's* branded vehicles with company logo will be allowed on site. The *Contractor* is restricted to the Site. The *Contractor* is forbidden to enter any other areas not authorised by the client service manager and ensures that his employees abide by these regulations.
- f) No recruitment may be done on Eskom premises, including the area outside the Power Station Security Gate.

2. Equipment provided by the Employer

- The *Contractor* is responsible for the repair, replacement, or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor's* custody and control.

3. Site services and facilities

- a) Potable Water containers will be Supplied to the contractor to refill water
 - Potable water is available at the existing points.
- b) Toilet Facilities
 - The Employer provides the Contractor access to existing mobile toilet facilities. The.
- c) Catering Facilities
 - The Contractor supervisor may make arrangement to buy take away meals from the fast food's outlet on Site.
- d) Medical Facilities
 - The *Contractor* provides a First Aid service to his employees and subcontractors. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities will be available.
 - Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life-threatening situations.
 - The *Employer* recovers the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*

4. Employer's Site entry and security control, permits, and Site regulations

4.1 Restrictions to access on Site,

The security personnel deployed on the Non NKP Areas may enter the NKP boundary on request (following visitor's appointment process).

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

Task Order

Task Order form for use when work within the service is instructed to be carried out within a stated period on a Task-by-Task basis

Task Order No. [•] service [•]

To: [•]
..... (Contractor)

I propose to instruct you to carry out the following task:

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: Date

(For Employer)

Total of Prices for items of work on the Price List
(details attached)

R. _____

Total of Prices for items of work not on the Price List
(details attached).

R. _____

Total of the Prices for this Task Order R. _____

The programme for the Task is [ref] (attached)

Signed: Date

(For Contractor)

I accept the above price and programme and instruct you to carry out the Task

Signed: Date:

(For Employer)

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION
NKP AND NON NKP AREAS

Non-Performance

Schedule of Deficiencies/ Penalties and the required interventions

Item	Deficiency	1 st offence	2 nd offence	3 rd offence	Comments
1	Guard/s not posted on duty as agreed, i.e., short posting	One shift payment deducted Written early warning notification of non-performance or non-conformance to the signed contract	Written Early warning notification of non-compliance to be issued. <i>Eskom Security and Project Manager must call for a meeting with the security contractor owners.</i>	2nd & 3 rd Written notification of non-compliance or Termination of contract agreement.	Apart from any warnings or fines, the Contractor must rectify the deficiency within one hour of notification.
2	Guards intoxicated or under the influence of liquor / drugs	Contractor must replace security guard Guard(s) shift cost	Replacing guard + written notification of non-compliance <i>Eskom Security and Project Manager must call for a meeting with the security contractor owners.</i>	Contractor must remove the guard and replace him / her (that guard must never be used on an Eskom site again) + letter of non-performance issued.	In case it is more than one guard and if this practice continues, issue NCR's
3	Refusal to comply with lawful instructions	Contractor must remove the security guard immediately and replace him / her within two hours	Contractor must remove the security guard immediately and replace him / her within two hours. A non-performance letter must be issued to the company. <i>Eskom Security and Project Manager must call for a meeting with the security contractor owners.</i>	Contractor must remove the guard and replace him / her (that guard must never be used on an Eskom site again).	Issue NCR's.

THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF FIVE (05) YEARS CONTRACT AT DUVHA POWER STATION NKP AND NON NKP AREAS

4.	Sleeping on duty / deserting the post / negligence in the performance of his / her duties.	<p>Sleeping on duty – removing the guard from the site and deduction of shift payment.</p> <p>Deserting post – deduction of shift</p> <p>Neglecting duties – guards must be warned</p>	<p>Contractor must remove the guard from the site.</p> <p>Shift payment deducted +Early warning letter of non-performance</p> <p><i>Eskom Security and Project Manager must call for a meeting with the security contractor owners.</i></p>	Contractor must remove the guard and replace him / her (that guard must never be used on an Eskom site again)	If this practice continues, issue NCR's
5.	Loss suffered by the employer due to cable theft emanating from gross negligence	Written notification/ Non-conformance issued	<p>Written notification/ Non-conformance issued and 10% deduction of the total cost of the loss value.</p> <p><i>Eskom Security and Project Manager must call for a meeting with the security contractor owners</i></p>	If the contractor fails to mitigate the cable theft incidents, the contract must be terminated.	If this practice continues, the contract must be terminated.
6.	Guard not wearing proper uniform	Guard to be remove from the post/ shift deduction to be implemented	<p>Guard to be remove from the post/ shift deduction to be implemented</p> <p>Early warning notices to the contractor</p>	<p>Guard to be remove from the post/ shift deduction to be implemented</p> <p>Issue NCR</p>	If this practice continues, the issue another NCR's