



NEC3 Term Service Contract (TSC3)

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

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

for **Provision of physical security services at the Kusile
Power Station**

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CONTRACT No. [TBA]

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:

THE PROVISION OF PHYSICAL SECURITY, TRT, AND DRONE SERVICES FOR THE KUSILE POWER STATION, KENDAL ACCOMMODATION, WILGE OFFICES, AND FLATS FOR 24 MONTHS

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

.....
(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work: Service Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

General Manager
Kusile Power Station
ESKOM Holdings SOC Ltd
(Reg No. 2002/015527/30)
Megawatt Park, Maxwell Drive,
Sandton, Johannesburg

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

No.	Subject	Details
1	None	None

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

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

	For the tenderer:	For the Employer
Signature
Name	General Manager Kusile Power Station
Capacity	ESKOM Holdings SOC Ltd (Reg No. 2002/015527/30) Megawatt Park, Maxwell Drive, Sandton, Johannesburg
On behalf of	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Name & signature of witness
Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

- X2: Changes in the law**
- X17: Low service damages**
- X18: Limitation of liability**
- Z: Additional conditions of contract**

of the NEC3 Term Service Contract April
2013² (TSC3)

10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	

10.1	The <i>Service Manager</i> is (name):	
	Address	Kusile Power Station, Ogies-Balmoral Road (R545), Haartebeesfontein Farm, Witbank, Postnet Suite 46, Mpumalanga - SA 1035,
	Tel	
	e-mail	

11.2(2)	The Affected Property is	Kusile Power Station, Kendal Accommodation, Wilge Flats and offices.
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11.2(13)	The <i>service</i> is	Provision of Physical Security, TRT and Drone Services for the Kusile Power Station, Kendal accommodation, Wilge offices and flats.
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11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none">• Loss of Eskom Assets-Theft• Poor handling of firearms and ammunition• Strike action by contract security employees.• Legal contraventions by Service providers with regards to the Firearm Control Act, NKP Act and PSIRA• Usage of unregistered and non-compliant service providers that are using illegal foreign security officers that are not paid as per the PSIRA salary regulation and are untrained.
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² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

11.2(15)	The Service Information is in	Part 3: Scope of Work
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	12 to 24 hours- Emergency 2 working days- Urgent 7 working days- Normal
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	Contract Signature date
30.1	The <i>service period</i> is	Twenty-Two (24) months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th 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	Two (2) weeks, i.e. Fourteen (14) working days after submission of each invoice, excluding time for correction of the Contractor's invoice.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the South African Reserve Bank (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
6	Compensation events	Refer to NEC3 ECC terms and conditions of core clause 6
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. None.
9	Termination	Refer to NEC3 ECC terms and conditions of

core clause 9.

10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	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).
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	Prices are fixed for the first 16 months of the contract, and there after CPA becomes applicable from the 17th month.
X1.1	The <i>base date</i> for indices is	Month prior the enquiry closing date
	The proportions used to calculate the Price Adjustment Factor are:	proportion linked to index for Index prepared by

		15% Fixed <hr style="width: 50px; margin-left: auto; margin-right: 0;"/> 1.00
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.
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	The <i>Contractor's</i> total liability for any damaged caused to the Employer's property, equipment, material, and plant shall be limited to a Task Order issued by the Employer as of the Task Order date and shall be capped at 25% of the damages caused per incident or to a deductible value of R500 000.00 whichever is the lesser.
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	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <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	Two (2) months after the end of the <i>service period</i>.
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

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

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business

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

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

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

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

Z4 Confidentiality

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

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

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational

- Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

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

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

Z8 Notifying compensation events

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

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

Z9 Employer’s limitation of liability

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

Z10.2. Employer's Right to Terminate for Convenience

Right to Terminate

The Employer may, at its sole discretion and for any reason, terminate the Contractor's obligation to Provide the Works by giving not less than [14] days' written notice to the Contractor.

Termination Date

Termination shall take effect on the date stated in the notice ("Termination Date").

Contractor's Obligations Upon Notice

Upon receipt of a termination notice, the Contractor shall:

- cease work on the Termination Date;
- take all reasonable steps to minimise cost and delay;
- protect and secure the works and materials;
- hand over all completed and partially completed work;
- provide all records, drawings and documents relating to the works.

Payment on Termination

Following termination, the Project Manager shall assess the amount due, which shall include: the Price for Work Done to Date;

- Defined Cost incurred up to the Termination Date;
- reasonable demobilisation and removal costs;
- the cost of cancelling subcontracts and orders, where reasonably incurred;
- the Fee applied to the above amounts.

Exclusions

- The Contractor shall not be entitled to: loss of profit on work not carried out;
- indirect or consequential losses;
- any claim other than those expressly provided in this clause.

Final Settlement

Payment certified under this clause shall constitute full and final settlement of all claims arising out of the termination, except for claims arising from prior breaches of contract.

Ethics

Z11

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

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

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

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

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

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

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

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

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

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

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

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

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

Z12 Insurance

Z_12_1 Replace core clause 83 with the following:

Insurance cover 83

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

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

INSURANCE TABLE A

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

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
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 44 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 44 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 and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

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

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

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

C1.2 Contract Data

Part two - Data provided by the Contractor

Notes to a tendering contractor:

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

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

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

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

Job

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
11.2(19)	The tendered total of the Prices is

Part 2: Pricing Data

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the

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

Format of the *price list*

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

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

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

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

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

C2.2 the price list

Refer to the attached C2.2 Price List.

Year 1 (12 Months)

Item No	Description	Grade	Quantity	Rate	Amount
P&G	1 x Drone equipped with Night Vision capabilities, GPS tracking and weather-resistant capabilities for day & night operations + Data Recording	Monthly			
A	Site Manager (Monday to Friday)	A	1		
	Security Guards				
	Supervisors	B	4		
	Security Guards				
	Security Officers	C	113		
	Security Guards				
	Kendal Accommodation (Sept 30, 2026) Contract ending Aug 31, 2026 not intending to extend/renew	C	8		
	Wilge Flats (Sept 30, 2026) Contract ending Aug 31, 2026 not intending to extend/renew	C	15		
	Coal Hopper	C	6		
	Crocodile gate	C	4		
	Murray & Roberts gate	C	6		
	CM	C	5		
B	TACTICAL RESPONSE TEAM				
	TRT (Operators)	B	14		
C	OHS				
	Safety Officer (Monday - Friday)	SO	1		
D	SECURITY SYSTEMS				
	IT Technicians (Monday - Friday)	IT	1		
	Drone Pilot	DP	4		
E	PATROL VEHICLES				
	4x2 Double Cab Patrol Vehicles (With Canopy) [9200+4800=14000kms/month]				
F	EQUIPMENT				
	PPE (Construction) : [1st Year is = 182 Personnel; 2nd year = 177] PPE is issued twice per year				
G	HOME-WORK-HOME TRANSPORT				
	14-Seater Minibus				
	Home-Work-Home Transport : [182 Personnel/month x12 Months; 2nd year = 177/month x12 Months]				
	Adhoc Resources: As and when required				
A	Security Officers	B	1		
	Security Guards	C	29		
B	PATROL VEHICLES				
	4x2 Double Cab Patrol Vehicles (With Canopy)		1		

Year 2 (12 months)

Item No	Description	Grade	Quantity	Rate	Amount
P&G	1 x Drone equipped with Night Vision capabilities, GPS tracking and weather-resistant capabilities for day & night operations + Data Recording	Monthly			
A	Site Manager (Monday to Friday)	A	1		
	Security Guards				
	Supervisors	B	4		
	Security Guards				
	Security Officers	C	121		
	Security Guards				
	Kendal Accommodation (Sept 30, 2026) Contract ending Aug 31, 2026 not intending to extend/renew	C	4		
	Wilge Flats (Sept 30, 2026) Contract ending Aug 31, 2026 not intending to extend/renew	C	8		
	Coal Hopper	C	6		
	Crocodile gate	C	2		
	Murray & Roberts gate	C	6		
	CM	C	5		
B	TACTICAL RESPONSE TEAM				
	TRT (Operators)	B	14		
C	OHS				
	Safety Officer (Monday - Friday)	SO	1		
D	SECURITY SYSTEMS				
	IT Technicians (Monday - Friday)	IT	1		
	Drone Pilot	DP	4		
E	PATROL VEHICLES				
	4x2 Double Cab Patrol Vehicles (With Canopy) [9200+4800=14000kms/month]				
F	EQUIPMENT				
	PPE (Construction) : [1st Year is = 182 Personnel; 2nd year = 177] PPE is issued twice per year				
G	HOME-WORK-HOME TRANSPORT				
	14-Seater Minibus				
	Home-Work-Home Transport : [182 Personnel/month x12 Months; 2nd year = 177/month x12 Months]				
	Adhoc Resources: As and when required				
A	Security Officers	B	1		
	Security Guards	C	29		
B	PATROL VEHICLES				
	4x2 Double Cab Patrol Vehicles (With Canopy)		1		

The total of the Prices

R

Please find Annexure A (BOQ) for the list of items to be priced.

Please take note that the price will be on the sliding scale as the number of resources will be reduced according to excel pricing schedule.

Part 3: Scope of Work

Document reference	Title	No of pages
C3.1	This cover page	01
	<i>Employer's Service Information</i>	29
	Total number of pages	29

C3.1: EMPLOYER’S SERVICE INFORMATION

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1. Introduction

Kusile Power Station in the Nkangala District of Mpumalanga is Eskom and South Africa's multibillion-rand strategic infrastructure project which falls under the Strategic Infrastructure Projects identified by the Presidential Infrastructure Coordinating Commission.

The Kusile Protective Services Department is responsible and accountable for the overall management of security and stability of the project as well as the management of emergency situations resultant from Contractor employees and Eskom employees protest actions. The department outsources the guarding, patrolling and security systems management component of the departmental output to a registered and accredited security service provider.

2. Supporting Clauses

2.1 Scope

This document outlines the provision of armed and unarmed physical security services at Kusile Power station, Kendal accommodation, Wilge offices and flats.

2.1.1 Purpose

1. The purpose of this document is to detail the security requirements that will enhance security and legislation compliance at Kusile Power Station, Kendal accommodation, Wilge offices and flats. The package scope will cover the contracting of a qualified contractor to deploy qualified and competent personnel and operate the 24-hour security control room.

2.1.2 Applicability

The document shall apply to all security contractors that will be rendering the service at Kusile Power Station, Kendal accommodation, Wilge offices and flats.

2.1.3 Effective date

This document shall be effective from the authorization date.

2.2 Normative/Informative References

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

2.2.1 Normative

ISO 9001 Quality Management Systems
240-128446346 Kusile Traffic Management Plan
240-134592885 EBI and Morpho Databases Specification
240- 134737929 EBI and Morpho Databases Data Capturing Work Instruction
240-154072555 Handling of Firearms and Ammunition in Shift Safe

2.2.2 Informative

32-1134 Eskom Physical Access Control Policy

32-37 Management of Substance Abuse in the Workplace

Control of Access to Public Premises and Vehicles Act, Act 53 of 1985

National Key Point Act, Act 102 of 1980

Criminal Procedure Act, Act 51 of 1977

Firearm Control Act, Act 60 of 2000

Private Security Industry Regulatory Authority Act, Act

2.3 Definitions

Term	Definition
Access control	This means the control of access/exit of authorised and unauthorised persons, vehicle, materials, tools and equipment to and from Kusile Power Station by means of checking and verifying of access card permit.
National Key Point	Is an area declared by the Minister of Police in terms of the National Key Point act 102 of 1980 due to its strategic importance to South Africa.
Alcohol Test	It's a process to test the level of alcohol in a person.
Card Management	Is the process of issuing, activating and deactivating of access cards.
Control Room	A room serving as a central space where the station/site is monitored and controlled from.
Non-National key point	Areas not declared as National Key Points
Legislation Act	Regulations that govern private security industry.
Grades	Level of security training as determined by PSIRA

2.3.1 Document Control

Controlled disclosure.

2.4 Abbreviations

A Abbreviation	B Explanation
CNKP	DNational Key Point
ESAPS	FSouth African Police Service
GSACAA	HSouth African Civil Aviation Authority
ISANDF	JSouth African National Defence Force
KID	LIdentity document
MPSIRA	NPrivate Security Industry Regulatory Authority
OSHEQ	PSafety, Health, Environment and Quality
QPLA	RProject Labour Agreement
SSSA	TSite Specific Agreement
UTRT	VTactical Response Team
WUIF	XUnemployment Insurance Fund
YCOID	ZCompensation for Occupational Injuries and Diseases
AASOPS	BBStandard Operation Procedures
CCTESETA	DDTransport Education Training Authority
EESASSETA	FFSafety and Security, Sector Education and Authority
GGFCA	HHFirearm Control Act
IIQCP	JJQuality Control Plan
KKSDL&I	LLSupplier Development Localisation and Industrialisation
MMSD	NNSecurity Department
OOCEO	PPChief Executive Officer
QQPSIRA	RRPrivate Security Industry Regulatory Authority
SSAbbreviation	TTEExplanation

2.5 Roles and Responsibilities

The Contractor shall provide trained and suitable qualified security officers, equipment including vehicles, security administration, and the management thereof.

The contractor shall also be obliged to ensure that the provision of security services is in line with current Eskom Standards and complies with other relevant legislative requirements including site specific requirements as and when required

The contractor provides a full range of security services as determined by the Employer's Representative at the employer's premises. The service includes access and loss control, crime prevention and reaction unit, control room, permit services, traffic control, supervisory and management services

The Service shall entail providing a security service to Kusile Power Station, Wilge offices and flats and Kendal accommodation which includes security personnel, vehicles, drone and necessary equipment to carry out the duties

2. 2.5.1 The Scope of Work is the Services.

The scope of work is Category C-24/7 all-inclusive physical security services, namely armed/unarmed static guarding and foot patrols, control room monitoring and armed vehicle response, and armed escorting and monitoring services combined to provide for the following:

1. Armed/unarmed Grade C security officers trained to protect NKP and non-NKP sites as applicable.
2. Armed Grade C security officers for vehicle patrols and escorts for Eskom employees/contractors/service providers deployed in high-risk areas or performing high risk tasks (as determined by the risk assessment)
3. Site monitoring (where no Eskom security control room is in operation)
4. 4-day 12-hour shift cycles including holidays and weekends or on as when basis for specific period.

2.5.2 Access Control (PSIRA Grade C, B & National Key Point (NKP) guards

Access control activities consist of the control and management of the movement of employees, visitors and contractors.

1. Access control of personnel by means of positive identification e.g. Eskom Id Card, SA ID, passport, drivers' licence and SAPS/ SANDF's appointments cards.
2. Searching of vehicles, employees, visitors, contractors, containers and bags etc.
3. Alcohol testing of all personnel for possibility of being under the influence, by use of breathalysers. Also carrying out random checks on the site when required.
4. Using metal detectors and mirrors to prevent personnel from removing items from the site or bring them onto site without authorisation.
5. Temperature scanning of all employees, visitors and contractors
6. Recording of visitors details electronically or manually
7. Visitors' confirmation process
8. Screening of persons and articles/parcels though the use of electronic equipment ensuring that prohibited items are not brought on site
9. Ensure that Safety Induction is conducted at Kusile
10. Declaration, recording and movement control of equipment and material
11. The service provider shall ensure that the gates (where applicable) are kept closed and locked at all times to prevent unauthorized entry.
12. The security service provider shall ensure that ONLY Eskom employees or contractors shall enter the assigned areas.
13. The service provider shall check/verify permits issued by Eskom Kusile Power Station before allowing people to enter site.
14. The service provider shall inspect any container/vehicle entering or exiting the site.
15. The service provider shall keep records/registers and make them available when required.
16. NB: Should there be any unauthorized property found in the possession of persons entering and exiting the mentioned areas, Eskom Security (Security Manager, Officer Investigation or Supervisor on duty) will be contacted for further investigation.

2.5.3 Static Guarding (PSIRA Grade C & NKP Guards)

The provision of static unarmed and armed trained guards to perform guarding duties at a National key point and Non-National key point at Kusile Power Station.

The contractor shall safeguard transformers and other critical Eskom assets within areas mentioned on the scope and report any suspicious activities or criminal activity within their vicinity to Eskom Security Supervisor on duty and Security Manager.

1. To guard the buildings.
2. To patrol the outside the building.
3. Keep records of employees/visitors and contractors accessing the building.
4. Control access and
5. Report any suspicious activities at the Kusile control room.

**3. 2.5.4 Security Patrol and Armed Response to Security breaches (PSIRA Grade C & NKP
4. Guards)**

1. Execution of crime prevention patrols and armed response at the perimeter fence, hotspot areas and outlying plant areas on foot and vehicles
2. Patrol and guard the Employer's premises by foot and or vehicle.
3. Checking Employer's vehicles, offices, cabins and stores are locked and report any breaches.
4. Inspect Security perimeter protection measures.
5. Report Security irregularities, suspicious activities persons.
6. Inspect vulnerable points (as per requirements)
7. Respond to all activated Security alarms
8. Respond to all Security and operational emergencies.
9. Perform armed response activities to substation, Cable tunnels, Stores, Conveyer belts, Eskom offices, Contractor offices, Unit 1 to 6 and the HV yard
10. The Eskom Security Manager or his delegate reserves the right to re-direct crime prevention activities in his area of responsibility
11. No deviation from the operational plan without the authorization of the Eskom Security Manager or his delegate will be permitted.

The contractor's duties are not limited to the above, but shall include any other

legal security activities that Eskom may introduce in order to enhance security at Kusile Power Station, in line with the services outlined here above and such activities shall be communicated to the contractor in writing.

2.5.5 Tactical Response Teams (PSIRA Grade B & NKP Guards)

Tactical Security Services will be required to respond to potential and emerging risks (public demonstration and labour unrest) on a continuous basis.

The nature of duties shall entail but not limited to the following:

1. Patrolling, monitoring, safeguarding of affected critical and vulnerable plant and other random proactive patrols in and around targeted areas
2. Monitor strike action areas

3. Safeguarding of critical/vulnerable assets
4. Immediate deployment to crime scenes
5. Intervention/reaction to any life-threatening situation at Kusile
6. Patrol cable tunnels, perimeter fence, conveyers and outlying buildings
7. Man, the South, M&R and GE gate used by contractors
8. Escort unruly personnel off site

2.5.6 Control Room (PSIRA Grade C NKP Guards)

5. The controls room needs to be always manned by a minimum of three people that are competent to communicate over the radio and telephone to customers and personnel.
6. Personnel manning this station need to be able to read the layout of the plant maps to direct staff and emergency units to a gridline. Staff manning this need to be conversant with English and can interpret other languages. They also need to be able to document all events as they occur.

2.5.7 Permit Office (Grade C NKP Guards)

Ensuring the application forms are complete with the attached medical and identity and proof of induction are attached.

Processing the information on the computer system and issuing the access card.

Returned access cards

1. All cards that are returned due to various reasons are to be deactivated on the system.
2. All cards are to be recorded on a data base.
3. The information needs to be sent to the vehicle permit clerk and finance staff for blocking.

Card Management

1. There will also be a need to block cards if Contractor's staffs are locked out and when the dispute is resolved to reactivate on the computer system.
2. Verify data on the system and update information when required.

2.5.8 Reception (Grade C NKP Guards)

1. Verify, identify, purpose of visit and appointment.
2. Compiling the visitors permit form information received on the application form that was submitted.
3. Process and issuing the visitors permit; ensure that the identity of the person collecting the permit is as per the request.
4. Ensure effective hosting and friendliness (Reception)
5. Ensure customer satisfaction by requesting feedback from employees and contractors

2.5.9 Security Officer (Grade B, C & NKP)

1. All Security officers must be registered with PSIRA at the required Grade.
2. Security officers must be in possession of their PSIRA and company I.D card at all times
3. Armed Security must be in possession of their competency certificate always issued by the SAPS.

4. Armed Security officers must always carry Firearm permits as per the Firearm control Act
5. Armed Security officers must have completed SASSETA training on the specific firearm they are expected to use
6. Armed security officers should have undergone Regulation 21 of Firearm Control Act 60 of 2000 training and continue to do so for at least once per year
7. Security officers will be expected to sign a declaration of Secrecy, before commencement of their duties in terms of this contract
8. Security officers may be subjected to a screening process
9. Security officers should not have been convicted of any criminal offence and should disclose all pending criminal prosecution against them. Non-disclosure of such will result in the officer's automatic removal from Eskom site or duties
10. Security officers should be able to read and write and express themselves well in English
11. Security officers may be required to undergo a polygraph test as and when required
12. Security officers expected to perform driving activities as part of their tasks should have undergone an Advance driver training at an accredited institution
13. Security officer will not be allowed to access IT networks registries, communication networks or any sensitive/zone areas even when responding to alarms
14. Security officers should be trained on Standard Operating Procedure (SOP's) relevant to Kusile or be made available for training by Eskom at no additional cost on any process or procedure necessary for them to do their duties. Proof of training must be kept on file and availed to Eskom on request
15. No security officers are to be deployed in terms of this contract, before undergoing necessary Eskom induction, training and assessments. Eskom reserve the right to remove such Officers that have not complied with this requirement from Kusile Power Station or duties as per this contract at the cost to the contractor.

2.5.10 Traffic Controllers (Grade C guards) trained in accordance with TESETA (Transport

Education Training Authority

1. Regulate traffic flow (peak hour point duties).
2. Regulate traffic flow at accident scenes on site if required.
3. Prevent defective vehicles from coming onto site.
4. Cordon off areas if required due to accidents, incidents, breakdowns or labour issues.
5. Carry out traffic law enforcement.
6. Report defective road signs/markings, potholes, spillage's etc. to the Employer's Representative.

2.5.11 Supervision (Grade B & NKP)

All deployed guards must be supervised by a PSIRA Grade B Supervisor. The supervisor must ensure that guards deployed at remote areas are assisted with transport to reach their posted area. Posting should be always done by the Supervisor (Self posting will not be permitted). All equipment must be tested during every shift change.

2.5.12 Site Security Contracts Manager (Grade A & NKP)

The Contractors Site Manager must ensure that the contractor's personnel co-operate fully to execute the services to the Employer's satisfaction, comply with the applicable standards, codes and instructions and to achieve specific agreed to objectives.

1. Report all incidents immediately as per applicable incident reporting procedures and submit a report per shift to the Service Manager. Stating:
2. Number of staff on duty for the shift. With copy of posting sheets and signatures of the staff.
3. All incidents that happened.
4. Safety and environmental observation carried out for the shift.
5. Report any unsafe conditions.
6. Report any environmental violations.
7. Number of people found to be under the influence.
8. Number of permits issued, per category.
9. Number of removals permits processed
10. Monthly reports

6.6 Process for Monitoring

Adherence to this document shall be monitored through access control work instruction and relevant security legislations, monitoring through audit processes

6.7 Related/Supporting Documents

- [1] 240- 124874842 Induction Booking Form
- [2] 240-132818936 Termination Application Form
- [3] 240-124872207 Application for individual Visitor Permit
- [4] 240-124871786 Application for Group Visitor Permit
- [5] 240-124872498 Authorization for the removal of equipment
- [6] 240-124874068 Application to use Camera
- [7] 240-124913036 Waste Removal Form
- [8] 240-124874978 Laptop Removal Permit Application

7.3. Document Content

8. 3.1 Security Requirements

All Security personnel deployed must be trained in terms of the various legislative requirements (PSIRA-Private Security Industry Regulatory Authority), National Key Point (NKP), Firearm Control Act (FCA). All Security personnel to comply with the continuation and refresher training in term of the National Key Point Act and Firearm Control Act. Specific training required by Eskom for compliance purposes, and which falls outside of the PSIRA or NKP stipulated training for security services shall be undertaken at Eskom's cost.

9. 3.1.1 Firearms

Firearm

1. Only Eskom approved firearms namely 9mm pistols, Rifles and Shotguns may be allowed for usage in terms of the contract. Revolvers are excluded for use as per contract.
2. Armed Security officers must have competency certificates for the specific firearm in possession thereof.
3. Security Company is responsible for providing firearms, ammunition, firearm safe registers as per Firearm Act.
4. Only company firearms licenced in the security service providers name may be utilised as per contract
5. The contractor must ensure provision of equipment/facilities for making firearms safe. A procedure to that effect, should also be in place
6. Each armed security officer must be provided with two full magazines

The Contractor must ensure that Security officer's private firearms are not utilised for their business purposes, in terms of this contract.

3.1.2 Communication

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

3.1.3 Contingency Plan

The Contractor must have contingency plans or service level agreement with other security companies in order for the following:

1. Own Strike/Labour unrest among staff
2. Shortage of Manpower due to e.g. absenteeism, sick leave annual leave
3. Equipment failure e.g. Vehicle breakdown and Communication system

3.1.4 Working Times

1. Working times as determined by PSIRA (Private Security Industry Regulatory Authority)
2. The security service is required 24 hours a day on a two-shift cycle i.e. 06:00 to 18:00 day shift and 18:00 to 06:00 night shift
3. Security Management team should not exceed 48 hours per week as prescribed by labour Act. The working hours for security management team start from 07:00am to 17:00pm daily.
4. A signed off reviewed list of Security officers deployed in terms of this contract must be provided daily.
5. The contractor is responsible to ensure that posting is in accordance with the required numbers before commencement of the shift.
6. Safe handling of firearms during shift change must be adhered to at all times. The contractor must ensure that a procedure is put in place to that effect

7. Safes must be provided by the contractor for the safe keeping of firearms not in use.
8. Security Officers will be required/ expected to do a pre-job/daily risk assessment and safety talks before commencement of every shift.
9. Please note that the relief shift, firearm and National key point allowance needs to be built into the pricing as Eskom will only be paying for the staff that is on duty.

3.1.5 Security Registers

1. The Security Service provider will be required to provide security registers e.g. Occurrence books, Visitors registers, after hours etc. where necessary.
2. Occurrence book to be completed correctly by Security officers and Supervisors listing all occurrences on site.
3. Visitors' registers to be completed daily and filed on site for future reference and pages must be numbered.
4. Contractor must ensure that registers are provided. Registers must remain bonded with no loose pages
5. Accurate records of all occurrences are to be kept for a minimum of 12 months post the occurrence and should be made readily available to Eskom at any time

3.1.6 Incident Reporting and Investigation

1. All incidents and response to incidents must be handled according to the relevant Standard Operational Procedures (SOPS) and/or work instruction for Kusile.
2. All incidents and response must be immediately reported to the control room.
3. SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities
4. Weekly status report is to be supplied by the service provider.
5. The contractor must ensure that all involved personnel are available for court proceedings, incident investigations and assist Eskom and the Saps in their investigations and when required.
6. All incidents (including incidents of the Occupational Health and Safety Act) should be reported within 24 hours and preliminary investigation report provided within 24 hours and final investigation report within 7 days.

3.1.7 Documentation

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

1. List of all potential security officers intended to be deployed at Kusile in terms of the contract
2. Certified ID copies and PSIRA certificates of all security officers
3. Certified copies of firearm competency certificate of the security officers
4. List of all firearms to be used and certified copies of the licenses.
5. Certified copies of SASSETA training certificates for all armed Security Officers
6. Certified copies of the company and Directors PSIRA registration certificates

7. Criminal check records as proof that the security officers have not been convicted of any criminal offence
8. Certified copies of advance driving course for all drivers
9. A list of all vehicles and maintenance records for vehicles to be used in terms of this contract.
10. Driver risk profile must be submitted for every driver as per this contract
11. Equipment list
12. Standard Operating Procedure to include the following but not limited to and should be approved by Eskom Security Manager:
 - a) Wearing of uniform standard
 - b) Communication procedure
 - c) Firearm handling procedure
 - d) Shift changes
 - e) Response plan

3.1.8 Safety Requirements

1. All vehicles utilized to transport staff must be fitted with SABS approved seatbelts
2. All security officers should receive safety induction before they can be deployed at Kusile
3. Safety recommendations following an incident shall be implemented by service provider to prevent reoccurrence as per allocated time frames.
4. Open fires, the use of bar heaters and hotplates are totally prohibited at Kusile, only security personnel are allowed to carry firearms.
5. Security Officers should observe the provision of the Criminal Procedure Act and all relevant legislation regarding the use of minimum force. Security Officers should at all times use the minimum force sufficient to bring the situation under control and such force shall cease as soon as the situation is brought under control. No deliberate assault on suspects will be condoned.

3.1.9 Salaries and Payment

The contractor shall pay security guards at least the minimum wage specified on the Sectoral Determination, of the Private Security Sector, South Africa. Register all security guards with the Department of Labour, UIF, COID and Provident Fund.

The contractor would continue to facilitate their staff payment even when there is a dispute that arises between the Contractor and the Employer. This is to avoid any potential of a strike and the disturbances to the Site stability.

3.1.10 Uniforms

Uniforms

1. The contractor must comply with legislative requirement (PSIRA regulation 13). Uniform items must be kept in clean, neat and good condition at all times.
1. Uniform must be functional in terms of the environment where security officers are posted

2. Bullet proof vests shall be worn as part of uniform by all security officers. For hygiene and safety reasons, each security officer must be issued with his/her own bullet proof vest.
3. PPE shall be worn by all security officers posted in the plant.

3.1.11 Manpower Requirements

First year (12 Months)

Year 1	Day shift	Night shift	Firearms per shift	Bullet proof vest
Site Manager Grade A Mon to Fri	01	0		178
Grade B Supervisors	2	2		
TRT	10	4	Shotgun 10	
Grade C	77	80	9mm 30	
Safety Officer Mon to Fri	01	0		
Drone Pilot	02	02		
Technicians Mon to Fri	01	0		
Home-work-home	182			
PPE	182			

Second year (12 Months)

Year 2	Day shift	Night shift	Firearms per shift	Bullet proof vest
Site Manager Grade A Mon to Fri	01	0		175
Grade B Supervisors	02	02		
TRT	10	4	Shotgun 10	
Grade C	76	76	9mm 30	
Safety Officer Mon to Fri	01	0		

Drone Pilot	02	02		
Technicians Mon to Fri	01	0		
Home-work-home	177			
PPE	177			

Patrol vehicles

4x 4.2 DC Bakkies and 1x Quantum for contract duration

Drone

Ad hoc Manpower Requirements: (As and when required)

Additional manpower requirements are required for activities outside the normal scope of work that has been approved for the provision of security services at Kusile Power Station. The duties include but not limited to the following ad hoc activities.

1. Escorting of employees and vehicles
2. Patrol and guard duties where Eskom Kusile is hosting a function.
3. Plant security resources in case of emergency e.g cable installation or suspected tampering.
4. Stores duties

24 months	Resources	Day and Night shift members	Firearms per shift	Bullet proof vest
Grade B	01	As per the client's request	As per the client's request	30
Grade C	29			
Home-work-home	01			
Vehicles 4x2 DC	01			

3.1.12 Home-work-Home Transport.

Due to the remoteness of the Project Site, the Contractor is required to provide suitable mass transportation facilities to and from the Kusile Power Station (and/or to and from other places, if any, as may be specified under the Contract as forming part of the Site) for Contractor's Personnel. The transport service providers appointed by the Contractor must incorporate the principles of localisation and empowerment of local business, local transport associations/industry, as determined by Eskom.

3.1.13 Security Equipment

All security officers' equipment/site requirements listed below shall be covered in the overhead fee and profit percentage payable to the supplier to ensure that the officers are fully equipped to perform their duties.

1. Baton
2. Pepper Spray
3. Torches per officer
4. Communication devices e.g. PPT (incl SMART PTT and iTALK devices), Two –way radios and or cell phone.
5. Handcuffs
6. Fire extinguishers for vehicles.
7. First aid kits
8. Real time guard monitoring devices/system and reporting capability
9. Access control services such as Breathalyzer testing and access control monitoring
10. Bullet proof vests (Level 111 Special SA Mix)
11. Security uniforms
12. Firearms (9mm pistols and 12 bore Shotguns)

12. 3.2. The Employer's Requirements

13. 3.2.1. General

The Employer's requirements in general are:

1. The Employer requires the Contractor to provide personnel with appropriate and suitable skills to perform the scope in accordance with this scope.
2. The Employer requires the Contractor to adhere to the applicable schedules.
3. The Employer requires the Contractor to attend kick-off, reviews and progress meetings.
4. Provisions must be made by the Contractor in the tender for replacement and replenishment of equipment to be supplied. Asset registers of such equipment shall be maintained by the contractor and shall be audited by Eskom from time to time.
5. The Contractor to adhere and support the SD and L to purchase local (Nkangala District) within limits regarding availability.
6. The Employer will provide access to the Contractor at a designated area determined by the Employer.
7. The Contractor maintains the Working Areas and appropriate access roads in a safe and workmanlike condition.
8. The Employer's safety officers inspect the Contractors' Working Areas and Facilities for compliance to Eskom standards.

14. 3.2.2. SHEQ Tender Deliverables

The tender shall provide the following:

- a. Provide a current copy of your Company Safety, Health & Environmental Policy (signed by Chief Executive Officer)
- b. Provide the name and CV of your Corporate (Head Office) Safety and Health Manager(s)
- c. Provide baseline Hazard Identification & Risk Assessment for works to be performed at the Kusile Power Station Project
- d. Provide SHEQ Plan for the Kusile Power Station Project (roles & responsibility, generic organogram, Curriculum Vitae and SHEQ appointments for Safety officer and E/O)
- e. Provide copies of the Company procedures for the following:
 1. Safety & Health Method Statement Methodology (in addition, provide a sample of method statement)
 2. Safety & Health Risk Assessments Methodology (in addition, provide a sample risk assessment)
 3. Medical Surveillance Procedure for Employees
 4. Incident Management Procedure
 5. General Safe Work Procedures (PPE, working at heights etc.)
 6. Emergency preparedness Plan
 7. Hygiene Monitoring Plan
 8. Equipment Inspections
 9. Hazardous Chemical Management Procedure
- f. Provide the following statistics for the last 3 years
 1. Fatal Accidents
 2. Lost Time Accidents **including occupational diseases
 3. Medical Treatment Injuries
 4. Hours worked
 5. Total Recordable Incident Rate (TRIR)
 6. Lost Time Incident Rate (LTIR)
- g. Indicate if the company or individuals employed by the company have been issued with a prohibition notice for failing to comply with Safety and Health Legislation from the Department of Labour within the past five years
- h. Provide a written drug free workplace program that includes drug & alcohol testing
- i. Provide letter of good standing (workers compensation) from workers compensation commission
- j. Provide a proposed SHERQ Management Plan
- k. Provide proof of ISO 14001, OHSAS 18001 and NOSA certification, if any

15. 3.2.3. First Aid Facilities

The Contractor provides and maintains first aid in the Working Areas. First Aid cases or on-job injuries to be reported to the Employer's Representative within one (1) hour of incident.

16. 3.3. Contractors' Management

3.3.1. The Contractor is responsible for:

1. Management and Supervision of all activities in execution of the contract
2. Management and Supervision access to the Working Areas and the Site.
3. Management of his activities on the Sites to ensure that no interference takes place between his work and that of the Employer and Subcontractors
4. Maintaining and promoting labour harmony on the Sites and the Working Areas and the working environment in general
5. Immediately reporting of any potential labour disharmony to the Employer's Representative.
6. Liaison with the Employer regarding utilities and facilities required for the supplier for site establishment
7. Liaison with the Employer regarding the location of waste disposal sites and rubbish dumps.
8. Providing of transport of material, equipment and staff to the site
9. Ensuring that the Contractor adheres to Quality Control Plan (QCP) requirements.
10. Transportation on and off Site

17.3.3.2. The Contractor's activities and duties are the following:

1. Update control base budget with accepted compensation events.
2. Report on all possible and accepted compensation events
3. Compile and manage compensation event/early warning registering.

18.3.3.3. Cost Management

The Contractor manages all costs and replacement values applicable to this Project in conjunction with the Employer's inputs. All changes or issues resulting in changes to the prices of the various outputs managed by the Contractor is discussed and agreed with the Employer prior to being implemented.

19.3.3.4. Risk Management

1. The Contractor ensures that all risks are managed to enable the successful execution of the project.
2. Any risk that occurs or develops during any phase of the project is brought to the Employer's attention in writing immediately or at the latest within 1 day. A risk register is kept for the duration of the project.
3. A general risk assessment to be conducted prior to starting with the work and at end of shift.

3.3.5. Quality Management

During execution of the contract no actions to provide the scope are implemented before the relevant quality control documentation is submitted and the Employer's acceptance of the procedures is given.

The Contractor compiles and submits copies of the Quality Management Plan and Quality Control Plan (QCP) which includes the necessary hold and witness points, for acceptance to the Employer. The Employer may use or modify the Contractor's existing QCP.

The Employer reserves the right to perform quality audits at any time during the execution of the scope.

20.3.4 Program and Planning

3.4.1 Reporting

The Contractor submits reports to the Employer.

Written reports as per milestone dates has been agreed between the Contractor and the Employer.

This contains the following information as a minimum:

1. Feedback on the programme and deliverables
2. Activities completed during current reporting period
3. Activities to be undertaken during next reporting period
4. Areas of concern, and appropriate mitigation actions.
5. Cost report, including amount expended to date, and an updated projection of expected expenditure.

21.3.4.2 Meeting

The Contractor attends daily, weekly & monthly progress meetings on Site, which will be arranged by the Employer, to exchange information and establish progress

22.3.4.3 Communication with the Employer

The Contractor should direct all communication to the Employer and/Employer's representative. The Sub-Contractor should direct all communication directly to the principal Contractor.

The Contractor will only accept instructions from the Employer and/Employer's representative.

23. 3.4.4 Invoicing and Payment

At each assessment interval, the Contractor submits to the Employer a forecast rate of invoicing that includes all the expected payments by the Employer to the Contractor as per activity schedule.

Invoices:

The invoices from the Contractor contain the following information:

1. Invoice must be addressed: Invoiceseskomlocal@eskom.co.za
2. Must read "Tax Invoice"
3. Contractor's VAT registration number
4. Employer's Vat registration Number is **4740101508**
5. Invoice Number
6. Invoice Date (not later than last day of month of assessment)
7. Purchase Order Number
8. Contractor Name and Address

9. Vat % to be indicated separately
10. Assessment to be attached to invoice with backup documents
11. Rate/Activity to be claimed in terms of contract Price List
12. Where retention/delay damages are applicable, need to be deducted before VAT
13. CPA need to refer back to Basic Invoice, together with calculations in accordance with contract
14. CPA needs to be claimed on a separate invoice
15. Where Contractor has claimed incorrectly, they have to cancel their invoice with a credit note referring to incorrect invoice and issue a new invoice.
16. Invoice to be delivered electronically not later than last day of month of assessment

24. 3.5 Supplier Development Localization and Industrialization (SDL&I) requirements

25.3.5.1 B-BBEE Recognition Level

The Contractor shall maintain and/or improve its B-BBEE Recognition Level for the duration of the contract.

26.3.5.2 Local Content

2. Local Production and Content (Designated Commodities)

3. The contractor shall maintain records relating to all designated commodities.

4.

5. Local Procurement Content

6. The overall scope is expected to be 100.

27. 3.5.3 Procurement

The contractor is obligated to subcontract at least 30% of the contract value to the following categories of suppliers:

1. EME or QSE entities at least 51% owned by Black People; and/or
2. EME or QSE entities at least 51% owned by Black Youth; and/or
3. EME or QSE entities at least 51% owned by Black Women; and/or
4. EME or QSE entities at least 51% owned by Black People with Disability; and/or
5. EME or QSE entities at least 51% owned by Black People who are military veterans.

The Contractor is further encouraged to utilize local to site suppliers when procuring items as much as possible.

The Contractor shall provide a detailed SDL&I implementation plan within 4 weeks post contract award.

28.3.5.4 Recruitment

The Contractor shall follow Kusile Project recruitment process, which will be made available post contract award

29.3.5.5 Skills development

The Contractor is required to provide the following skills, preferably for people in the Nkangala region:

Skill type	Obligation	In take	Output
Security Officers	12	PSIRA Certificate Level 2	PSIRA Certificate Level 3

30.3.5.6 SDL&I Reporting

The contractor shall submit a monthly report on SDL&I status as per the templates.

31.3.6 Key Performance Areas

The Contractor will be measured in the following Key Performance Areas (but not limited to):

No	KEY PERFORMANCE AREAS
1	Compliance
2	Housekeeping
3	Operations/ Productivity
4	Health & Safety
5	Customer Satisfaction
6	Turnover
7	Training & vetting records
8	Meetings & Attendance
9	Adherence to meetings/resolutions & tasks
10	Negligence /Omissions

32.3.7 Staffing and Associated Penalties

3.7.1. Overfills

Overfills occur when the service provider supplies too many individuals or individuals for longer periods than required, or at a higher level than defined by the schedule mutually agreed upon during the term of the contract. Eskom will only pay for the services requested as per the Task Instruction.

3.7.2. Shortfills

Shortfills occurs when the service provider supplies unqualified personnel. Eskom reserves the right to refuse contractors personnel whom it deems not to be qualified. No payment will be due to the service provider in the event of a shortage of personnel.

3.7.3. Shortfalls

Shortfalls occur when the required services are not supplied at any post on the work site. Eskom will only pay for time worked. If a security officer arrives late for work or leaves early for any reason, the period of absence will not be paid unless the contractor fills the vacancies so created. Moreover, the absence of a security officer at a designated post without a replacement constitutes a shortfall for a portion of the shift.

3.7.4. Double Postings

Whenever it becomes necessary to assign or reassign an individual to a post for the first time, the contractor shall arrange, at its expense, to have the new individual “double bank” with an experienced employee for at least a period of two (2) days before having the inexperienced individual take over any post on his or her own. The contractor will bear the associated expense for the double postings.

3.7.5. Turnover

Turnover is the number of security personnel hired to replace those leaving or dropped from the contractor’s workforce. The turnover rate will be expressed in terms of actual number of hired replacements. Turnover will be calculated on an annual basis and a turnover rate in excess of the established rate will be considered unacceptable and may lead to penalties being imposed against the company. The acceptable turnover rate is thirty percent (30%) or less of total number of personnel assigned to Eskom.

3.7.6. Length of Daily Assignment

No security person will be allowed to work more than **12 consecutive hours**. Only Eskom can declare an emergency and authorise the service provider to hold their security personnel beyond the 12-hour requirement. Nor shall any security officer report for duty with **less** than 12 hours rest from having worked a previous shift, unless such reporting is necessitated by an emergency.

3.7.7. Subcontracting and Assignments

The contract shall not be assigned or subcontracted in whole or in part, by the contractor without prior approval from Eskom. Any attempted assignment or subcontracting hereunder without the prior written consent of Eskom shall be void.

List of offences and the required interventions

Item	Deficiency	1 st offence	2 nd offence	3 rd offence	Comments
1	Guards not posted on duty as agreed, i.e. short posting	One shift payment deducted Written notification of non-performanc	Written notification of non-compliance or termination of the contract (depending on the sensitivity of the site)	Termination of contract agreement	Depending on the severity of the case, a contract may be terminated even if it is a first offence. Apart from any warnings or fines, the Contractor must rectify the

		e or non-conformance to the signed contract	Eskom Security and Project Manager must call for a meeting with the security contractor owners.		deficiency within one hour of notification.
2	Guards intoxicated or under the influence of liquor / drugs	Contractor must replace security guard Guard(s) shift cost	Replacing guard + written notification of non-compliance Eskom Security and Project Manager must call for a meeting with the security contractor owners.	Contractor must remove the guard and replace him / her (that guard must never be used on an Eskom site again) + letter of non-performance.	If this practice continues, the contract must be terminated.
3	Refusal to comply with lawful instructions	Contractor must remove the security guard immediately and replace him / her within two hours	Contractor must remove the security guard immediately and replace him / her within two hours. A non-performance letter must be issued to the company. Eskom Security and Project Manager must call for a meeting with the security contractor owners.	Contractor must remove the guard and replace him / her (that guard must never be used on an Eskom site again).	If this practice continues, the contract must be terminated.
4	Sleeping on duty / deserting the post / negligence in the performance of his / her duties.	Sleeping on duty – removing the guard from the site and deduction of shift payment. Deserting post – deduction of shift Neglecting duties – guards must be	Contractor must remove the guard from the site. Shift payment deducted + letter of non-performance Eskom Security and Project Manager must call for a meeting with the security contractor owners.	Contractor must remove the guard and replace him / her (that guard must never be used on an Eskom site again)	If this practice continues, the contract must be terminated.

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3.7.8. Unmanned Aerial Surveillance Operations

Legal and Regulatory Compliance

All drone operations must comply with:

1. South African Civil Aviation Authority (SACAA) regulations.
2. Remote Pilot License (RPL) requirements for all operators.
3. Aircraft registration and operational certificates.
4. Third-party liability insurance (minimum R2 million coverage).
5. Visual Line of Sight (VLOS) operational parameters.
6. Restricted airspace compliance (military installations, schools, public areas).
7. Flight altitude restrictions (maximum as per SACAA guidelines).

a) Drone Specifications and Requirements

1. Maximum weight: 7kg (unless special permits obtained).
2. Night vision capabilities (thermal and infrared technology).
3. High-definition recording capabilities.
4. GPS tracking and flight logging systems.
5. Weather-resistant operational capability.
6. Minimum 2-hour continuous flight time.
7. Real-time video transmission to control room

b) Operational Parameters

1. Coverage Areas (5 – 10km) radius from Kusile Power Station):
2. Complete power station infrastructure.
3. Ash Dam and substations.
4. Perimeter fencing and access points.

c) Operational Schedule

1. Night operations: 8-10 hours maximum flight time.
2. Day operations: 1-8 hours as required.
3. Emergency callout services available 24/7.
4. Mandatory rest periods for equipment and operators.

d) Pilot Qualifications and Requirements

1. Valid SACAA Remote Operator Certificate.
2. Clean criminal record with disclosure requirements.
3. English language proficiency.
4. Secrecy declaration agreement.
5. Security screening clearance.
6. Site-specific SOP training.

7. Eskom safety induction completion.