



NEC3 Term Service Contract (TSC3)

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

and

for Provision of Physical Security Guarding and Patrol Services at Eskom Holdings SOC Ltd, Dx Division, in the Cape Coastal Cluster (Western Cape – Bellville)

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CONTRACT No. []

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

Provision of Physical Security Guarding and Patrol Services at Eskom Holdings SOC Ltd, Dx Division, in the Cape Coastal Cluster (Western Cape – Bellville)

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

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

Options A	The offered total of the Prices exclusive of VAT is	As and when required contract with rates
	Sub total	As and when required contract with rates
	Value Added Tax @ 15% is	to be applied to all approved invoices
	The offered total of the amount due inclusive of VAT is ¹	As and when required contract with rates

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*.

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DISQUALIFIED AND WILL NOT BE EVALUATED ANY FURTHER**

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:

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).

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Signature(s)

Name(s)

Capacity

**for the
Employer**




Eskom Holdings SOC Ltd, no.60 Voortrekker Rd, Bellville

Name &
signature of
witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A- Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation (in line with annual NBCPSS 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 April 2013 (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

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10.1	The <i>Service Manager</i> is (name):	Arlene Martin
	Address	Eskom Brackenfell Complex, Eskom Road, Brackenfell, Cape Town
	Tel	+27 21 550 5214
	Fax	n/a
	e-mail	MartinAB@eskom.co.za
11.2(2)	The Affected Property is.	Mini-substations, Kiosks, Overhead conductor, Underground cables, Office Buildings, Emergencies, and other sites that may require security services on an Adhoc basis in the Cape Coastal Cluster (Western Cape – Bellville)
11.2(13)	The <i>service</i> is	Provision of Physical Security Guarding and Patrol Services at Eskom Holdings SOC Ltd, Dx Division, in the Cape Coastal Cluster (Western Cape – Bellville)
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Loss, damage and/or theft of Eskom assets. 2. Damage to Eskom property due to criminal activity. 3. Safety of Eskom staff and contractors from criminal activity. 4. Legal contraventions by Contractors with regards to the Firearm Controls Act, Criminal Procedure Act, OHS Act, PSIRA Act. 5. Strike action by Contract Security employees. 6. No contingency plan for community protest action/ unrest. 7. Usage of unregistered, non- compliant, untrained, skilled, and inexperienced; and illegal foreign nationals as security officers at Eskom sites. 8. Unpaid or late payment of salaries as per agreed employment contract terms, salaries not paid as per NBCPSS & CPA rates including annual increases. 9. Guards deserting posts, sleeping on duty, found under the influence on

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duty and not properly dressed in uniform for type of work required on site.

10. Contravention of Eskom policies, procedures, protocols, standards, and contract requirements (First Aid/ Firefighting/ Crime Scene Management Training, Officers taken to public hospitals for medical assistance, Self-posting, etc).
11. Refresher training on security duties.
12. Pre-employment and annual medical assessments not conducted.
13. Supervisors not conducting 2 x site visits per 24 hours and not recording deviations in Occurrence Book and to Eskom.
14. Lack of/ or no backup system during loadshedding affecting communication.
15. Not preserving crime/ incident scenes.
16. Company Owners not attending requested meetings/ audits.

11.2(15)	The Service Information is in	Part 3: Scope of <i>service and requirements</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 workdays)
2	The <i>Contractor's</i> main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	N/A
3	Time	
30.1	The <i>starting date</i> is	On or before 01 June 2026
30.1	The <i>service period</i> is	Twelve (12) months on an as and when required basis
4	Testing and defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	

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50.1	The <i>assessment interval</i> is	Between the 1st day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Twenty-One (21) days
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 days) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	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	<p>1. Loss and /or theft of Eskom's Assets</p> <p>2. Damage to Eskom property due to criminal activity</p> <p>3. Safety of Eskom staff, visitors, information and contractors due to criminal activity.</p>
9	Termination	
10	Data for main Option clause	
A	Priced contract with price list	

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20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	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							
	Tel No.							
	Fax No.							
	e-mail							
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.						
W1.4(2)	The <i>tribunal</i> is:	Arbitration						
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.						
	The place where arbitration is to be held is	South Africa						
	The person or organisation who will choose an arbitrator.							
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee						
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.						
12	Data for secondary Option clauses							
X1	Price adjustment for inflation							
X1.1	The <i>base date</i> for indices is	The prices will be fixed and firm for the first year of the contract from contract start date. NBCPSS yearly price increases will be applied on the anniversary of the contract.						
	The proportions used to calculate the Price Adjustment Factor are:							
		<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>1.</td><td>Illustrative Pricing Guide</td><td>NBCPSS</td></tr> </table>	proportion	linked to index for	Index prepared by	1.	Illustrative Pricing Guide	NBCPSS
proportion	linked to index for	Index prepared by						
1.	Illustrative Pricing Guide	NBCPSS						

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X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	Scope of Service Part 3 (Penalty section – paragraph 35)
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	6 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	N/A

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Z	The <i>additional conditions of contract</i> are	Z1 to Z14 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> .	
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.	

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Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

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Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

Z11.4	Insurance against	Minimum amount of cover or minimum limit of indemnity
	Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
	Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
	Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
	The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>)	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.

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arising from or in connection with the <i>Contractor's</i> Providing the Service	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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

Z12 Insurance

Z 12.1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his or broker stating that the insurances required by this contract are in force
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A *starting date* until the earlier of Completion and the date of the terminatic certificate.

Z 12.2 Replace core clause 86 with the following:

Insurance by the *Employer* 86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document

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Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal

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	and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z14.2	Upon written request by the <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z14.3	The <i>Employer</i> manages asbestos and ACM according to the Standard.
Z14.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
Z14.5	The <i>Contractor's</i> personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z14.6	The <i>Contractor</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly.

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The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part Two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	C2.2
11.2(19)	The tendered total of the Prices is	n/a (rate-based contract)

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C2.2 the *price list*

***** PLEASE NOTE*****

- **THAT STANDARDISED RATES ARE GOING TO BE USED IN ALL 9 AREAS**
- **NEC DOCUMENT WITH THE PRICE LIST INCLUDED IS MANDATORY.**

24/ 7 Unarmed Physical/ Static Security Guarding, Foot and Vehicle Crime Prevention Patrols (Ad hoc Emergencies) at Identified Office Buildings, Hubs, etc:

Item	Description	Unit	Rate
1	Grade B Supervisor Guard: Unarmed	Per Hour	
2	Grade B Supervisor Guard: Control Room Operator (E-2 Project)	Per Hour	
3	Grade C Guard: Unarmed	Per Hour	
4	Grade C Dog Handler	Per Hour	
5	K9 Patrol and Protection Dog DH 1-DH5 Level	Per Hour	
6	Patrol vehicle High-Ride bakkie with off road capability	Rate per km	
7	Mobile guard house - as per specification contained in the contract	Per Month	
8	Ablution facilities (Per site and Includes Maintenance services once per week)	Per Month	
9	Water Supply	Per day	

ANNUAL RATE INCREASES:

- Prices will be fixed and firm for the period the security service will be rendered. At the first-year anniversary of the service, the price will increase as per the National Bargaining Council for the Private Security Sector (NBCPSS) pricing guide. The service provider must submit two (2) invoices, one reflecting the base rate and the other reflecting the increase amount.

All equipment and training requirements listed below shall form part of the scope for the provision of security services and shall be covered in the overhead fees and profits payable to the supplier to ensure that the officers are fully equipped to perform their duties:

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- Security uniform with company logos for both corporate and field work, corporate shoes as per PSIRA Regulations, and steel tip safety boots as per Eskom requirements.
- Batons and baton holder per deployed officer.
- Pepper spray and holder per deployed officer.
- Torches with charger or fully charged batteries per deployed officer.
- Communication devices must consist of: Base station installed at company office/ control room; Officers issued with terminal radios such as:
 - Portable two-way hand-radios at static guarded sites.
 - Mobile radios installed in vehicles used for services.
 - Repeaters installed at company control rooms.
- Handcuffs with 2 x keys and a pouch per deployed officer.
- Security supervisor visits: 1 visit per shift (It must not be during shift change and must be at random intervals – (supervisor visit check sheet must be completed, signed, and submitted with the weekly documentation for checks and verifications).
- CO2 Fire Extinguisher (1 x 9kg / 2 x 4,5kg) per site and required size (1 x 2,5kg CO2 fire extinguisher) for vehicles rendering services to Eskom.
- Fire extinguishers must be inspected and serviced in accordance with the law, at the cost of the security contractor.
- Supply First Aid kit as per General Safety standard 3.4 per site including inside vehicles rendering services to Eskom.
 - The kit must be inspected monthly to ensure all contents are still intact, usable and expiry date checked.
 - Replenishment of the kit contents are at the cost of the security contractor.
 - An updated inventory list must accompany the first aid kit and be readily available for inspections (by the contractor supervisor and Eskom).
- Training and annual refresher training of security officers on First Aid, Fire Fighting, Alcohol screening and testing machines/ devices must be conducted at the cost of the security contractor and the training certificates must be provided to the Eskom service manager.
- Management of substance abuse instruments such as alcohol screening and testing/ Breathalyzer machines, may be required on an as and when basis; must be calibrated when due for calibration, at the cost of the security contractor.
- A panic button linked to a dedicated trained armed response service must be available as and when required.
- Real time guard patrol, monitoring devices/ systems and reporting capability.
 - Access to these devices including activity reports must be shared with the Eskom security team and Eskom site supervisor for tracking, monitoring and investigation purposes.
 - Monitoring device activity reports must be provided to Eskom weekly on a Monday before 12:00pm.
 - These units must be always functional and defective units must be replaced **within 4 hours** of defect report/ notification.
- Bulletproof vests (Level III Special SA Mix) - **attached Eskom policy**. Each deployed officer must receive his/ her own personal issue of the bulletproof vest with plates inside it.
- Defective/ torn/ broken/ worn out security uniforms and bulletproof vests must be replaced **within 4 hours** of the defect report/ notification.
- Immediate availability of Criminal Record checks equipment.

Payment information:

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- All the previous work weeks' supporting documents must be submitted for verification to the Eskom service manager weekly, **each Monday before 12:00pm.**
- The monthly payment certificate and all outstanding supporting documentation must be received on or before the 03rd of each month/ or the following working day for verification and approval before payments can be processed.
- Should the service provider's documentation be incomplete or incorrect and cannot be resolved before the invoice period, payment will only be made once the correct documentation is provided, and all queries cleared.
- Eskom reserves the right to set-off amounts owed by the Service Provider from any amount due.
- The Service Provider must ensure that they furnish Eskom with the correct banking information to affect a bank transfer and prevent delays in payment for services rendered.
- Only approved, original and signed verified invoices will be processed for payment.
- Monthly statements of invoices/ account owed to the service provider by Eskom must be submitted on the last day of each month for accruals without any delays.
- Monthly Contractor Man-hours must be submitted on the dates communicated by Eskom, failure to submit on deadline dates will result in Early Warning/ Notification of Default with penalties issued and payment process will be halted until such time that the contractor complies.

PART 3: SECURITY SCOPE OF SERVICE AND REQUIREMENTS:

1. Technical Mandatory Requirements (All or Nothing Approach)

The following Mandatory Requirements will be applicable to the entire scope of the security services:

All documents must be **valid and certified**. **NB! Documents requested to be certified and are submitted without the relevant certification, will NOT be accepted.**

Failure to meet any of the below mandatory requirements will result to the supplier's tender not being accepted and no further evaluation will be conducted.

No.	Mandatory functional criteria	Yes	No
1	Provide a valid PSIRA certificate for the company (certified copy)		
2	Provide valid PSIRA registration certificate(s) for company director(s)/ owner(s) (provide a certified copy of SA Identity Document and Director's PSIRA registration – minimum Grade B)		
3	Registration of Company Owners/ Directors ito PSIRA Act (Provide a certified copy of SA Identity Document and Director's PSIRA registration -minimum of Grade B)		

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4	Provide valid PSIRA letter of good standing (certified copy)		
5	Proof of Business Address – Lease agreement (signed by both parties/ Title deed of the company/ Municipal statements of the company)		
6	Proof of insurance document/ certificate indicating a public liability insurance, minimum of R10 million (letters of intent will not be accepted)		
7	Printout proof of payment to UIF Fund/ SARS confirmation of payment		
8	Registration of company with the Registrar of companies (CIPC) (provide certified copy of valid CIPC certificate)		
9	Police Clearance (provide valid police clearance certificate of all company director(s)/ owner(s))		
10	Radio & Communication licensing (provide proof of valid company ICASA license or a valid signed lease agreement between the ICASA license holder (as the provider of the communication devices and signal) and security company and attach valid ICASA license.		

NB! A tender that fails to meet the above mandatory requirements will be disqualified from further evaluations. Should the supplier not submit the above documentation they will not be evaluated further.

2. Functionality Requirements

The functionality evaluation process will be a two-stage process comprised of:

- A mandatory desktop evaluation where, the security company will be evaluated on all the criteria stated in the checklist and required to meet a total score of 80% or more to technically qualify for further evaluation; and

2.1. Mandatory Desktop Evaluation

Mandatory desktop evaluation will be carried out in accordance with the checklist attached (**Annexure B**). The evaluation process will be a scorecard whereby the security company is required to meet a total score of 80% or more to technically qualify for further evaluation. The checklist will comprise of:

- **Operational Footprint:**

- Copy of company profile reflecting current similar security services rendered within Western Cape.
Submit Company profile reflecting current Security services that are being rendered within Western Cape listing the names of their current clients with minimum of 3.
*3 clients = 5 marks
*2 clients = 2.5 marks
*1 client = 1 mark
*0 clients = 0 marks

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- **Company Vehicles:**

- Copies of company vehicle registration documents/ Valid lease agreements in the name of the tenderers for leased vehicles.

(certified copies)

0 x Copies of company vehicle registration documents/ Valid lease agreements in the name of the tenderer for leased vehicles. **(certified copies)**

**1 copy = 1 marked therefore 10 copies must be submitted.*

Inspect vehicles on site

**5 Hi-Ride 4x2 bakkies = 5 marks*

**2 Hi-Ride 4x2 bakkies = 2.5 marks*

**1 Hi-Ride 4x2 bakkies = 1 marks*

**0 Hi-Ride 4x2 bakkies = 0 marks*

**5 light delivery vehicle (bakkies) = 5 marks*

**2 light delivery vehicle (bakkies) = 2.5 marks*

**1 light delivery vehicle (bakkies) = 1 marks*

**0 light delivery vehicle (bakkies) = 0 marks*

- **Reference Letters:**

- Copy of reference letters – in the client's company letterhead, signed by the Head of Security/ or the appointed responsible person of the company for which the services are/ were provided. The letters should not be older than 12-months. **(minimum of 2 letters for current contracts)**

Copy of Reference Letters **(minimum of 2 letters for current contracts)**

**1 letter = 1 mark*

**2 letters = 2.5 marks*

**3 letters = 3.5 marks*

**4 letters = 4 marks*

**5 letters = 5 marks*

- **PSIRA Requirements:**

- Security training certificates of Security Officers **(Certified copies of Security Training Certificates)**
- Security Officers registered to PSIRA. **(Valid PSIRA Certificates (10 copies of Grade B & 30 copies of Grade C))**

***Training certificates of company owners/ directors (Minimum Grade B certificates) = 5 Marks**

**Grades A to B certificate = 5 marks*

**Grades C to E certificates =*

0 marks

*** PSIRA certificates and (certified) training certificates of Officers (10 x Grade B & 30 x Grade C)**

Grade B certificates:

**10 = 2.5 marks*

**6-9 = 2 marks*

**3-5 = 1 marks*

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**0-2 = 0 marks*

Grade C certificates:

**15 = 2.5 marks*

**11-14 = 2 marks*

**6-10 = 1 marks*

**0-5 = 0 marks*

- **PPE**

- Copy of completed and signed uniform and PPE issuing form – proof of issuing personal protective equipment **(10 copies)**

Copy of completed and signed uniform and PPE issuing form (10 x copies)

**10 copies = 5 marks*

**5-9 copies = 2.5 marks*

**0-4 copies = 0 marks*

- **Uniform:**

- Proof of signed uniform issuing forms **(10 x copies)**
- Corporate and/ or combat, winter and summer uniform, i.e., rain pants, jackets, beanies, scarves, gloves, caps, reflector jackets, pullovers, etc. Steel tip safety boots, water boots and corporate shoes.
- A written commitment statement by the supplier that they are issuing uniform with insignia as per PSIRA requirements **(supplier to provide copy of completed, signed security uniform issuing form and uniform inventory list with tender)**

**Signed uniform issuing forms (10 x Copies)*

** Corporate and/ or combat uniform.*

** Winter & summer uniform i.e., raincoats with rain pants, jackets, beanies, scarves, gloves, caps, reflector jackets, pullovers, etc.*

Steel tip safety boots, water boots and corporate shoes.

**10 copies = 5 marks*

**5-9 copies = 2.5 marks*

**0-4 copies = 0 marks*

** A written commitment statement by the supplier that they are issuing uniform with insignia as per PSIRA requirements (supplier to provide copy of completed, signed security uniform issuing form and uniform inventory list with the tender).*

- **Use, Maintenance and limitations of PPE**

- Security officers must be trained to use the issued PPE, report defects, and know the limitations attached to each PPE **(provide proof of training and such communication to the security officers)**

Provide proof of training and such communication to the security officers, in the company template/ letterhead.

**Proof = 5 marks*

**No proof = 0 marks*

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- **Employee Name List**

- Updated list of all Security Officers currently employed and registered by the company (**copy of employee list – PSIRA printout reflecting registration of employees under the company name and number**)

**30 employees = 10 marks*

**20-29 employees = 6 marks*

**10-19 employees = 4*

**2-9 employees = 1*

**0-1 employees = 0*

Tenderers who do not meet the minimum threshold of 80% or more for functionality desktop evaluation will not be evaluated further. The evaluator(s) will provide a reason for the disqualification in the evaluation report.

2.2. On-site Evaluation

On site evaluation will be carried out in accordance with the following criteria - checklist attached (**Annexure C**).

The evaluation process will be a scorecard with the security company required to meet a total score of 80% or more on all the criteria stated in the on-site evaluation checklist.

- **Control Room**

- Availability and use of communication devices (hand radio's/ telephones/ cell phones) will be checked.
**demonstration of hand radio, telephone, cell phones in control room = 5 marks*
**controller not able to demonstrate = 0 marks*
- Live vehicle tracking system will be checked.
**demonstration of live tracking of 2 company vehicles = 5 marks*
**controller not able to demonstrate = 0 marks*
- Availability of uninterrupted power supply/ emergency lighting.
**availability = 5marks*
**unavailability = 0marks*
- Availability of fire extinguishers and first aid kits will be checked.
**availability=5marks*
**unavailability=0marks*
- Inspect registers, OB on site and check for correct record keeping.
**correct record keeping = 5marks*
**incorrect record keeping = 0marks*

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- **Emergency Call-out procedure**

- Peruse emergency procedure and verify if controller understands procedure

**controller knowledgeable of emergency call out procedure = 5marks*

**controller lacks knowledge of emergency callout procedure = 0marks*

- **Resources and Vehicles**

- Do vehicles comply with the specified requirements and scope of services? Hi-ride 4x2 bakkie with off road capability. Inspect vehicles on site

**5 Hi-Ride 4x2 bakkies = 5 marks*

**5 light delivery vehicles (bakkies) = 5 marks*

As per above criteria

- Do vehicles meet all Eskom safety standards. Eskom vehicle safety specification and roadworthiness

**meets Eskom safety standard = 5 marks*

** do not meet Eskom safety standard = 0 marks*

- Is vehicle fitted with/ equipped with tracking system. Check tracking reports/ online system

**fitted with tracking system and report can be provided = 3 marks*

**not fitted with tracking system and report cannot be provided = 0 marks*

- Are vehicles equipped with functioning communication capability Inspect/ test communication capability in vehicle

**Vehicle fitted with communication device = 5 marks*

**Vehicle not fitted with communication device = 0 marks*

- **Safety**

- Availability of fire extinguishers, accessibility and validity date

**1 available = 5 marks*

**0 available = 0 marks*

- Availability, accessibility and of first aid box and contents stocked.

**1 available = 5 marks*

**0 available = 0 marks*

- Training records on the use of safety equipment. Personal files will be perused.

**training records of 2 controllers = 10 marks*

**training records of 1 controller = 5 marks*

**no training records of controllers = 0 marks*

- **Equipment, Uniforms and PPE**

- Sample uniforms must be presented and checked.

**10 sets of summer & winter uniform = 5 marks*

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**5 sets of summer & winter uniform = 2.5 marks*

**2 sets of summer & winter uniform = 1 marks*

**1 set of summer & winter uniform = 0 marks*

- Number of bullet proof vests with plates in store, availability, hygiene and cleanliness thereof. **(minimum of 10 bulletproof vests)**

**10 bulletproof vests = 5 marks*

**5 bulletproof vests = 2.5 marks*

**3 bulletproof vests = 1 marks*

**2 bulletproof vests = 0 marks*

Issuing register and signed per guard

**10 guard signatures = 5 marks*

**5 guard signatures = 2.5 marks*

**3 guard signatures = 1 marks*

**1 guard signature = 0 marks*

- Availability and panic buttons, torches, handcuffs, batons with holders, patrol clocking systems, pepper spray, pocketbook, red and black pen, alcohol screening/ testing devices.

Sample and test equipment presented on site (Panic buttons, torches, handcuffs, patrol clocking system, batons with holders, pepper spray, pocketbook, red and black pen)

**All items = 5 marks*

**Some items = 0 marks*

SECURITY SCOPE OF SERVICE AND REQUIREMENTS CONTINUES:

1. Introduction

The scope of services consists of:

24/ 7 Physical Security Services to provide the following:

- Unarmed PSIRA Grade B & C security officers trained to protect non-NKP sites and deployment at identified E-2 project venues.
- Unarmed Grade C Dog Handler and K9 Patrol & Protection Dog.
- Unarmed Grade C security officers for vehicle crime prevention patrols.
- 4-day, 12-hour shift cycles, including holidays and weekends, or on an as when required basis for a specific period.
- Adhoc deployment of unarmed PSIRA Grade B Supervisors to man identified control rooms.
- Perform, but not limited to, access and egress control, foot/ vehicle patrols, reception duties, control room operator duties, E2 project duties and static guarding.

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Eskom reserves the right to withdraw, terminate or redeploy services, reduce the number of security officers, operational equipment and facilities/ services rendered in this NEC contract, at any given time during the contract for any reason deemed necessary to Eskom including Performance Management, Negligence and Non-Performance under clause 35, 35.1, 35.2 and 35.3. Contractors will be notified as such.

2. LOCATION OF CONTRACTOR OFFICES AND SECURITY CONTROL ROOM

- The Contractor shall have a fully functional, operational office and control room which is manned on a 24hr basis, 7 days a week with 2 control room operators.
- The operational office must be located within the Western Cape for which the Contractor is bidding to render a security service and easily accessible to employed security officers.
- The occupation and maintenance of the offices and security control room shall remain in place at the Contractor's own cost for the duration of the contract.
- Should the contractor need to relocate to other premises, the Contractor shall inform Eskom in writing, 30 days prior to relocation and provide the new address together with a valid lease agreement/ proof of ownership/ bond agreement.
- All documentation presented must be in the bidder's registered company name.
- The lease agreement must be valid for the duration of the contract and/ or must indicate the option to extend for the duration of the contract.

The Contractor's operational offices and security control room shall be equipped to meet the following minimum requirements:

- Land line telephone communication
- Emailing Facilities
- Cell-phone communication
- Uninterrupted Power Supply (UPS/ Generator/ Solar/ etc).
- Contingency plans; Procedures (SOP's).
- Emergency lighting.
- Panic button linked to a dedicated offsite armed response (trained armed response officers must be dispatched and not tenderers supervisors).
- Operational torches.
- Road Map: Demonstrating the contractor's operational footprint (with GPS coordinates of all Eskom sites).
- Emergency contact numbers (internal and external).
- Current Eskom Security Standby Duty Roster.
- Fire extinguishers and first aid kits (valid, fully stocked, serviced, and sealed).

The contractor's operational office and security control room will be inspected by the appointed Eskom technical evaluation team to determine their level of organisation and operational effectiveness.

Eskom will conduct the inspection of the operational office and security control room as part of the tendering process and at regular intervals thereafter once appointed.

3. The Distribution security functions are made up of the following interdependent elements:

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- Protecting Eskom's assets, information, contractors, visitors, and personnel.
- Unarmed security officers at adhoc project and camp sites.
- Monitoring and detecting unauthorised activity.
- Responding effectively to breaches at sites.
- Crime prevention patrols.

The basic guarding duties comprise of:

- Physical guarding
- Preserve and manage crime/ incident scenes.
- Housekeeping
- Control (access/ egress, assets, material, people, vehicles, information and contractors)
- Patrols (foot, vehicle)
- Inspections
- Monitoring
- Restraining
- Reporting
- Effecting arrests
- Taking statements
- Giving evidence
- Response to incidents and any other responsibility related to the security functions and as outlined in all relevant legislation and standards.
- Any other function not listed in this document but related to the function of security services as outlined in the relevant legislations and standards.

The guarding function is also supported by electromechanical and automated systems (an effective electronic visitor management system must be deployed).

The services required from a contractor as well as the type (unarmed), quality and quantity of officers are determined by Eskom by means of a site threat and risk assessment and security plan. The number of personnel to be utilized will vary depending upon the complexity, threat and risk assessments as well as specific business requirements.

In Eskom, the current operating model for security entails the use of proprietary (in-house) officers as well as contractors.

4. Eskom Sites: Cape Coastal Cluster (Western Cape – Bellville Building)

4.1. Office building and emergency services, etc., in the following area:

Area/Site	Additional Information
Bellville Building	Office Buildings & Parking's, emergencies which may require services on an Adhoc basis.

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5. Security Officers Specifications in Distribution Division

Security officers will always perform duties at Eskom premises and most importantly when Eskom employees are not present at the sites. Therefore, all security officers deployed at Eskom sites are required to demonstrate the highest level of integrity and professionalism when dealing with Eskom personnel, information, visitors, contractors, material and other assets.

To that end they shall all possess the following minimum competencies and qualifications:

- Communication skills/ written/ oral communication in English.
- Proper and professional use of security radio communication and telephone.
- Additional requirements for an additional language will be specified by Eskom site representative.
- Ability to always demonstrate the highest level of professionalism.
- Ability to engage the public with authority, respect and professionalism.
- Knowledge of customer relations.
- All Security officers must be South African citizens or have a valid South African work permit if they are foreign nationals.
- Complete personnel file containing all Security officers' qualifications and competencies to be furnished to Eskom prior to the commencement of service.
- Should not have been convicted of any criminal offence and must disclose all pending criminal prosecutions against them. Non-disclosure of such will result in their automatic removal from Eskom site and duties.
- When on duty, always be in possession of his/ her:
 - valid PSIRA document.
 - company ID card (displaying head and shoulder photo, name details, ID number and PSIRA registration number)

5.1. Minimum skills and competencies required upon awarding of contract:

NB: The security company must provide all valid training records by means of a personnel-training file to the Eskom security contracts manager or persons appointed before commencement of any deployment / task or as and when required.

5.1.1. Grade C Unarmed guards (Static guarding, patrols and receptionists' duties)

- Grade C security trained by accredited training institution, with valid PSIRA registration certificate and card.
- Dog handler training & competency (for dog handlers).
- Should be able to read, write and express themselves well in English.
- Valid Grade 12 certificate.
- Computer literacy (***for officers performing Reception duties***).
- 2 years' relevant work experience in manning front desk/ reception area.
- 2-3 years' relevant work experience with proven records.
- Fit for duty (medically and physically) – Valid medical and fitness report required (issued by a health practitioner and provide report in file).
- Criminal clearance certificate.
- Valid basic firefighting training certificate.
- Valid first aid level one training certificate.
- Communication skills (in English):
 - Written communication.

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- Oral communication.
- Security radio communication.
- Good telephone etiquette.
- Knowledge of customer relations.

5.1.2. Grade B Supervisors

- Grade B Security trained with accredited training institution, with valid PSIRA registration certificate and card.
- Computer Literacy (***Supervisors and Bravo Security Control Room Operators***).
- Security Control Room Trained and a minimum of 2 years' related experience.
 - Grade 12 certificate.
 - Should be able to read, write and express themselves well in English.
 - Valid South African driver's license.
- Advanced Driving skills not older than 12 months.
- 3-5 years' work-related experience with proven records.
- Valid Criminal Clearance certificate.
- Valid basic firefighting training certificate.
- Valid First aid level one training certificate.
- Good observation and recording skills.
- Fit for duty (medically and physically) – Valid medical and fitness report required (issued by a health practitioner).
- Communication skills (in English):
 - Written communication.
 - Oral communication.
 - Security radio communication.
 - Good telephone etiquette.
 - Additional requirements for an additional language will be specified by Eskom site representative.
- Knowledge of customer relations.

5.1.4. Grade C Dog Handlers

- Security dog handlers must be trained and found competent by an accredited training institution, must be a trained and competent Grade C Dog Handler, SASSETA Level 1-5 and PSIRA registered.
- Dog handler must know and be competent on how to utilise the patrol and protection dog during an intrusion, attack, or search of an area for possible perpetrators and to effect an arrest.
- The contractor shall have a South African certified assessor and involved in the pairing of the canine and the handler during the initial phase of the training.
- The training shall be SASSETA accredited.
- A SASSETA registered training institute certificate shall be issued to each handler on successful completion of the training.
- Training records must be submitted to Eskom Security Manager or person appointed prior deployment.
- Eskom security and/ or their representatives shall be allowed unrestricted access to the training facility and training classes whilst the canine and dog handler training is in progress.

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They must further demonstrate good command in respect of the following legislations and competencies:

- PSIRA Act, 56 of 2001
 - Firearms Control Act, 60 of 2000 (If applicable)
 - Control of Access to Public premises and Vehicles Act 53 of 1985
 - Occupational Health and Safety Act, 85 of 1993
 - Criminal Procedure Act, 51 of 1977, as amended
 - Emergency preparedness
 - Crime prevention, guarding and patrolling
 - Report writing.
 - Arrest and search procedures
 - Gathering of relevant information and establishing facts
 - Crime scene preservation and management

The security service providers shall select and employ security staff according to strict criteria, which must include but not limited to the following:

- Previous reference check
- Years of work experience
- Formal security training
- Criminal record checks/ SAPS clearance certificate
- Basic medical examination
- Aptitude testing

The Security Contractors' duties are not limited to but shall include any other legal security activities that Eskom may introduce to enhance security in the Cape Coastal Cluster, in line with the security services outlined in this contract and such activities shall be communicated to the contractor in writing.

6. Access & Egress Control

The purpose of access control is to prevent the unauthorised access/ egress of persons and any dangerous objects into the Eskom facilities, to safeguard the employees, property, assets, material, information, contractors and visitors. To achieve this, the bidder must perform security services in accordance with the following Acts, but not limited to:

- The Constitution of the Republic of South Africa, 1996
- The application of the Criminal Procedure Act, Act 51 of 1977, as amended
- The Firearms Control Act 60 of 2000
- Private Security Industry Regulation Act 56 of 2001
- Trespass Act 6 of 1959
- Occupational Health and Safety Act 85 of 1993

Access control activities consist of controlling the movement of employees, visitors, information, contractors, vehicles, assets, equipment and material.

- Perform reception duties.
- Check all personnel access cards/ permits, visitors' access cards/ permits, and laptop/ equipment permits for validity against date of issue or expiry date and against ID document. Prevent access/ exit if permits are not valid and confiscate

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permits/ equipment and refer permit holder to the reception for attention of responsible Eskom security officer.

- Search all vehicles as per standard operating procedures. Check documentation regarding toolboxes, equipment, parcels and other items and issue equipment sheets if necessary. Prevent prohibited items such as firearms and alcoholic beverages from accessing site.
- Check material/ asset removal permits/ laptop/ desktop permits and verify content and signature. Confiscate items not described on the removal / laptop permit and hand in for safekeeping (complete exhibit register). Refuse exit with goods if an authorized manager did not sign removal permit.
- Lock/ secure gates and where security has access, lock doors after hours and weekends.
- Technical access control systems such as: turnstiles, booms, etc, which have physical guards in support must be monitored to limit access to only authorized personnel with visibly displayed Eskom access cards/ permits. The security officers must inspect the access cards/ permits used by the persons entering / exiting to ensure that they are in fact the authorised cardholders.
- Any person without an Eskom access card/ permit shall not be allowed to access/ exit the Eskom premises and must be treated as a visitor.
- The security officer must first confirm all visitors/ contractor visits to Eskom sites by telephonically contacting the host. Where there is a receptionist desk, the visitor must be directed to the receptionist desk. Where there is no reception desk, the security officer will issue a visitors access card/ permit and record the visitor's particulars in the visitor register. The visitor/ contractor shall not be allowed to gain access to the premises until he/ she is collected at the security access point by the host. The visitor/ contractor's details must be entered into the visitor's register by the security officer on duty and not by the individual requiring access. No visitors are allowed during a heightened Security Threat Alert Level.
- After completion of the visit, the visitor's access card/ permit must be collected at the original point of entry, receptionist/ security post by the security officer prior to the visitor being allowed to exit the premises. The security officer must inform his/ her supervisor and the Eskom Standby Security Officer/ Supervisor of any missing visitor's access cards/ permits at the end of each shift. It is therefore required that a reconciliation be done at the end of each shift to determine whether all issued visitors access cards/ permits have been returned. The Contractor will be held liable for all lost visitor access cards/ permits.
- If an Eskom employee has forgotten his/ her Eskom access card/ permit or lost it, a visitor's access card/ permit must be issued to the employee. The employee's Manager (or authorised delegate) must be called to sign the employee in for the day. The visitor's access card/ permit must be handed in to security at the end of the day and the employee must be signed out. The employee must apply for a new Eskom access card/ permit.
- Eskom employees without authorized access cards/ permits to a specific site must be treated as visitors for the day and their details recorded on the visitor's register. These employees do not require escorting.
- Eskom sites with technical access control systems/ equipment shall be checked by security officers upon commencement of each shift to ensure the proper

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functioning thereof. Any problems or unusual occurrences must immediately be recorded in the occurrence book and reported to the responsible Eskom Standby Security Officer/ Supervisor. In the event of an emergency occurring after hours, the Eskom Standby Security Officer/ Supervisor must be contacted immediately as well as an occurrence book entry made.

- Perform alcohol/ substance screening and testing at Eskom sites.
- Where available, a safety induction must be conducted at Eskom sites by means of a safety video.

The security officer on duty must record all relevant information in the After Hours Register of all persons (employees) requiring access after- hours, weekends and public holidays. This includes all pedestrian and vehicle access. The security officer must personally complete all the details in the After Hours Register and ensure that all information is legible and accurate. All persons inside the vehicle or accompanying the employee must be recorded in the register.

6.1.Unauthorised Access

All attempts of unauthorized access must be recorded in the occurrence book, access must be denied and immediately be reported to the Contractor's control room, the Eskom Standby Security Officer/ Supervisor and person responsible for the site. In the event of an unauthorized access incident or an individual found attempting to gain unauthorized access, the person must be detained, and the Eskom Standby Security Officer/ Supervisor must immediately be informed of the situation. The transgressor must be detained until the Eskom security standby officer/ SAPS arrives and takes control of the situation. An incident report must be submitted to the Eskom contracts manager within 12hrs followed by a comprehensive investigation within 14 calendar days.

6.2.Searching of Persons and Vehicles

The searching of persons and/ or vehicles entering/ exiting Eskom premises is the responsibility of the security officer on duty at the security post and must be in accordance with the Eskom Work Instruction, Criminal Procedure Act and the law in general.

6.3. Removal of Equipment

The removal of company assets and conveying of private property onto Eskom premises must be done in accordance with Eskom's Removal of Equipment policy and procedure. Copies of the removal permits OV28 document should be at all posts should a person wishes to remove an item from Eskom premises. A copy of the signed removal permit must be handed to security officers at the exit point should a person wish to remove an item from Eskom premises.

6.4. Visitor Management

- A manual system must be conducted through positive identification (SA ID, passport, drivers' licence, SAPS/ SANDF/ Law Enforcement/ SSA appointment certificates when on duty).

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- Confirm appointment, all visitors must be accompanied by a host at all times.
- Facilitation of visitors (receipt and exit by host)
- Declaration of equipment, issuing of permits
- Prohibited items (rules/ regulations applicable)
- Compulsory alcohol screening and/ or testing
- Random searches

6.5. Eskom Employees

- Only by means of an Eskom permit/ ID card.
- Employees without Eskom permits/ ID cards will be treated as visitors and details recorded accordingly.
- Removal permits/ laptop permits.
- Random alcohol screening and/ or testing
- Random searches
- Prohibited items.
- Declaration of equipment

6.6. Vehicle Control

- ID (employee/ Contractor/ visitor)
- Confirmation of appointment
- Random alcohol screening and/ or testing (compulsory for visitors and contractors)
- Random searches
- No unnecessary use of disabled/ reserved parking spaces within the facility

7. Patrols (foot and vehicle) duties

Patrol routes and times will vary according to site requirements however the following is applicable:

- Patrols must be recorded in the Occurrence Book (OB)
- All patrols must always be monitored by patrol monitoring device.
- Purpose of patrol must be clear (areas of importance)
- Determine equipment required.
- Check strategic points against patrol report.
- Report and record irregularities, report and record all deviations.
- Secure and preserve scenes of crime and/ or incidents.
- Respond to alarms on perimeter fence and report.
- Monitor the movement of suspicious vehicles/ people and report to control room.
- Execution of crime prevention patrols at the critical network infrastructure and hotspot areas including any other specified sites within regional boundaries.
- 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/ information/ material from site and network infrastructure.

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8. Security Patrol Dogs

Minimum requirements to place a dog on any Eskom facility:

- According to the Private Security Industry Regulation Act, 2001 (Act No 56 of 2001), *the use of security patrol dogs is permitted, although, in terms of Board Notice 15 of 1999, read with section 44(2) (c) of the Private Security Industry Regulation Act, 2001 (Act No 56 of 2001), it is provided that "Security companies who uses dogs must, depending on the security service rendered with the particular dog, successfully complete the relevant dog handler courses as contemplated in the board notice from an accredited PSIRA training instructor and training provider"*. The dogs must be trained for the particular security service they are used for.
- The Private Security Industry Regulator says that failure to comply with this notice (Board Notice 15 of 1999) will constitute improper conduct in terms of the Code of Conduct for Security Service Providers, 2003, as well as a criminal offence. The regulator further advises that security companies who use dogs must also apply for a licence at the relevant magistrate's court in terms of the Performing Animals Protection Act, 1935 (Act No 24 of 1935). The National Council of SPCAs is a statutory body in South Africa, established under the SPCA Act No 169 of 1993 and have specific aims and objectives, which include, but are not limited to; to promote the highest care and welfare standards for all animals.
- The dog must have all the necessary training and veterinary records, which must be relevant and up to date. Eskom Security will not tolerate dogs that have to work in undesirable conditions and if dog handlers are being exploited, through insufficient training and remuneration. The welfare of dogs is indeed crucial to their successful contribution to the credibility of the supplier and, the safety and security for Eskom that acquire these services.
- The role of the dog handler, however, cannot be overstated and is one that requires incomparable and effective training; the supplier must provide a high calibre training to ensure competence of the handler.
- The dog/s must be transported to and from the Eskom facility unless stipulated otherwise.
- **Kenneling if or when the dogs are housed at the Eskom facility:**

The following must be supplied for all dogs and Kennels.

- 1 x water bowl
- 1 x food bowl
- 1 x spade
- 1 x grooming brush
- 1 x broom
- 1 x leash
- 1 x choke chain
- 1 x hosepipe (if necessary)
- Disinfectant for kennels
- Food for a Month

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- A 4 x 2-meter kennel with a roof and a dog's kennel must be provided. The Performing Animals Protection Act No. 24 of 1935 (*PAPA*) enforces the annual *licence* applications for the use of *dogs* for training and safeguarding within the industry, which is obtainable from local magistrate. These licenses must be distributed to all facilities prior to deployment.
- The Contractor shall have a proven track record of providing similar services. The Contractor shall provide, with his/ her tender, the profile of the company (or outsourced) canine training centre management and instructors.
- The Contractor shall have onsite canine kennels, food, veterinary services, training facilities, training material and aids, as well as logistical support to accommodate canines and handlers during training (at the Contractor's facility).
- The onsite veterinary services shall at least include the services of a veterinary assistant.
- The canines will be kept on site were agreed and arranged with the Eskom security manager.

The Contractor shall provide, with his/ her tender, a proposed quality and compliance assurance plan which addresses:

- Training and refresher training of canines and handlers in accordance relevant legislation and comprehensive management practices.
- The Contractor possessing the necessary permits for acquiring and storing the training aids required for the training of canines.
- The Contractor shall provide, with his/her tender, the proposed criteria for screening and deploying dog handlers.
- The Contractor shall provide, with his tender, the proposed training curriculum to be used during the execution of the services.

8.1. Specifications applicable to canines

- All canines shall have positive identification (microchip).
- The canines deployed to the Eskom facility may be either male or female.
- All female canines shall be spayed.
- All canines shall be between fourteen (14) months and thirty - six (36) months of age at the time of delivery to the Eskom facility.
- The canine's height, weight and build shall be proportionate.
- All canines shall have a skin and coat suitable to working in a harsh environment e.g., no light skin pigmentation.
- All canines shall be free of any congenital abnormalities and shall have no physical, mental, or social anomalies the canine shall be replaced by the Contractor at no additional cost to Eskom.
- All canines shall have no damaged and broken teeth.
- All canines shall be free of disease, allergies, and external parasites.
- All canines shall be vaccinated, and deworming shall be up to date.
- Canine ears shall not be cropped.
- Canine tails shall not be docked.

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- All canines shall be made available to Eskom security, for inspection and selection purposes, before deployment.
- The Contractor should have a larger than required population (at least 10% larger) of canines available for deployment purposes.
- All proposed canines shall be examined by a South African Veterinary Council registered veterinarian who needs to certify that the canine is in satisfactory health. This examination shall be at the cost of the Contractor.
- The health history which includes all veterinary records, x-rays, and laboratory test results, as well as the completed vaccination record of the canine shall be provided to Eskom security upon delivery of the canine.
- The Contractor shall provide to Eskom security, as part of tender specifications, a full list of all aspects that will be evaluated to determine the medical history.
- All canines shall have a sound temperament and be properly socialised in respect of obedience; travelling in vehicles; and working in the proximity of wild animals in a bush environment.
- All canines shall be assessed for noise phobia, with the focus on gun shyness and operational hazards such as aircraft noise and shall be able to work in these noisy environments.
- The Contractor shall provide a warrantee in terms of the work performance of all canines, including behavioural problems such as unpredictable aggression amongst all canines procured.
- Should the canine develop any social or psychological problems within six (06) months after delivery, the Contractor shall attempt to retrain the canine. Should the canine not be retrain-able, the Contractor shall replace the animal and conduct the training of both the animal and the handler at no additional cost to Eskom.

9. Vehicle Crime Prevention Patrols in identified crime hotspot areas (i.e., Substations, Facilities, Assets, Overhead conductor/ Underground cables, Eskom supply areas etc.)

- Execution of crime prevention patrols of critical and any other specified Eskom sites within the boundaries of Cape Coastal Cluster (Western Cape).
- Visiting and patrolling of identified 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 or assets.
- Prevention of unauthorised removal of Eskom assets from Eskom sites and network infrastructure.
- The use of trained patrol dogs (see legal requirements above) and dog handlers to conduct patrols is a requirement for the predetermined and specified areas.
- The Contractor must compile a crime prevention patrol strategy and operational plan on how the identified risks/ challenges will be mitigated.
- Plan must be revisited weekly in consultation with Eskom Security contract manager/ supervisor or person appointed.
- The patrol teams will be expected to report for duty at specified Eskom sites and/ or control room before commencement with patrol activities. Eskom reserves the right to change the reporting base within the boundaries of the allocated geographical area.
- The Eskom Security contract manager or his/ her delegate reserves the right to re-direct crime prevention activities in his/ her area of responsibility.

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- No deviations from the operational plan without the authorization of the Eskom Security contract manager or his/ her delegate will be permitted.

10. Training, Experience and Skills required.

- All security officers including dog handlers, supervisors, receptionists, and relievers must attend training scheduled by Eskom Security, they will undergo competency-based assessment of which they are required to meet the assessment criteria to be declared competent, prior to being employed and deployed at any Eskom sites.
- Officers that are found not competent, will not be allowed to be deployed on any Eskom site until they have been re-assessed and found competent.
- All security officers must attend Eskom Safety and Security Induction Training (For all static guards, dog handlers and receptionists including relievers and supervisors), prior being deployed at any Eskom site. Due to security staff turnover, the security company must make constant arrangements with Eskom Security for Induction training to be scheduled for new officers employed as and when.
- All Security personnel deployed must be trained in terms of the various legislative requirements. Private Security Industry Regulatory Authority (PSIRA), First Aid, Fire Fighting, Health and Safety Regulations including evacuation drills, site specific Standard Operating Procedures (SOP's)/ Work Instructions (WI).
- Security Contractor must ensure that all security officers appointed for the deployment of Eskom sites comply with the minimum competency and skills requirements mentioned in this contract scope.
- Security Contractor must provide refresher training program schedule to the Eskom Security Contracts Manager or person appointed on a quarterly basis.

All Security Officers must demonstrate good command, skills and competency in respect of the following:

- Guarding and patrolling
- Report writing
- Driving capabilities
- Arrest and search procedures
- Preservation of crime scene
- Gathering of relevant information and establishing facts
- Basic first Aid
- Fire fighting
- Physical and mentally fit for the job
- Must be trained to operate access control point detection machines (x-Ray and metal detectors).
- Must be trained to operate alcohol screening/ testing equipment and to record relevant information.

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Investigation Skills

Security Supervisors and Officers must demonstrate the ability to conduct basic investigation (First Information of Crime reports) at crime/ incident scenes in respect of the following:

- Identify a crime scene.
- Secure and preserve a crime/ incident scene.
- Identify and secure evidence.
- Identify possible suspects and witnesses.
- Gather evidence.
- Provide a detailed first information of crime report.

10.1. Legal Aspects

Security Officers must demonstrate knowledge of the following legislations:

- PSIRA Act and Regulations Act, No. 56 of 2001
- Criminal Matters Amendment Act, No 15 of 2018
- Firearms Control Act and Regulations, No. 60 of 2000
- Criminal procedure Act, No. 51 of 1997, as amended
- Second Hand Goods Act, No. 23 of 1955
- OH&S Act and Regulations, No. 85 of 1993
- The constitutions of the Republic of South Africa, Act 108 Of 1996.
- Any other relevant piece of legislation and standards. (Eskom site representative to specify).

11. Supervision

- All deployed officers must be supervised by a PSIRA Grade B supervisor and visited once per shift at sites.
- The supervisors must ensure that officers deployed at rural/ 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 officers 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.
- A supervisor checklist (checking the operability of the security equipment/ service of ablution facility/ availability of water/ etc.) must be completed and submitted to the Eskom contracts manager on a weekly basis **(every Monday by 12:00pm)**.

12. Communication

The Contractor 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: two-way hand-held security radios, satellite radio, base radios and push to talk (PTT) and contracted cell phones only as a backup communication medium.

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Communication and associated equipment to be provided by the contractor are as follows:

- Where the site requires that two-way hand-radios be part of the security equipment, these radios must be provided. An officer, when on duty, must be in possession of a handheld radio. Battery chargers must be provided to ensure that at no time the radios are inoperable due to flat batteries. Such radios must be able to communicate with the Contractors control room 24hrs where necessary.
- Where access to Eskom telephones/ landlines is provided, the contractor must always maintain a telephone register and ensure that no misuse takes place. All calls must be recorded in this register. Any telephone calls not recorded in the telephone register will be recovered from the Contractor.
- Where there is no radio signal, the Contractor is required to make available cellular/ satellite phones with airtime for official use or alternative communication devices that are reliable and effective.

13. Contingency plans

The Contractor must have contingency plans for each allocated site in place and copies of the contingency plans must be submitted prior to commencement of the contract. The following scenarios must be covered in the plans:

- Industrial unrest i.e., Own Strike/ Labour unrest amongst own staff or National Strike by the Security Industry.
- Community unrest/ protest action/ shutdown.
- Control Room Back-Up.
- Armed attack.
- Bomb scare.
- Fire.
- Theft in progress.
- Hi-jacking.
- Equipment failure e.g., vehicle breakdown, communication system.
- Vehicle accidents.
- Bad/ inclement weather conditions (e.g., rainstorms, flooding, etc.).
- Provision of additional manpower capacity to assist Eskom in the event of an Adhoc security related operation.
- Shortage of manpower due to e.g., protest action, absenteeism, sick leave, annual leave, etc.

13.1. INTIMIDATION

- It is the intention of Eskom that the personnel provided in terms hereof shall as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should the Contractor suspect intimidation of

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personnel, he/ she shall take prompt action in conjunction with Eskom to remedy the situation.

- Such action shall, if deemed necessary by Eskom include immediate replacement of the personnel involved.
- The Contractor shall forthwith notify Eskom of any form of intimidation which their personnel may be subjected to.

14. Mobile Guardhouse

The supplier must provide a mobile guardhouse, per deployed site, in accordance with Eskom specifications as follows:

- Size 2,4m x 2,4m Wooden structure.
- Aluminium zinc or similar coated sheeting.
- Wall height 2m and Roof height 2,3m.
- 2 opening glass windows-600mm x 900mm.
- 1 x fixed window in door-400mm x 800mm (toughened).
- Lockable door.
- Wooden framed floor with shutter board.
- 8 adjustable legs.
- Insulated walls and roof.
- Electrics: DB Board, 1 Multiplug point and fluorescent lighting (inside and outside).

Security Contractor must also provide 2 x chairs and table that are in good working condition for officers to use when on duty.

NB! No electrical appliances such as heaters, kettles, microwave ovens, makeshift spiral heaters, etc is allowed on Eskom sites.

15. Drinking Water

Where there is **no access to potable drinking water** at a site, the contractor must provide drinking water for their officers at Eskom sites. It should be noted that the provision of potable drinking water to a site where water is not available is a legal obligation and therefore mandatory.

16. Ablution Facility (mobile portable toilet)

The security contractor must supply an ablution facility for the security officers and maintain it on a weekly basis. This requirement is a legal obligation and mandatory for Eskom to ensure it is provided by the security service provider.

17. Bullet Proof Vests Level III Special SA MIX

Bulletproof vests shall be procured, supplied, and maintained by the security contractor as part of its PPE scope of supply for the service. Eskom standards and policies are applicable. Each officer must be issued with his/ her bulletproof vest when on duty. Sharing of bullet proof vests are not allowed.

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18. Panic button linked to a dedicated external armed response service.

The security contractors shall supply a panic button linked to a local offsite dedicated armed response service as per the scope requirements of this contract. Signed SLA's must be provided to the Eskom Contracts Manager upon inception of this contract. The contractor must test the operability of the panic button and the response thereof on a weekly basis.

19. Transportation of Security Officers

The NBCPSS guidelines provide for the costs associated with the transportation of security to be included in the overhead and profit cost. In this regard, Eskom shall not pay additional costs for the home-work-home transportation of officers.

NB! For safety reasons and as part of Eskom's Life Saving Rules, Security Officers shall NOT be transported at the back of a bakkie. This requirement shall be spelt out clearly in the scope document, Health, and Safety Requirements, to be met by the supplier as well.

20. Vehicle Patrols

- The Eskom security contract manager or person appointed shall specify the point for kilometre start for patrolling and the total kilometres to be patrolled per site prior to task order issued. No task order will be issued for patrolling without defined patrolling requirements.
- A minimum of 5 dedicated operational patrol vehicles must be available at any given time when requested for crime prevention patrols.
- All security contractor vehicles must produce a tracking report with detailed information and demonstrate usage evidence-based documents to support the kilometre claimed every month or on an Adhoc basis.
- All vehicles used for Eskom services will be subjected to a periodic inspection by the Eskom security team. All vehicles must be fitted with two-way security radios that must be able to communicate effectively with the control room and officers (where necessary) or supply alternative method of communication that is effective and reliable.
- All vehicle used for Eskom services must meet Eskom Vehicle Safety Standards (i.e., roadworthy, fitted with seatbelts, ABS, first Aid kit, fire Extinguisher, Serviced etc.)

21. The working times / Shifts

- Working times determined by NBCPSS & 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., 07h00 to 19h00 or 06h00-18h00 dayshift and 19h00 to 07h00 or 18h00 to 06h00 night shift, Task Order will specify what is required.
- A signed off reviewed list of Security officers deployed in terms of this contract must be provided monthly, within 5 days prior to the commencement of the new month.

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- The contractor is responsible to ensure that every shift complement is satisfied before commencement of the shift.
- The Security Officers will be expected to do a pre-job daily risk assessment and safety toolbox talks before commencement of every shift. Proof of signed toolbox talks, and pre-job daily risk assessments must be submitted to the Eskom security contracts manager/ delegate on a weekly basis.

22. Shift Relief / Hand over Procedure

A formal shift relief handover will be done daily as prescribed below:

- A Security Officer shall not leave his/ her post of duty unless his/ her relief has arrived.
- If no security is required for the next shift, the Security Officer will not leave his/ her post of duty until the delegated Eskom employee or security supervisor has arrived and is satisfied that all is in order.
- The security officer taking over must satisfy him/ herself that all is in order before accepting full responsibility. He/ she must check that any security equipment, torches, two-way hand radios, telephones, etc on hand are in an operational order. He/ she must also ensure that all required registers are up to date and available. Should there be any keys on hand, these must be checked. The security officer taking over duty must record an appropriate entry in the OB thereby verifying that all is in order at shift take-over. Any shortcomings must be reported to the security supervisor, the Eskom Standby Security Officer/ Supervisor and be recorded in the OB.
- Sites where security officers perform patrol duties, the security officer going off duty and the one reporting for duty will conduct one site patrol together to ensure that all is in order before duties are handed over.
- The security officer going off duty must remain and witness the security officer taking over. He/ she must record an entry in the OB stating his/her name and that he/she has handed over duty and full responsibilities to the new officer, stating his/her name. He/ she must also state that everything is in order and all equipment used is operational.
- The security officer taking over the site must make an OB entry confirming that duty and responsibility have been taken over. He/ she must confirm that everything is in order and all equipment on hand is operational. Any shortcomings must be reported to the security supervisor Eskom Standby Security Officer/ Supervisor and must be recorded in the OB.
- Posting of female officers during night shift duties and only females together on day shift is **strictly prohibited**.

23. AD-HOC SERVICES REQUIREMENTS

- Eskom will from time to time require ad-hoc security services from the Contractor, to enhance its security operations in response to various operational conditions. These services may be required outside the scope of normal working hours and the Contractor should be able to assist with additional personnel and equipment

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as requested. If this is required, the Eskom Contract Manager/ person appointed shall officially inform the Contractor to provide such services with a detailed list of requirements and performance standards by means of a **Task Order**.

- The services will be paid for as per agreed price structure within the NEC.
- The ad-hoc services will be requested for sites where security services are not provided and/ or may be in response to changes in the normal operations of the site or for project services. The services may be requested for any period and at any given time.
- The general ad-hoc service may under normal circumstance take the following process:
- The Eskom Contract Manager/ person appointed will issue a Task Order instruction to the Contractor setting out the exact ad-hoc service requirements. This will include following details:
 - The place.
 - The duration.
 - The service starts and end dates.
 - The number of security officers, grades, and equipment (i.e., vehicles, K9, etc) to be deployed.
 - Additional resources i.e., guard house, mobile toilet, etc to be provided.
 - Skills, competencies, and qualifications of Security Officers.
 - A scope/ description of the guarding services required to be performed by the Contractor (deliverables)
- The Contractor will be remunerated as per the agreed price structure within the signed NEC.
- Requirements for services to be rendered at Eskom sites will be totally at the discretion of the Contracts Manager/ person appointed and will be supported by the Security Manager.
- Invoicing for the required ad-hoc service will be submitted to the Eskom contracts manager/ person appointed with the costs claimed and must be consolidated with the normal monthly invoice.
- The invoice shall provide in detail, as above stated contents of the Task Order, i.e., the date, time work started and ended, list of all personnel and equipment deployed.

NOTE: The Task Order template will be the only accepted form of instructions issued to the Contractor for deployment of services at Eskom sites for payment to be affected. Where urgent services are requested, the instruction will be verbal, and a task order will be issued within 24hrs after issuing of the verbal instruction.

24. SECURITY REGISTERS

- The Security Contractor must provide the Occurrence books, Visitors and after-hours register.
- Occurrence book to be correctly completed by Security officers and supervisors listing all occurrences and visits on site.
- Visitors register to be completed **(by the security officer and not the visitor)** daily and filed on site for future reference and pages must be numbered.

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- Security registers must be kept neat and tidy. Under no circumstances are pages to be torn out.
- Contractor must ensure that quality registers are provided. Register must remain bonded, with no loose pages.
- The security officers are responsible for completing the registers with all the required information. The required information must be completed legibly and accurately. The contractor must ensure that the security officers always adhere to this requirement.
- 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.

25. Incident Reporting and Investigation

- All incidents or any criminal offence committed on the premises or to the property of Eskom, shall forthwith be reported to the local police station and the Eskom Security Standby Officer immediately or as soon as practically possible after occurrence of the said incident.
- A detailed written report (first information of crime) of all such incidents must be submitted to the Eskom Contract manager/ person appointed within twelve hours (12) hours after the occurrence of the said incident.
- The Contractor must submit a detailed written investigation report in respect of any incident which has occurred on Eskom's premises/ facility within 7 calendar days.
- Important and relevant details of all incidents occurring on Eskom's premises shall be recorded in the occurrence book immediately after the occurrence thereof.
- All investigation findings must be closed out within the specified time frame communicated by Eskom.
- The contractor must ensure that all incidents investigated by them are concluded within the specified time frame communicated by Eskom.
- The contractor must ensure that a trained, competent and skilled incident investigation chairperson is appointed to investigate all safety related incidents.
- Contractor must avail all involved security personnel to attend incident investigation and interviewing in line with Eskom Incident Reporting and Management Procedure process.

26. Documentation

The following documentation is to be supplied by the security contractor within a month after the contract has commenced: **This must be neatly filed.**

- List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.
- Certified ID copies and valid PSIRA certificates of all security officers.
- Certified copies of valid 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 SASSETA training certificates of Advance driving course, for all drivers.
- Certified copies of Dog handlers training certificates for all handlers.
- Certified copies of vaccination records of all K9's.

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- Certified copies of training records and appointment letter of all incident investigators to OHS Act.
- 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 contract.
- 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 and PPE.
 - Standard on the correct use and maintenance of equipment
 - Communication procedure.
 - Shift changes and handing over.
 - Response process.
 - Access control and patrols procedure
 - Incident reporting and management procedure
 - Emergency Evacuation Procedure

27. Safety Requirements

As per the SHE specification issued with the tender pack.

28. Operational equipment to be Supplied by the Contractor:

- A list of equipment required shall be fully specified in the task order issued. Eskom will provide specifications for mobile guard houses, bulletproof vests and other equipment that must be supplied where necessary.
- Supply of more than enough set of uniforms (minimum 2 complete sets) – company uniform must reflect two company logos and PSIRA ID card. (PSIRA 13.1).
- The Contractor must provide a detailed asset register and description of their current security equipment used e.g., batons, handcuffs, pepper-spray, etc. with the bid response.
- It is the responsibility of the Contractor to ensure that their employees are equipped with the correct and suitable security equipment.
- The equipment must be always functional and operational.
- The supplier is required to maintain the security equipment utilised on Eskom sites at their cost.
- All vehicles must be equipped with a local global positioning system or any other vehicle tracking device or system.
- Eskom's property supplied to the contractor for the execution of their duties remains the property of Eskom and will be available at any time for inspection by an Eskom representative. Any such property in the possession of the contractor on completion of the agreement will be returned to Eskom in the same workable condition that it was handed to the contractor.
- The contractor will be responsible for any loss of or damage to Eskom property in his/ her possession, and if required the contractor will furnish such security for the payment of any such loss or damage as Eskom may require. The contractor shall be held liable for the replacement costs of Eskom access lost/ damaged and not recovered from visitors/ Eskom employees.

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29. Eskom's property in possession of the service provider

- Eskom's property supplied to the Service Provider for the execution of their duties remains the property of Eskom and will at any time be available for inspection by an Eskom representative. Any such property in the possession of the contractor on completion of the agreement will be returned to Eskom in the same working condition as handed to the Service Provider.
- The Service Provider will be always responsible for any loss of or damage to Eskom property in his possession, and if required Eskom will deduct the loss of such equipment if the service provider fails to compensate Eskom once a final investigation report from Eskom has been submitted.

30. RESPONSIBILITIES OF THE CONTRACTOR OPS MANAGER AND/ OR SUPERVISOR

The assigned person is responsible for, but not limited to:

- Company liaison dealing with all aspects of the contract.
- Ensure that shift complement is fulfilled as per the contract/ Task Order.
- Ensure that the shift times are adhered to, including appropriate shift hand over time.
- Ensure that all personnel are fully equipped.
- Attend to company human resources problems.
- Address operational grievances with Eskom supervisors.
- Ensure that safe and reliable home-work-home transport is available for all shifts.
- Liaise with Eskom supervisors to schedule staff for on-job training.
- Address complaints raised by Security Management within 48 hours.
- Daily interfaces with Security Management with respect to operational contractual issues as well as contractor staff performance.
- Attend contractor safety forums, contractor meetings (scheduled/ unscheduled urgent ad-hoc meetings). The company must have an appointed Safety Representative (appointed as per the safety regulations).
- Conduct pre-job site risk assessment, safety and security toolbox talks, ensure the relevant register is signed and documentation submitted to Eskom contract manager.
- Avail and attend meetings with Eskom Contract manager/ appointed person to evaluate performance of the service provided.
- Ensure that monthly signed payment certificates, invoices, statements, contractor Man-hours, reports and task orders are submitted within stipulated deadline dates.
- Inspect shifts during shift parades and submit a shift list to the Eskom Supervisor including the PSIRA registration number of all staff on duty.
- Knowledge of the Control of Access to Public premises and Vehicles Act 53 of 1985, Criminal Procedure Act 51 of 1977 and the Occupational Health and Safety Act 85 of 1993.

31. SALARIES AND PAYMENTS

- Security companies must remunerate security officers the minimum wage specified on the Illustrative Pricing Guide, of the National Bargaining Council for Private Security Sector.
- Register all security officers with the Department of Labour: UIF, COID and provident fund.
- Ensure security officers receive their monthly salary advises and are paid on time as per agreed terms of employment contract. Failure to do so, Eskom will issue

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early warning to Contractor to act and remedy the situation and the matter will be escalated to the Department of labour, National Bargaining Council for Private Security Sector.
and PSIRA.

32. UNIFORMS

- The contractor must comply with legislative requirement (PSIRA Regulation 13). Uniform items must always be kept in clean, neat and good condition.
- Uniform must be functional in terms of the environment where security staff are deployed.
- Uniform for all types of weather including water boots must be issued to security staff.
- 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.
- **The contractor must ensure that security uniform is always and immediately replaced in case of wear and tear.**
- Standard Operating Procedure in terms of wearing, maintenance and usage of company uniform must be communicated to all officers deployed at Eskom sites.

33. Attendance of Risk Reduction Meetings/ Contract Performance Meetings

- It is expected of the security company directors/ owner(s) to attend all risk reduction/ contract performance meetings.

34. Contractor Performance Management

The Contractor shall be subjected to a performance evaluation every 3 months during the duration of the contract, to ensure high performance standards and performance. It shall be measured as follows:

KPA1	KPI	Evidence	Target	Ratings Low = 1 Excellent = 5
Service Delivery	Compliance to scope of work & requirements	Early warning reports/ Notification of default reports or Site Inspection Reports	3.5	
Customer Satisfaction	Improved customer services/ perceptions	Customer Survey/ Compliments	3.5	
24 Hour control room	Compliance to scope of work	Inspection/ reports	3.5	

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	and mandatory returnable			
Compliance	Regulatory & Legislative Compliance	Report on Compliance / Inspection/ Audit Reports	3.5	
Crime and Incident Management	Incidents	Incident investigation conducted and closed out within specified time frame, Incident report, Reduction in incidents	Close out reports and recommendations, Reduction in incidents by 10%	
	Losses	Zero Losses Report	Zero losses	
	Successes/ Recoveries	Reports	Increase by 5%	
	Proactive initiatives	Crime prevention plans	At least 3 per quarter	
Training	Attendance at training	Training report	95% compliance	
	Training program	Quarterly training program	100% compliance	
	Record keeping	Training files	100 % compliance	
Security Operational Equipment	Working Conditions & Compliance	Site Inspection checklist/ testing/ OB entries/ maintenance records	100% compliance	

35. LIABILITY DUE TO NEGLIGENCE AND NON-PERFORMANCE

The Contractor will be held liable for damages or losses suffered by Eskom, as a result of the Contractor's or his/ her employees' gross negligence or intent, which originates at the sites or premises.

35.1 Penalties

Eskom shall over and above the Schedule of Deficiencies and Penalties Table below, impose suspension/ termination or reallocation of a contract. Early Warning and Notification of Default process will be followed in this instance:

- Non-compliance to Eskom policies, procedures, protocols and standards.
- Non-compliance to legal legislative requirements, as per schedule attached.

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- Non provision of the full complement, required security uniform, PSIRA card, PPE and working equipment on site (including vehicles, Level III SA Mix Bullet proof vest, trained dogs, etc).
- Non-compliance to the acceptable turnover rate.
- Non-performance of duties and negligence by security officers on site.
- Non or late reporting of incidents.
- Failure to formally investigate incidents and provide Eskom with a detailed investigation report within deadline date.
- Failure to comply with all legal regulations and laws.
- Sleeping on duty / deserting the post / negligence in the performance of his / her duties/ eating in the face of customers at a post/ reading newspaper at post/ using personal cell phone at a post.
- The contractor failing to draft, submit and implement plans and procedures required by Eskom to mitigate risks identified at sites under their guarding and further prevent losses.
- Posting or changing security officers from site without the knowledge of the client (Eskom Security Contract Manager/ Supervisor or person appointed).
- The Contractor and/ or his/ her employees failing to respond and report adequately to any criminal activity in or around the allocated installations/ premises.
- Neglect to notice any criminal activity when it is obvious that it should have been noticed by the Contractor's employees.

35.2 Eskom shall also impose penalties on the Contractor by means of financial recovery for losses due to the following:

- Theft of Eskom assets/ material/ equipment etc. while security guards are deployed on site.
- Vandalism or Damage to Eskom property/ equipment/ assets etc. while security officers are deployed on site.
- All losses suffered due to negligence of security officers deployed on site.

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35.3 Schedule of Deficiencies and Penalties

NO.	DEFICIENCY	PENALTY
1	<ul style="list-style-type: none"> Security Officer or Dog (K9) not posted on duty as agreed upon. (Short posting) Officers arriving late for duty (60mins late) The posting of unregistered officers (PSIRA). The short posting of officers and an incident occurred. 	10% deduction of the total monthly site cost
2	<ul style="list-style-type: none"> SO found intoxicated/ under the influence of liquor or drugs while on duty at Eskom site(s) 	10% deduction of the total monthly site cost and/ or permanent removal of Security Officer from Eskom contract duties.
3	<ul style="list-style-type: none"> Refusal by SO to comply with lawful instruction 	Permanent removal of Security Officer from Eskom contract duties.
4	<ul style="list-style-type: none"> SO found sleeping on duty 	50% deduction of the total shift site cost
5	<ul style="list-style-type: none"> Desertion of post by SO 	50% deduction of the total shift site cost, thereafter removal of contractor from site on repeat finding
6	<ul style="list-style-type: none"> Negligence by SO in the performance of their duties 	10% deduction of the total monthly site cost and/ or permanent removal of Security Officer from Eskom contract duties.
7	<ul style="list-style-type: none"> Bullet-proof (L3 SA MIX) Vests worn without plates. Found not wearing the bullet-proof vest while on duty. Bulletproof vests worn out, not clean and maintained. Bulletproof vest shared amongst officers. 	10% deduction of Security Officer shift costs
8	<p>Officer(s) not supplied with specified required equipment, not equipped with required specified equipment on them and are supplied with non-functioning equipment. These include:</p> <ul style="list-style-type: none"> Fire Extinguisher (expired or not on site) First Aid Kit/ Bag/ Box (not on site or missing contents) Torch with charger/ functioning batteries Radio/ contract cellphone or Push to Talk (PTT) Panic button linked to dedicated armed response. 	10% deduction of total site shift costs

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	<ul style="list-style-type: none"> Real time patrol clocking and monitoring device with a charger. Roadworthy, serviced vehicles and valid licence registration (licence disc) 	
9	<ul style="list-style-type: none"> Facilities not delivered on site and facilities that are not according to contract specifications including maintenance and service requirements i.e. <ul style="list-style-type: none"> 1. Guard House 2. Mobile Toilet 3. Clean and safe drinking water daily/ weekly 4. Desk and chairs in good working condition 	15% deduction from the total monthly site cost
10	<ul style="list-style-type: none"> Non submission of site inspection reports/ mileage sheets and weekly crime prevention plan by patrol teams 	Non payments of the total services (i.e., the cost for the Security Officers, vehicles, dog, guard house, toilet, etc.)
11	<ul style="list-style-type: none"> Not submitting relevant reports/ supporting documents when requested to do so Not completing the prescribed investigation documentation within the deadline date 	Non payments of the total services (i.e., the cost for the SOs, vehicles, dog, guard house, toilet, etc.)
12	<ul style="list-style-type: none"> Non-compliance with regards to patrol clocking/ monitoring device 	<p>The Service Provider will be liable for replacement within 12 hours.</p> <p>Missing 2 and more clocking times per shift will lead to 10% deduction of total monthly site cost.</p> <p>Should there be a breakage or burglary and there was no clocking device or clocking discrepancies exists; the Service Provider will be held liable for all repair costs and the replacement of lost item.</p>
13	<ul style="list-style-type: none"> Late reporting of crime prevention patrol teams at designated reporting site. 	Non-payments of the total services (i.e., the cost for the Security Officers, vehicle, etc.) and issue written warning to contractor.
14	<ul style="list-style-type: none"> Unavailability of crime prevention patrol teams on call out without notification to Eskom Security Contract Manager/ Supervisor 	20% deduction of the total monthly site cost (i.e., the cost for the Security Officers, vehicle, and dog)
15	<ul style="list-style-type: none"> Staff not remunerated by security contractor, which compromises the quality and effectiveness of the provided service to Eskom 	<p>If a company is found not to have remunerated staff accordingly and not notifying Eskom in advance of any challenges. This is considered unfair labour practice and First notice of non-compliance will be issued.</p> <p>2nd Offence: Second written notice of non-compliance.</p> <p>3rd Offence: A final written notice of non-compliance (9.1 Notice) if no change after the Final written warning a contract will be terminated in line with the termination clause of the contract and the services awarded to another service provider.</p>

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16	<ul style="list-style-type: none"> SO not wearing proper uniform items or uniform is worn out. 	10% deduction of the total monthly site cost
17	<ul style="list-style-type: none"> SO not in possession of a baton/ handcuffs/ pepper spray 	10% deduction of the Security Officer shift rate
18	<ul style="list-style-type: none"> Non submission of incident, investigation reports and related evidence documentation within specified period 	10% deduction of the total monthly site cost
19	<ul style="list-style-type: none"> Breach of contract (Performing duties outside of this contract scope and requirements) 	<p>A first written notice of non-compliance.</p> <p>2nd Offence: Second written notice of non-compliance.</p> <p>3rd Offence: A final written notice of non-compliance (9.1 Notice) if no change after the Final written warning a contract will be terminated in line with the termination clause of the contract and the services awarded to another service provider.</p>
20	<ul style="list-style-type: none"> Failure to conduct incident investigations, submit completed report and closing out of recommendations within the specified time frame communicated by Eskom (OHS Act) 	20% deduction of total monthly invoice
21	<ul style="list-style-type: none"> Dog handlers and dogs not meeting the contract requirements 	10% deduction of total monthly site cost
22	<ul style="list-style-type: none"> Failure to provide calibrated alcohol testing devices, trained and appointed officers 	10% deduction of total monthly site cost
23	<ul style="list-style-type: none"> Failure to provide vehicle as per the contract requirement 	10% deduction of total monthly site cost
24	<ul style="list-style-type: none"> Supervisors failing to visit sites once per shift as per contract requirements 	10% deduction of total monthly site cost
25	<ul style="list-style-type: none"> Contractor appointed Operations Managers/ Regional Managers/ Supervisors failing to attend Security Contractor Meetings as and when requested. 	10% deduction of total monthly site cost
26	<ul style="list-style-type: none"> Failure to retrieve Eskom access cards issued to visitors 	20% deduction of total monthly site cost