



NEC3 Term Service Contract (TSC3)

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

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

for **The provision of a security service at Koeberg
Nuclear Power Station**

Contents:	No of pages
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CONTRACT No. [Insert at award stage]



- Non plant/No PQE input
2026-10-13

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

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 a security service at Koeberg Nuclear Power Station

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 or C	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**

(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

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

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
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (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
10.1	The <i>Service Manager</i> is (name):	Mr Ivano Haupt

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

Address	Eskom Holdings SOC Ltd Koeberg Nuclear Power Station R27 Off West Coast Road Melkbosstrand South Africa	
Tel	+27 21 550 5742	
e-mail	Haupti@eskom.co.za	
11.2(2)	The Affected Property is	Koeberg Nuclear Power Station
11.2(13)	The <i>service</i> is	The provision of a security services at Koeberg Nuclear Power Station
11.2(14)	The following matters will be included in the Risk Register	• Matters notified under early warning procedure • Matters that arise from risk reduction meetings • Any other relevant matter at the Parties' discretion
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
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	3 days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Not applicable
3	Time	
30.1	The <i>starting date</i> is.	1 February 2027
30.1	The <i>service period</i> is	5 (five) years
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 1 st and last day of each month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days following receipt of a valid tax 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 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

(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 *mutatis mutandis* 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.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Any additional risks (if any) to be identified and recorded in the risk register during contract execution.
9	Termination	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.
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	Not applicable
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	Cape Town, 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 base date is one month before tender closing.
	The proportions used to calculate the Price Adjustment Factor are:	The prices offered are in Rand and are fixed and firm for sixteen (16) months from the base date.
		Thereafter, rates and prices for each security grading will be subjected to one (1) annual adjustment in accordance with SEIFSA Table C6 – Labour Wage Indices (Private Security Sector).
		All other rates and prices:
		The prices offered are in Rand and are fixed and firm for sixteen (16) months from the base date.
		Thereafter, 15% of the rates will remain fixed and 85% will be subjected to one (1) annual adjustment in accordance with Stats SA Table B1 – CPI Headline.
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	Section 21 of the Service Information/Scope of Work
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 as described in the applicable Insurance Policy available on request.
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 • 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 • 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	12 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	Not applicable
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [●] to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[●] months
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.

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,

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 certificate.

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	<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.

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

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 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 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.

Z15 Vetting of Security Service Provider

- Z15.1 Acceptance of this agreement is subject to the condition that both the contracting firm and its personnel providing the service must be security cleared by the appropriate authorities (Eskom Vetting Fieldwork Unit & State Security Agency). Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal *Contractor* appoints a *Sub-Contractor*, the same provisions and measures will apply to the *Sub-Contractor*.
- Z15.2 Acceptance of the agreement is also subject to the condition that the *Contractor* will implement all such security measures as the safe performance of the contract may require.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

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: Job	

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

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	R

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>	[•]

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 • 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*

Item nr	Description	Unit	Expected Quantity	Rate	Price
BASELINE SERVICE REQUIREMENTS					
1	Site Representative – Grade A	Daily rate p/p			
2	Administrative Assistant – Grade C	Daily rate p/p			
3	Supervisor - Grade B (Dayshift)	Daily rate p/p			
4	Supervisor - Grade B (Nightshift)	Daily rate p/p			
5	Static/Patrol - Grade C (Dayshift)	Daily rate p/p			
6	Static/Patrol - Grade C (Nightshift)	Daily rate p/p			
7	Armed Response – Grade C (Dayshift)	Daily rate p/p			
8	Armed Response – Grade C (nightshift)	Daily rate p/p			
9	Armed Response Vehicle (4x4)	km			
ADHOC SERVICE REQUIREMENTS (AS AND WHEN REQUIRED)					
10	TRT Supervisor – Grade B (dayshift)	Daily rate p/p			
11	TRT Supervisor - Grade B (nightshift)	Daily rate p/p			
12	TRT - Grade C (dayshift)	Daily rate p/p			
13	TRT - Grade C (nightshift)	Daily rate p/p			
14	Armoured Vehicle	DAY			
15	Static (Outages) – Grade C (dayshift)	Daily rate p/p			
16	Static (Outages) – Grade C (Nightshift)	Daily rate p/p			
17	K9 Handlers – Grade C (Dayshift)	Daily rate p/p			
18	K9 Handlers – Grade C (Nightshift)	Daily rate p/p			
19	Registered Dog (K9) Narcotic	Daily rate p/dog			
20	Registered Dog (K9) Explosives	Daily rate p/dog			
21	Mobile Camera	Day			
22	Aerial surveillance (Drone)	Day			
23	Body Cameras	Day			
24	Rental of mobile ablution unit (with flush function)	Day			

23	Rental of 3x3m mobile security hut	Day			
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The total of the Prices

Notes:

1. All the above prices exclude VAT.
2. The above hourly rates will be per individual and will include all costs to provide the service as defined in the Scope. (i.e. administrative costs, overheads, PSIRA Act determination wages, allowances, medical assessments, drug tests, criminal check, BCEA, etc.). **(NO OTHER COST NOT INCLUDED IN THE QUOTED PRICE CAN BE ADDED ON THE INVOICE AFTER SERVICE DELIVERY).**
3. Assessment will only be performed on a monthly basis and will be for the actual days worked per security officer (late arrivals, overfills, short falls, double postings etc, will not be paid for). **Refer to Section 26 - Low Services Damages Table in the Service Information for a detailed list of penalties.**
4. The rates and prices will be escalated in accordance with Secondary Option X1 – Price Adjustment for Inflation. No other price adjustments shall be allowed under this contract.
5. All work under the contract will be carried out by Task Order, as and when the *Employer* requires it, in its sole discretion.
6. No quantities are guaranteed.
7. The practice of no work no pay shall apply at all times.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's</i> Service Information	
C3.2	<i>Contractor's</i> Service Information	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

Description of the service

1. Executive overview

Koeberg Nuclear Power Station (hereafter referred to as Koeberg) is regulated by the National Key Point Act and other applicable Legislatives in terms of safeguarding and protecting of its assets, employees, information, systems, processes, stakeholders and interests.

Koeberg is located 30 km's north of Cape Town next to the town of Melkbosstrand. Koeberg is Eskom's only nuclear power plant and is the only nuclear plant on the continent of Africa. The plant has two reactors and is extremely important to the economy of the Country.

The station utilises contract physical security services to supplement the existing security inhouse resources for the protection of both the NKP (Protected Area - PA) and Non NKP (Owner Controlled Area – OCA, Limited Access Area - LAA) areas as well as temporary project sites, i.e. ATKSS. It is therefore essential for Koeberg security to provide the scope of work that will prescribe the requirements of procuring the security services. In addition, the station must ensure that the contracted security service providers meet the contractual agreements, compliance requirements, training, and performance standards required by incorporating the principles of Outcome Based Contracts (OBCs) for physical security services into practice. The emphasis is on increasing the efficacy of security, incorporating technologically advanced solutions, and stimulating innovation while guaranteeing cost effectiveness and value for money. The technology that will be deployed on site will be Technology as a Service (TAS).

2. Interpretation and terminology

2.1 Normative/Informative References

The Parties to this agreement shall apply the most recent edition of the documents listed in the following paragraphs.

2.1.1 Normative

- [1] 32-1034: Eskom Procurement Policy
- [2] 2-727: Safety, Health, Environment and Quality (SHEQ) Policy
- [3] ISO 9001 Quality Management Systems
- [4] ISO 18788: 2015 Management System for Private Security Operations
- [5] Occupational Health and Safety Act 85 of 1993
- [6] Prevention of Organised Crime Act 121 of 1998
- [7] Protected Disclosures Act 26 of 2000
- [8] The Promotion of Access to Information Act 2 of 2000
- [9] Critical Infrastructure Protection Act 8 of 2019
- [10] National Key Points Act and Regulations, Act 102 of 1980
- [11] National Key Points Directive, CS/OPS/NSP/P/329/1/B
- [12] National Nuclear Regulatory Act 47 of 1999
- [13] The Criminal Procedure Act 51 of 1977
- [14] Firearms Control Act 60 of 2000
- [15] National Strategic Intelligence Act 39 of 1994
- [16] Eskom's Procurement and Supply Chain Management Policy 32-1033
- [17] Private Security Industry Regulation Act and Regulations, Act 56 of 2001
- [18] Private Security Industry Levies Act 23 of 2000
- [19] Eskom's Procurement and Supply Chain Management Procedure 32-1034
- [20] Integrated Risk Management Policy 32-86
- [21] Safety, Health, Environment and Quality (SHEQ) Policy 32-727
- [22] Eskom Incident Management Procedure 32-95
- [23] Eskom Delegation of Authority Policy 240-62072907
- [24] Employment Equity Act 55 of 1998

- [25] The Eskom Code of Ethics 32-527
- [26] Security Service Provider Code of Conduct (PSIRA)
- [27] PFMA Reporting Procedure 2 32-92
- [28] Protection of Personal Information Act 4 of 2013 (POPIA)
- [29] Animal Act 7 Of 1991.
- [30] Performing Animal Protection Amendment Act (Act 4 of 2016).
- [31] National Nuclear Regulatory Act 47 of 1999
- [32] Eskom Framework for physical security guarding services.
- [33] Implementation of Eskom Outcome Based Contracts Security Tender
- [34] Security Vetting Policy 32-0122M
- [35] Contractor Access Control Standard 32-0126M
- [36] 32-86: Integrated Risk Management Policy
- [37] 32-84: Security Risk Management Policy
- [38] 32-139: The Control of Eskom Firearms and Ammunition
- [39] 32-95: Safety, Health, and Environmental Incident Management Procedure
- [40] 23-727: Safety, Health, Environment, and Quality Policy
- [41] 32-144: Safekeeping of Private Firearms and Ammunition
- [42] 32-1138: Handling and Safe Practices for Private Firearms and Ammunition on Eskom Premises
- [43] 32-1300 Process Control Manual for Access Control in Eskom.
- [44] 335-67 Fitness for Duty Requirements for the Nuclear Operating Unit
- [45] 335-68 Fitness for Duty Process for Staff who are required to Perform Work at the Nuclear Operating Unit

2.1.2 Informative

- [46] Act 31 of 2002, The Immigration Act
- [47] Act 6 of 1959, The Trespass Act
- [48] Act 140 of 1992, The Drugs Act
- [49] Act 71 of 1968, Dangerous Weapons Act
- [50] Control of Access to Public Premises and Vehicles Act, No. 53, 1985
- [51] Protection of Constitutional Democracy against Terrorists and Relative Activities, Act 33 of 2004
- [52] Constitution of the Republic of South Africa, 1996
- [53] Public Finance Management Act 1 of 1999
- [54] Protection of Information Act 84 of 1982
- [55] Prevention and Combating of Corrupt Activities Act 12 of 2004
- [56] Labour Relations Act 66 of 1995
- [57] Basic Conditions of Employment Act 75 of 1997
- [58] Basic Conditions of Employment Act 75 of 1997: Sectoral Determination 6: Private Security Sector

2.2 Definitions

Definition	Explanation
Asset	Anything that has tangible or intangible value to the organisation.
Competence	Ability to apply knowledge and skills to achieve intended results.
Security Vetting	Also referred to as security screening is the prescribed and systematic process of investigation (vetting investigation) followed in determining a person's security competence. Security vetting can be done pre- or post-employment.
K9 services	K9 services The security services utilising canine dogs and dog handlers to perform protection to persons, assets, buildings and other installations.
Contract	means an agreement between two or more parties, one being Eskom, with the intention of creating rights and obligations with legal consequences or effect, as amended from time to time.
Incident	Event with consequences which have the capacity to

Definition	Explanation
	cause loss of life, harm to assets, physical security breach, loss of assets, or negatively affect human rights and/or the fundamental freedoms of internal or external stakeholders, or any event that poses a threat to the security of an organizations assets.
Non-compliance	Means the non-fulfilment of applicable legislative, regulatory, or organisational requirement such as Eskom's approved security policies, standards, directives, procedures, work instructions, and standard operating procedures.
Non-performance	Means a non-fulfilment of applicable performance standards and Eskom's approved security policy standards, directives, procedures, work instructions, and standard operating procedures.
Private Security service provider	An entity or organisation which conducts or contracts security operations and whose business activity includes the provision of security services, either on its own behalf or on behalf of another such entity or organisation.
OBC Contract	An Outcome Based Contract is a type of agreement where the payment and evaluation are tied to the achievement of specific, measurable results rather than just the completion of the task or delivery of service
Guarding Service	The deployment of trained security personnel to protect people, assets, infrastructure and operations from security threats, unauthorised access, theft, vandalism, and other risk.
Surveillance System	Is an integrated network of hardware and software designed to continuously monitor, record, and analyse activities within specified area. It typically incorporates devices such as cameras, sensors, and sometimes advanced analytical tools, all coordinated to provide real-time situational awareness.
Control Centre	Where alarms and CCTV footage are monitored and needed response/s initiated from. The alarms and CCTV footage can be aggregated to a national security control centre that can initiate requisite actions from a national perspective.
Integrated Access Control System	It is an electronic system that aims to collaborate and align efforts across the logical and physical security domains to standardise access control within Eskom.
Radiation Worker	A person trained by Eskom to perform duties within a radiation-controlled zone and who might be exposed to ionizing radiation during the performance of his duties

2.3 Abbreviations

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
SSP	Security Service Provider
NKP	National Key Point
FFD	Fitness for Duty
OHS	Occupational Health and Safety
FCA	Firearms Control Act
SAPS	South African Police Services
PPE	Personal Protective Equipment
PSIRA	Private Security Industry Regulation Authority
SOW	Scope of Work
SASSETA	Safety and Security Sector Education Training Authority
SHEQ	Safety, Hygiene, Environmental and Quality
NKP	National Key Point
PSIRA	Private Security Industry Regulatory Act
OCA	Owner Controlled Area
CCTV	Closed Circuit Television
COIDA	Compensation for Occupational Injuries and Disease Act
Gx	Generation
IAC	Integrated Access Control System
KPI	Key Performance Indicator
LAA	Limited Access Area
NNR	National Nuclear Regulator
OBC	Outcome-Based Contract
PA	Protected Area
PAPAA	Professional Association of Proprietary Agencies and Authorities
PSIM	Physical Security Information Management Systems
PSIRA	Private Security Industry Regulation Act
ROI	Return On Investment
SSP	Security Solutions Physical
SACAA	South African Civil Aviation Authority
TRT	Tactical Response Team

3. Employer's requirements for the service

The scope of work will cover the provision of security services at Koeberg Nuclear Power Station and surrounding areas (ATKSS – Atlantis Koeberg Transmission Secondary Supply) for 24hrs from 06:00 -18:00 (morning shift) 18:00-06:00 (night shift), 7 days a week for the period of 60 months on a task order basis.

The areas will include the NKP (PA – Protected Area), non-NKP (OCA – Owner Controlled Area, Limited Access Area) and ATKSS.

Furthermore, the scope for security services to include, but shall not be limited to the following categories of services:

- a) Category A includes Access Control, Patrols, Static Guarding and Armed Response
- b) Category B includes Ad hoc security services, Tactical Response and K9 (Canine).

CATEGORY A

This Service is for guarding, access control and patrol (vehicle and foot patrols) and armed response duties from 06:00-18:00 (morning shift) 18:00-06:00 (night shift), seven 7 days a week for a period of 60 months on a task order basis.

3.1 The following are the minimum staff compliment requirements for the Contractor at Koeberg.

Dayshift (06:00 – 18:00) (Monday to Sunday)	
Deployment number	Competency
02 x Supervisors	PSIRA Grade B, NKP trained & registered
04 x Armed Response Officers	PSIRA Grade C, NKP trained & registered
30 x Security Guards	PSIRA Grade C, NKP trained & registered
Night shift (18:00 – 06:00) (Monday to Sunday)	
02 x Supervisors	PSIRA Grade B, NKP trained & registered
04 x Armed Response Officers	PSIRA Grade C, NKP trained & registered
30 x Security Guards	PSIRA Grade C, NKP trained & registered

- A minimum of 10 x female security officers per shift
- A minimum of 6 x Radiation Workers per shift (training will done internally by Eskom Koeberg)
- A minimum of 8 x Security Officers with driver's licenses per shift.

Further, the Contractor shall provide Koeberg with the following additional resources:

Dayshift (06:00 – 18:00) (Monday to Friday)	
Deployment number	Competency
01 x Site Supervisor	PSIRA Grade A, NKP trained & registered
01 x Admin Support	PSIRA Grade C, NKP trained & registered, SHE REP, SAMTRAC, HIRA and Legal Liability

3.2 Minimum requirements for the contractor/ service provider at ATKSS

Dayshift (06:00 – 18:00) (Monday to Sunday)	
Deployment number	Competency
01 x Supervisors	PSIRA Grade B, NKP trained & registered
02 x Armed Response Officers	PSIRA Grade C, NKP trained & registered
05 x Security Guards	PSIRA Grade C, NKP trained & registered
Night shift (18:00 – 06:00) (Monday to Sunday)	
01 x Supervisors	PSIRA Grade B, NKP trained & registered
02 x Armed Response Officers	PSIRA Grade C, NKP trained & registered
07 x Security Guards	PSIRA Grade C, NKP trained & registered

Dayshift (06:00 – 18:00) (Monday to Friday)	
Deployment number	Competency
01 x Site Supervisor	PSIRA Grade A, NKP trained & registered

- All security staff shall comply with, PSIRA, NKP and Firearm Act (firearm competent) requirements.
- Two 4x4 security patrol/response vehicles installed with communication system, tracking system and strobe light per vehicle for Koeberg. Response vehicle 4x4 (must meet the requirements of Eskom Safety Vehicle Specifications, Policy 32-345).
- One 4x4 security patrol/response vehicles installed with communication system, tracking system and strobe light per vehicle for ATKSS. Response vehicle 4x4 (must meet the requirements of Eskom Safety Vehicle Specifications, Policy 32-345).

NB: All security officers' equipment /site requirements listed below shall form part the overhead fee and profit percentage as per the PSIRA Sectoral Determination Guideline to ensure that the officers are fully equipped to perform their duties.

- Pocketbook and Pen
- Batons
- Pepper Sprays and neutralizers
- Torches (including batteries)
- Handcuffs
- Fire extinguishers for their vehicles
- Panic buttons

- First aid kits
- Bullet proof vests (Level III Special SA Mix)
- Security uniforms in compliance with the PSIRA Act (i.e. badges, nametags), must include good quality rain gear and umbrellas
- Personal protective equipment (PPE) must include hardhat (3-chin strap), safety shoes, safety glasses, ear protection (>105dB), reflective jackets/vests
- Microwaves, kettles, fridges and heaters per post (oil heaters only)
- Computers/laptops and printer for administrative staff (with access to internet and e-mail)
- Operational Firearms (15 x 9mm pistols (no revolvers allowed) and 5 x semi automatic rifles) (ammunition requirements – two full magazines per firearm)
- Firearm Holster with a retaining device or lanyard attached to the person and firearm.

NB!!! The manpower requirements, as depicted above, are a basic indication of what Koeberg and ATKSS may require. These numbers may change from time to time, depending on operational requirements, and the *Contractor* may be requested to increase/reduce the numbers.

4. RESPONSIBILITIES OF THE SERVICE PROVIDER

The *Contractor* shall, for the duration of the contract, provide Koeberg with the following:

- (a) Ensure full compliance to PSIRA, NKP, NNR Acts, Fire Arm Act and Eskom policies and procedures.
- (b) The supplier are to provide NKP trained Armed Grade C security officers to protect the NKP and non-NKP sites.
- (c) All Security officers must be registered with PSIRA at grade “C”, Supervisors be registered at grade B and Site Supervisor to be registered at Grade A.
- (d) All security officers must be in possession of their PSIRA and company I.D card at all times.
- (e) NKP trained armed security officers must have undergone Regulation 21 training and continue to do so for at least twice a year and the training records to be available on site.
- (f) Detailed plan for the provision of NKP continuation training and other training as required by the contract and all applicable legislation.
- (g) List of all operational equipment as mentioned in section 3 of this document.
- (h) Detailed plan to supply additional manpower in case of emergencies and special projects at Koeberg.
- (i) Detailed contingency plan for the provision of officers during unforeseen circumstances. ie security transport vehicle in accident, security officers on strike and sick leave management.
- (j) The service provider will be responsible to refund/reimburse all damages to Koeberg equipment resulting from its assignees negligence.
- (k) List of responsible individuals for the control and registry of the service provider’s firearms during shift handovers.
- (l) Detailed list of firearms and ammunition required and appropriate magazines.
- (m) NKP trained armed security officers must possess valid firearm competency certificates (issued by SAPS) for business purposes and carry it at all times.
- (n) NKP trained armed security officers must always carry Firearm Daily Permits in terms of the Firearm Control Act.
- (o) NKP trained armed security officers must have completed SASSETA training (Handling and use for business purpose) on 9mm and semi-automatic rifles as approved by Eskom. Revolvers are specifically excluded for usage.
- (p) Technical maintenance certificates must be available for all issued firearms on inception and annually.
- (q) The *Contractor* is responsible for providing firearms, ammunition, and registers as per Firearm Act.

- (r) Only company firearms licensed in the security service providers name shall be utilised as per this contract.
- (s) The *Contractor* must ensure provision of equipment/facilities for making firearms safe. A procedure to that effect, should also be in place.
- (t) The *Contractor* must provide its own firearm safe for temporal storage. The safe must comply with SABS standards.
- (u) The *Contractor* must ensure that Security officer's private firearms are not utilised for their business purposes, in terms of this contract.
- (v) At least 4 of the security officers on each shift must be in possession of a valid Code 08 driver's license and Eskom driver's permit.
- (w) At least 6 of the security officers on each shift must be trained radiation workers.
- (x) Results of Criminal clearance (background checks), from AFIS accredited service providers are required before any access to site can be granted, the screen result must not be older than 3 months. The criminal screen shall be repeated every 12 months.
- (y) Security officers may be required to undergo a polygraph test as and when required to confirm or refute any gross negligence in line with the performance of their duties.
- (z) Detailed plan of home-work-home transport for its employees.

5. GENERAL REQUIREMENTS FOR SECURITY PERSONNEL

5.1 The following general requirements apply:

- (a) At all times Security Officers must present an acceptable image and appearance, which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink while attending to third parties or the public.
- (b) The Supervisors and Security Officers must at all times present a professional attitude. A professional attitude approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them.
- (c) The Supervisors and Security Officers must be physically healthy and medically fit for the execution of their duties, as stipulated in paragraph 1.1.7, KSA-115 and the FFD procedure.
- (d) All NKP officers must be in position of a valid NKP training certificate. (NKP officers only).
- (e) Koeberg retains the right to ascertain from PSIRA and NKP Secretariat as to whether the management and Security Officers are in good standing with PSIRA and NKP.
- (f) Have Grade 12 (Matric) qualification and the ability to read and write English.
- (g) Be PSIRA registered, i.e. Grade B and C, and must be in possession of and display/wear their PSIRA and company ID card at all times.
- (h) Must be firearm competent and in possession of a SAPS Firearm Competency Certificate issued for business purposes and carry it at all times.
- (i) Results of Criminal clearance (background checks), from AFIS accredited service providers are required before any access to site can be granted, the screen result must not be older than 3 months. The criminal screen shall be repeated every 12 months.
- (j) Security officers may be required to undergo a polygraph test as and when required to confirm or refute any gross negligence in line with the performance of their duties.
- (k) Security Officers must be sober at all times and will be subject to alcohol screening and testing procedures in line with Eskom's Lifesaving rules.
- (l) Security officers must not be younger than 18 years of age.
- (m) The Security Officers supplied to render the service must have had (2) two years security experience.
- (n) Driver's all vehicles must have a valid public driver's license.

- (o) NKP trained armed security officers must possess valid firearm competency certificates (issued by SAPS) for business purposes and carry it at all times.
- (p) NKP trained armed security officers must always carry Firearm Daily Permits in terms of the Firearm Control Act.
- (q) NKP trained armed security officers must have completed SASSETA training (Handling and use for business purpose) on semi-automatic rifle and handgun. **Revolvers are specifically excluded for usage.**
- (r) NKP trained armed security officers must have undergone Regulation 21 training and continue to do so for at least once per year and the training records to be available on site.
- (s) Each armed security officer must be provided with two full (ammunition) magazines.

THE FOLLOWING DUTIES SHALL BE PERFORMED BY THE GRADE C SECURITY OFFICERS DEPLOYED AT KOEBERG:

5.1.1 Access control duties

Access control activities consist of the control and management of the movement of assets, goods/ equipment, employees, visitors and contractors entering Koeberg Nuclear Power Station.

Positive identification at access control point:

- Eskom Employee and contractors to be identified positively by means of valid Eskom Koeberg issued permit.
- Visitor to be identified positively by means of valid SA ID, passport or driver's licence.
- Visitor confirmation process must be adhered to before access is granted.
- Ensure that Visitor's Safety Induction is conducted before access is granted.
- Visitors must be escorted or accompanied by a host.
- Declaration, recording and movement control of equipment and material.
- Screening of persons and articles/parcels using electronic equipment ensuring prohibited items are not brought on site.
- Conducting thorough searching to all persons coming in and/or leaving site.
- Searching of vehicles, employees, visitors, contractors, containers and bags etc.
- Alcohol testing of all personnel for possibility of being under the influence, by use of breathalyser's. Also carrying out random checks on the site when required.
- Using metal detectors and mirrors to prevent personnel from removing items from the site or bring them onto site without authorisation.
- The service provider shall ensure that the gates (where applicable) are kept closed and locked at all times to prevent unauthorized entry.
- The security service provider shall ensure that ONLY authorised Eskom employees and contractors shall enter the assigned areas.
- All security guards must familiarise themselves with the site-specific procedures on access control including identification of persons entering and the searching of vehicles.

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) shall be contacted for further investigation.

5.1.2 Static guarding duties

The provision of static armed guards (as per KAA-777) to perform guarding and patrol duties at NKP (PA) and Non-NKP (OCA), including areas within the nuclear plant (controlled zones).

- The Contractor shall safeguard 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 or Security Manager.
- The specific plant areas where the resources shall be deployed and shall focus on are outlined as stated below, this might change during the deployment period as certain risks become known or evolve.
- To guard the buildings and patrol the outside of the buildings.
- Keep records of employees/visitors and contractors accessing the buildings/ areas.

- Report any suspicious activities to the Koeberg Nuclear Power Station security control room.

5.2 Armed Response and Patrol Duties.

4 x 4 vehicles to be used for Armed Response duties must meet the requirements of Eskom Safety Vehicle Specifications, Policy 32-345). The service must be delivered on a 24-hour basis, 7 days a week. Site vehicle patrols maximum of 200 kilometers per vehicle per day to be covered during patrols of that area.

- Armed Response/ Vehicle patrol officers Grade C with Armed response Training and shall be physically and mentally fit to perform the nature of duties.
- Armed Response / Vehicle patrol officers must have completed SASSETA business purpose training on the specific firearms they are expected to use (handgun/semi-automatic rifle).
- Armed Response / Vehicle patrol officers must possess valid firearm competency certificates for business purposes issued by SAPS and should have undergone Regulation 21 training for the contracting period for the starting year & annually thereafter. Proof of training will be required before commencement of the duties.
- Armed Response team will be deployed in key strategic areas determined by changing risks and/ or business requirements officially communicated by the Security Manager. This will include response and investigation of +- 105 Public Notification Sirens which are located within a 16 km radius of KNPS.
- Both foot and vehicle patrols teams, shall provide a real time guard monitoring or guard patrol capability.
- The Contractor and the system shall be capable of generating monthly reports, in line with service delivery.
- Patrolling, monitoring, safeguarding of affected critical and vulnerable plant and other random proactive patrols in and around targeted areas and shall focus on detecting, deflecting and defending against act of criminality such as plant tempering, vandalism, unauthorized access, unauthorized removal of assets and equipment, bypassing security measures, security breaches, security incidents.
- Visiting and patrolling of Eskom sites at irregular intervals and not in a specific sequence, to detect the presence of unauthorized person/s, suspicious activities or occurrences that may endanger personnel or critical infrastructure.
- Armed Response/ vehicle patrol officers must respond with urgency to security breaches, perimeter control, containment and command and other serious incidents that threaten safety and security.
- Security officers expected to perform driving activities as part of their tasks should have undergone driver's training at an accredited institution and have a valid driver's licence. This should include 4x4 driving training (the cost will be for the service provider).
- Patrol and inspect the Employer's premises namely offices, stores, buildings whether they are kept closed and locked and report any breaches.
- Inspect physical security perimeter (inner and outer) as well as the inner energised fence for breaches / intrusion / damage.
- While doing vehicle patrol along the perimeter fence, inspect the patrol route and all other areas that requires attention.
- Respond to all security and operational emergencies and report any incidents/findings.
- Report defects / damages on all security systems & lighting observed.
- A plant orientation will be conducted once the induction and access authorization processes have been completed.
- The Eskom Security Manager or his delegate reserve the right to re-direct crime prevention activities in his area of responsibility. No deviation from the operational plan without the authorization of the Eskom Security Manager or his delegate will be permitted.

5.3 THE FOLLOWING DUTIES SHALL BE PERFORMED BY THE GRADE B SECURITY OFFICERS DEPLOYED AT KOEBERG:

Supervision By The NKP Trained Grade "B" Supervisor

- The Supervisor must be knowledgeable about the conditions and the scope of work contained in this contract and be capable of rendering the service.
- All deployed guards must be supervised by a PSIRA Grade B supervisor. The supervisors must ensure that guards deployed at remote sites or areas with transport challenges are assisted to reach the sites.
- Standard Operating procedures / work instructions to be drafted for manned / deployed areas & communicated to on duty personnel for adherence.
- The posting of guards is required to be done by the Supervisor at all posts (the practice of "self-posting" is not permitted). All equipment must be tested during each shift change.

- Inspection of the Occurrence Book daily (postings to be acknowledged and specified in the OB for each posting site and, to be logged in detail), and escalating OB risks to the Eskom Security Manager.
- Submissions of shift posting sheets and patrol reports to Eskom Security Manager.
- To submit vehicle log /check sheet as per the site requirements.
- Update guards with new communication/other risks on daily requirement/posting.
- The Employer may, having stated reasons, instruct the Contractor to remove a Key Person.
- Monitor all contract security guards and report all their needs to the Site Supervisor.
- Provide vehicle tracking reports on a weekly basis to correlate patrols conducted.
- The Contractor may not replace any of the Key Persons, without prior written notice to the Contract Manager/Security Manager.
- Control Room Operator duties
- Base radio Control Duties
- Firearm Control Officer Duties
- Shift leader duties

Site Security Supervisor Duties

- The Contractor's Site Supervisor 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.
- All deployed guards must be supervised by a duly assigned and delegated minimum PSIRA Grade B Supervisor per shift.
- The Supervisors must ensure that security personnel reach the site and paraded 15 minutes before reporting on and off duty.
- The posting of security personnel 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 every shift change, and all defective or unserviceable equipment must be replaced immediately.
- Plan to patrol of other vulnerable/ hot spots areas and critical infrastructure as indicated by the Koeberg Security Operations Procedure.
- Submit the updated personal file for all security personnel weekly/ Legislative Compliance.
- Submit monthly time sheets, monthly safety stats, vehicle trips, Incident investigation to the Service Manager/ Security Manager.
- Conduct monthly meetings with supervisors/security guards and provide feedback to the Project Manager/ Security Manager.
- Keep the security guards file update in term of compliance/Audit by PSIRA, NKP, Eskom and SAPS. In addition, submit the action close out plan to the Security Manager.
- Submit copies of signed PSIRA Code of Conduct of all Security Officers deployed at sites.
- Arrange training/refresher as per the requirement.
- Keep records of medical fitness.
- Report all incidents immediately as per applicable incident reporting procedures and submit a report to the Security Manager.
- The contractor may not replace any of the key persons, without prior written notice to the Project Manager/Security Manager.

5.4 THE FOLLOWING MINIMUM REQUIREMENTS AND DUTIES SHALL BE APPLICABLE TO THE GRADE A SITE REPRESENTATIVE DEPLOYED AT KOEBERG:

- Must be PSIRA Grade A and have at least a Grade 12 qualification.
- Must have a valid NKP training certificate.
- Must at least have three (3) years' experience managing an NKP site.
- Contractor liaison on site dealing with all aspects of the contract.
- Ensure the shift compliment is satisfied.
- Ensure that shift times are adhered to, including shift handover times.
- Ensure that all personnel are fully equipped and in good state of health when reporting for duty.
- Management and control of all the contractor's firearms and ammunition dedicated to Koeberg.
- Management and maintenance of the contingency plans.
- Attend to security officers' human resources, finance matters.
- Address operational grievances with Eskom supervisors.
- Ensure that reliable home-work-home transport is available and on time for all shifts.
- Address complaints raised by security management.

- Regular interfaces with Security Management with respect to operational contractual issues as well as service provider staff performance.
- The Contractor's Site Representatives 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.
- All deployed guards must be supervised by a duly assigned and delegated minimum PSIRA Grade B Supervisor per shift.
- The Representative must ensure that security personnel reach the site and paraded 15 minutes before reporting on and off duty.
- The posting of security personnel is required to be done by the Representative at all sites (the practice of "self-posting" is not permitted).
- All equipment must be tested during every shift change, and all defective or unserviceable equipment must be replaced immediately.
- Plan patrolling of other vulnerable/ hot spots areas and critical infrastructure as indicated by the Koeberg Security Operations Procedure.
- Submit the updated personal file for all security personnel weekly/ Legislative Compliance.
- Submit monthly time sheets, monthly safety stats, vehicle trips, Incident investigation to the Contract Manager/ Security Manager.
- Conduct monthly meetings with supervisors/security guards and provide feedback to the Contract Manager/ Security Manager.
- Keep the security guards file updated in term of compliance/Audit by PSIRA, NKP, Eskom and SAPS. In addition, submit the action close out plan to the Security Manager.
- Submit copies of signed PSIRA Code of Conduct of all Security Officers deployed at sites.
- Arrange training/refresher as per the requirement.
- Keep records of Medical fitness.
- Report all incidents immediately as per applicable incident reporting procedures and submit a report to the Security Manager.
- The contractor may not replace any of the key persons, without prior written notice to the Project Manager/Security Manager.

5.4 THE FOLLOWING MINIMUM REQUIREMENTS AND DUTIES SHALL BE APPLICABLE TO THE ADMINISTRATIVE ASSISTANT AND SHE REP DEPLOYED AT KOEBERG:

An Admin Clerk shall:

- have Grade 12;
- PSIRA Grade C – NKP trained and registered
- have a minimum of 3 years' experience;
- be computer literate;
- have sufficient knowledge of office administration;
- be able to interface with workers/site manager and contract manager regarding issues and concerns related to administrate all payroll activities and issues that may arise;
- be able to administer the Employer's fitness for duty database.
- Keep a complete record of employees attendance on site.
- General duties
- Responsible to ensure compliance to the OH&SA act requirements (attend contractor safety forums, perform Safety Supervisory duties for the company etc).
- Responsible for the appointment of Safety Representative Officers and First Aiders.
- Compile and maintain onsite SHE Representative file.

5.5 AD-HOC SECURITY-RELATED SERVICES REQUIRED WHICH MAY BE REQUESTED FOR A SPECIFIC TASK AND ANY PERIOD AND AT ANY GIVEN TIME WHICH INCLUDES:

- Tactical/Armed Response X 20 Grade C and 2 x supervisor Grade "B" (10x Day and 1x supervisor Grade B, 10x Night and 1x supervisor Grade B)
- Static guarding (Outages) x 20 Grade "C", NKP trained (10 x day; 10 x night)
- K9's & Handlers (Narcotic and explosive) (2 x day; 2 x night)
- Aerial Surveillance (2 x day; 2 x night)
- Body Cameras
- Mobile Cameras X 02
- Drones (2 x Day, 2 x Night)

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

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

NB!!! The manpower requirements, as depicted above, are a basic indication of what Koeberg may require. These numbers may change, depending on operational requirements, and the Contractor may be requested to provide more or less.

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

- A Shift Supervisor Grade B minimum with TRT Training and NKP Trained and registered
- TRT security officers Grade C with TRT Training and NKP Trained and registered
- TRT armoured vehicle
- Grade C armed TRT officers shall be physically and mentally fit to perform the nature of duties as detailed in site specific scope of works, determined by changing risks and/ or business requirements.
- TRT security officers shall have training and expertise in the use of specialized tactical equipment for crowd control.
- TRT officers must respond with urgency to security breaches, perimeter control, containment and command and other serious incidents that threaten the safety and security of the NKP and Non NKP.
- TRT officers must have completed SASSETA business purpose training on the specific firearms they are expected to use (handgun, rifle, shotgun).
- TRT officers must possess valid firearm competency certificates for business purposes issued by SAPS and should have undergone Regulation 21 training for the contracting period for the starting year & annually thereafter. Proof of training will be required before commencement of the duties.

The Service provider must ensure that all the employees or work force have the relevant tactical Response and Special Operation uniform or gear.

5.5.2 Specification for K9's & Handler services (Narcotic & Explosive) (as and when required service):

- The K9 services and functions shall encompass interdependent tasks with elements and concepts which include to assess, monitor, detect, respond, inspect and restrain.
- A Security Service Provider who supplies K9 and Handlers must fully comply and adhere to the specifications & requirements as per the PAPA Act.
- K9's & Handlers must be trained, accredited and undergo continuous refresher training for the duration of the required services.
- The Service Provider must have a valid license issued to them according to the Performing Animal Protection Act 24 of 1935 and amendments of 2016 by the Dept of Forestry, Fisheries and Environment.
- The Service Provider must have records of State Veterinarian visits to the site confirming compliance to the requirements of PAPA Act, for licensing conditions.
- The Service provider must be registered with PSIRA as authorized to use K9's for security services.
- The Service provider must be registered with GSR NKP SAPS K9 Office to provide service at a National Key Point area. Registration of K9 & Handlers with the Government Security Regulator K9 section will be compulsory.
- The Service provider must keep and make available vaccination, parasite control records, feeding registers, working (shift), rest period & illness registers as per the requirements of the PAPA Act.
- Service provider shall only provide fully trained, competent, accredited K9 handlers, PSIRA registration certificates must be indicative of such,
- All K9 Handlers must be registered with PSIRA and possess a minimum of Grade C registration valid certificate. Dog Handlers must always be in possession of their PSIRA and company Identity card when on duty.
- A K9 handler (security officer working with a dog must have been trained at a PSIRA and SASSETA accredited K9 training centre. He/she must be in possession of a certificate issued by PSIRA, stating the level of competency for substances including explosive and narcotic detection.
- The Dog Handlers must be physically and mentally fit for the job. Physical medical evaluation reports to be submitted to the Employer before commencement of contract at the cost of the Security Service provider.

- Dog Handlers must be able to read and write English.
- Should the K9's be housed on site, all requirements regarding their housing & wellness be looked after by an appointed Kennel caretaker.

5.5.3 Aerial Surveillance Operations (Narcotic & Explosive) (as and when required service):

Legal and Regulatory Compliance

All drone operations must comply with:

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

i. Drone Specifications and Requirements

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

ii. Operational Parameters

- Coverage Areas (15 – 20 km radius from Koeberg Power Station):
- Complete power station infrastructure.
- Perimeter fencing and access points.
- Owner Controlled Area, including the Nature Reserve Area

iii. Operational Schedule

- As and when required.

iv. Pilot Qualifications and Requirements

- Valid SACAA Remote Operator Certificate.
- Clean criminal record with disclosure requirements.
- English language proficiency.
- Secrecy declaration agreement.
- Security screening clearance.
- Site-specific SOP training.
- Eskom safety induction completion.

5.5.4 Mobile Cameras

- The company will be required to provide mobile surveillance cameras as per the Price List as and when required as per the identified security threat condition. A 12-to-48- hour notice to the Security service provider will be given to ensure availability of security surveillance system. Requests be made by the duly appointed Service Manager. Solar Generator Trolley mobile cameras: the service provider should supply as and when required the high performance, portable power solution designed mobile cameras equipped with powerful solar panels. With a robust and weatherproof design built to withstand tough condition and provide dependable power when needed.

5.5.5 Body cameras

- Body cameras (HD Video Recording, water resistance and dust resistance body cameras with docking system) supplied by contractor to each on duty security officer to be carried on their person for the duration of shift duties as per assigned access control, static guarding, patrol & alarm response duties. These cameras must always be 100% functional & available. Cameras & docking stations must have video

download integration through software (DEMS) to securely transfer and manage the data. Must be linked to the Koeberg Security ACP1 control room

6. Shift Relief/ Hand Over Procedure

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

- A Security guard shall not leave his/her post of duty unless his/her relief has arrived.
- The Security guard will not leave his/her post of duty until the delegated Eskom employee or security supervisor has arrived and is satisfied that all is in order.
- The security guard taking over must satisfy himself/herself that all is in order before accepting full responsibility.
- He/she must check that any equipment, torches, two-way radios, telephones, firearms, etc. are on hand and in operational order.
- He/she must also ensure that all required registers are up to date and on hand. Should there be any keys on hand, these must also be checked.
- The security guard taking over duty must make an appropriate entry in the OB thereby verifying that all is in order at shift take-over. Any shortcomings must be reported to the security supervisor and Eskom Security Operation Officer. It must also be recorded in the OB.
- The Security guard going off duty must stay and witness the security guard taking over. He/she must make an entry in the OB stating his/her name and that he/she has handed over duty and full responsibilities to the new guard, stating his/her name. He/she must also state everything is in order and all equipment used is operational.
- The new relief Security guard must make an OB entry confirming that duty and responsibility have been taken over. He/she must also confirm that everything is in order and all equipment is on hand and operational.

7. Incident Management

- All incidents and response to incidents must be handled according to the relevant Koeberg Security SOP and/or work instructions.
- All incidents and response must be immediately reported to the Eskom control room.
- The SAPS must be contacted immediately only for criminal or suspected ongoing criminal activities.
- Weekly status reports are to be supplied by the contractor.
- The Contractor to ensure that all involved personnel are available for relevant court proceedings, incident investigations and assist Eskom and the SAPS in their investigations as and when required.

All SHEQ incidents should be reported before end of shift. Preliminary Investigation must be conducted within 07 days and the final incident investigation report must be provided within 10 days from the date of occurrence.

8. Documentation

The following documentation to be supplied by the security service provider.

- Proof of company registration with SAPS to render the service at the National Key Point area (Koeberg Nuclear Power Station specific).
- Proof that the supplier is registered as a training facility or have access to PSIRA, NKP and SASSETA registered training facilities and shooting range (as per NKP standard).
- Provide Company PSIRA registration Certificate
- Proof that Company's officers are registered with Department of Labour: UIF, COID and Provident fund.
- List of all employed security officers to be deployed on Eskom sites in terms of this contract.
- Criminal background check certificates for each security officer intend to be brought to site.
- Certified ID copies, PSIRA certificates of security personnel employed for the contract.
- Certified copies of Grade 12 (Matric) certificates
- Psychological Assessment (Contract security officers shall undergo a psychological assessment prior to employment which declares the officer fit to perform security duties, including the handle and use of firearms. Ad-hoc assessments will take place should a situation requires it. The cost for psychological assessments will be carried by the service provider)
- Medical Fitness Certificate (individuals shall pass a medical assessment to verify that they have no physical weaknesses or abnormalities that could adversely affect them.
 - Medical Assessment will include a drug test.

- Medical assessments shall be administered by a licensed health professional
- Certified copies of valid firearm competency certificates of the security officers.
- List of all company's firearms to be used and certified copies of the licenses issued by SAPS.
- Certified copies of all Security officers' SAPS firearm competency certificates.
- Certified copies of SASSETA training certificates for all armed Security officers.
- Certified copies of the company and Directors PSIRA registrations certificates.
- Certified copies of Advance driving course, for all drivers.
- Certified copies of K9 Handlers training certificates for all handlers.
- A list of all vehicles, license & maintenance records for vehicles to be used as per this contract.
- Driver risk profiles must be submitted for every driver as per this Service provider.
- A compressive site risk assessment report for all areas.
- 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:
 - Incident response, management and reporting
 - Staff member postings (how staff will get to site and back home)
 - Wearing of uniform standard.
 - Communication procedure.
 - Firearm handling procedure.
 - Medical emergency procedure
 - Shift changes.
 - Response process.

9. Electronic Security Registers

The service provider to propose a suitable electronic register to transition from traditional paper-based to digitalized register at Koeberg. The system must ensure that records are retained for a minimum of 12 months, are readily retrievable for inspection and available to Eskom any time.

Register / Document	Traditional Paper Requirement	Electronic Register Equivalent	Key Features / Controls
Posting Sheets	Printed duty rosters for guard posting	Digital duty roster (accessible on mobile or PC)	Real-time updates, role assignments, shift reminders, exportable reports
Patrol Reports	Handwritten patrol notes	Mobile patrol logging app (QR, NFC, GPS checkpoints)	Auto time-stamp, proof of presence, exception alerts
Firearm Handover / Takeover Register	Signed handover logbook	Digital firearm management system	Weapon ID scan, officer ID, supervisor e-signature, audit trail
Firearm Permits	Paper permits issued & filed	Electronic firearm permit system	Digital storage of permits, searchable by officer/serial number
Firearm Discharge Register	Manual log after discharge	Incident reporting module	Incident capture with notes, photo/video evidence, automatic report submission
Weekly / Monthly Inspection Registers	Signed inspection sheets	Digital inspection checklists	Auto reminders, photo evidence upload, compliance tracking
Monthly Safety Inspection Register	Manual monthly entries	Safety audit form in system	Checklist-driven, digital signatures, dashboard compliance %
Pocket Book	Guard's personal notebook	Guard app digital pocketbook	Notes, incidents, photos, all timestamped & stored centrally

Inspection Reports (Weekly & Monthly)	Written reports filed	Auto-generated digital reports	Exportable to PDF/Excel, trend analytics
Safe Key Report	Manual safe key issue/return	Digital key management log	Records issue/return times, user PIN/biometric, alerts for overdue returns
Firearm Daily Permit Issuing Register	Daily paper permits	Daily digital permits	Easy tracking by officer, date, firearm ID
Ad Hoc K9 Services (PAPA)	Manual entry when dogs deployed	Digital K9 deployment log	Tracks handler, dog ID, task, time on/off, PAPA compliance
Occurrence Book (OB)	Bonded OB with shift logs, patrols, incidents	Electronic Occurrence Book	Shift sign-in/out, patrol logging, incident recording, supervisor visits (e-signed), tamper-proof audit trail

10. Safety Requirements

- All vehicles utilized to transport staff, must be fitted with SABS approved seatbelts.
- The Service provider is responsible to ensure that the security officers deployed at Ad-hoc sites have access to a shelter, water, ablution and sanitation.
- All Security officers should receive a safety induction before they can be deployed on Eskom sites.
- Safety recommendations following an incident shall be implemented by all Security Service providers to prevent further reoccurrences at any of the Eskom site, as per allocated timeframes. Open fires, the use of bar heaters and hotplates as heaters at Eskom sites, is totally prohibited.
- Security officers should observe the provisions of the Criminal procedure Act and all relevant legislation regarding the use of minimum force. Security officers should at all-time use minimum force sufficient to bring the situation under control and such force shall cease as soon as the situation is brought under control. No deliberate assault on suspects will be condoned.

11. EQUIPMENT TO BE SUPPLIED BY CONTRACTOR

11.1 General

- (a) Full uniform (as per Eskom's requirement – navy blue combat uniform) (must include good quality raingear and umbrellas). Uniform must reflect company logo and PSIRA ID card.
- (b) Uniform issue must include baton, handcuffs, pen, pocket book, flashlight, torches (including batteries), pepper spray.
- (c) Personal protective equipment (PPE) must include hardhat (3-chin strap), safety shoes, safety glasses, ear protection (85 - 105dB), reflective jackets/vests and bulletproof vests (with plates).
- (d) Firearms, firearm control registers, inventory checklists and ammunition (semi-automatic rifle and pistol):
 - 7 x pistols
 - 3 x semi-automatic rifles
- (e) Firearm permits.
- (f) Certified copies of firearm licenses must be displayed inside safe.
- (g) Reliable home-work-home transport for contract personnel (in relation to Eskom's safety standards, no personnel may be transported in the back of bakkies. All vehicles (including kombi's and busses) must have a safety belt for each person).
- (h) Computer (with access to internet and e-mail) and printer.
- (i) Registers, Occurrence Books and all other documentation needed for the day to day performance of duties.

11.2 Technical Equipment Requirements

The requirements are designed to ensure operational reliability, compliance with Eskom standards, and integration with the broader security infrastructure, including the Physical Security Information Management

(PSIM) system. All equipment shall be fit for purpose, compatible with existing systems, and capable of sustained performance under site-specific environmental conditions.

The service provider shall be responsible for the maintenance, servicing, upgrading existing security and where necessary, the design, supply, and commissioning of their own systems at Koeberg Power Station. This shall include:

11.2.1 Panic buttons

- Panic Button shall be provided on each site where security officers are deployed to enable a quick response to any emergency. Panic buttons must be linked to the Koeberg Security ACP1 control room.

11.2.2 Guard patrol monitoring system

- Service provider to provide guard monitoring system to monitor guards patrolling routine and frequency. The system must be installed as per scoped areas & monitored in the Eskom security control room. The system must be 100% functional & available at all times & capable to generate a report to be submitted to the Security Manager on a weekly basis.

12. Salaries And Payment

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

13. Uniforms

- Sufficient quantity of navy-blue combat gear uniforms to be provided to each security officer. The Service provider must comply with legislative requirement (PSIRA Regulation 13).
- Uniform items must be kept in clean, neat and good condition at all times.
- Uniform must be functional in terms of the environment where security staff are deployed.
- Bullet proof vests shall be worn as part of uniform by all security officers. For obvious hygiene and safety reasons, each security officer must be issued with his/her own bullet proof vest.
- All Security guards shall dress in full uniform when on duty and no private clothes will be permitted to be worn with their uniforms.
- Reflective vests (bibs) will be worn with the uniform when required.
- The supplier shall ensure that security guards are provided and wearing Level 111 protection body armour vest with uniform at all times.
- The supplier shall provide correct PPE to the security guards (firearms prescribed by Eskom, torches, panic buttons, handheld radios, rain suits, safety boots and hardhats prescribed by Eskom).

14. Reporting and Communication

- The Contractor will be required to establish a control room within a 1-hour response time/100 km radius from the Koeberg site. The control room should be operational on a 24-hour basis.
- The Contractor must ensure suitable continuous communication between the operational control room and their deployed staff. Either one or more of the following mediums of communications shall be provided as per user requirements:
 - Hand held radios;
 - Satellite radio,
 - Contracted cell phones,
 - Base radios (compulsory in all vehicles)
 - Push to talk (PTT) system (The radios should be able cover the long range sites/areas).
- Deployed security personnel shall remain in constant reach and communication with the Eskom security control room, Supervisors, Security manager.
- Situational reports and a complete operational report - Daily briefings and debriefings on location (issuing of tasks).

- A communication platform will be established by the Security Service provider with the Supervisor / Operations managers and Eskom designated security personnel (to be stipulated).
- Supervisors to provide weekly status report which will reflect the following:
 - Daily postings
 - Vehicle information and Kilometres driven per day
 - Equipment checklist
 - Site firearm / ammunition register
 - Incident register (arrests, recoveries)
 - Occurrence register entries of note.

15. Management Meetings

Regular meetings of a general nature may be convened to discuss

- Risk register and compensation of events
- Overall contract operational activities
- Site Representative to attend monthly security training, safety and operational meetings.
- Site Representative to attend Contractor Safety Forum.

Meetings of a special nature may be convened at times and locations that suit the parties. Records of these meetings are to be kept by the Contract Manager. All other meetings will be recorded using minutes or a register prepared and circulated by the person who convened the meeting.

16. Business Continuity management & Contingency Plans

- The service provider must have plans in place for the following:
 - Internal Strike/Labour disputes / unrest amongst own staff.
 - Shortage of Manpower due to e.g. absenteeism, sick leave annual leave.
 - Equipment Failure e.g. Vehicle & equipment failure / breakdown
 - Communication system.
 - Internal grievance procedures.
- Shall have contingency plans in place to react immediately to any emergency request with regards to vehicle breakdowns and vehicle accidents to ensure continuity of security functions.
- Shortage of Manpower due to e.g. absenteeism, sick leave annual leave; protests.

NOTE: No gathering / protest / unrest will be allowed at the NKP for the duration of the contract, penalties will be imposed should this materialize.

17. Segregation of roles

- The Eskom In-house and contract security teams will be responsible for the day to day security functions and operations at the Power station.
- The Private security team shall remain under the control of the appointed Manager / Supervisor during the tour of duty.
- The responsible Eskom Security Manager shall exercise overall command of the Security resources on site.

18. Pre- deployment provisions

PRE-EMPLOYMENT REQUIREMENTS FOR SECURITY OFFICERS AT KOEBERG

The service provider will submit files two weeks in advance to Koeberg Security Management with appropriate documents/proof of the following, for each security member that will be employed for rendering the service to Koeberg (no security member will be allowed to work on site unless these requirements are met):

- (a) Results of criminal record screening
- (b) The security personnel shall undergo a vetting process commensurate with the applicable job requirements.
- (c) Certified Copy of Grade 12 certificate
- (d) Certified Copy of valid PSIRA Grade C certificate and PSIRA permit (ID card)
- (e) Certified Copy of NKP appointment certificate/registration forms
- (f) Certified Copy of valid SAPS firearm competency certificate
- (g) Certified Copy of Valid driver's license.
- (h) Certified copy of RSA Identity document
- (i) Successful completion of the Fitness for Duty (FFD) requirements (bar-code forms)
- (j) **Medical Fitness Certificate**
 - Individuals shall pass a medical assessment to verify that they have no physical weaknesses or abnormalities that could adversely affect the performance of assigned security duties.
 - The medical assessment shall be designed to measure an individual's physical work capacity to perform assigned security duties. It shall also be designed to verify the requirements for the Physical Fitness Qualifications.
 - Medical Assessment will include a drug test.
 - Medical assessments shall be administered by a licensed health professional
- (k) **Psychological Assessment**
 - The security officers shall undergo a psychological assessment prior to employment which declares the officer fit to perform security duties, including the handle and use of firearms. Ad-hoc assessments will take place should a situation requires it. The cost for psychological assessments will be carried by the service provider.
- (l) **NKP Training**
 - Individuals will be required to successfully complete initial training before qualification and assignment to Koeberg
 - Only registered training establishments, recognised by the NKP Secretariat shall conduct initial training for the security personnel

Koeberg will conduct the following assessments prior to a security officer's deployment. Security officers who do not meet the requirements as set out below shall not be deployed on site. Officers that have been deployed on site previously will have a month grace period to re-qualify.

- (a) PIT (Plant Induction Training) Training (as part of FFD process)
- (b) **Physical Fitness Assessment (as per KSA-115 requirements)**
 - Individuals shall pass a physical fitness test to verify that their physical fitness condition is adequate for security duties.
 - The test is designed to measure the individual's ability to perform functions within specific time limits under conditions, which involve stress, physical exertion, and exposure to the elements as they pertain to assigned security duties.
 - The individual shall perform the test subsequent to a medical assessment as prescribed above, and to a determination and written certification by a licensed physician that there are no medical conditions that hampers participation.
 - Physical Fitness Standard – Attachment A. A minimum physical fitness qualification of 70% must be sustained.
- (c) **Firearm Assessments (as per KSA-115 requirements)**

Individuals will be assessed in the following:

- Initial firearm training (pass mark - 80%)
- Eskom shooting exercise/Regulation 21 (pass mark-80%)
(shooting standard – KSA-115)
- (d) Eskom's driver evaluation (only where applicable) (service provider to fund)

Re-qualifications (as per station and KSA-115 requirements)

- i. Psychological Assessments – every two years (service provider's responsibility)
- ii. NKP Continuation Training – 40 hours classroom training per year (service provider's responsibility)
- iii. Medical Assessments – annually (service provider's responsibility)
- iv. Physical Fitness Assessments – 6 monthly (Eskom will do the assessments)
- v. Radiation Worker Requalification (two yearly – training will be provided by Eskom)
- vi. Fitness for Duty requalification's, as per requirements
- vii. Eskom Driver's License (five yearly) (Eskom – service provider to fund)
- viii. Firearm Assessments (Eskom will provide Instructors to do the assessments – service provider must supply firearms and ammunition)
 - A minimum of two (2) shooting assessment sessions shall be conducted annually to security personnel to ensure their ability to perform assigned armed security duties
 - Regulation 21 theory training compulsory (annually) (service provider responsible for cost and training)

19. Occupational Health and Safety Requirements

- (a) Each shift must have one SHE Representative and First Aider per shift.
- (b) All security members deployed at Koeberg must attend firefighting training (valid for five years) (cost to be carried by service provider).
- (c) Service provider must supply and maintain own first aid bag (which must at all times be available in the Site Representatives Office).

20. Fitness for Duty (FFD) requirements

- (a) All personnel who require access to Koeberg Operating Unit must have successfully completed the FFD process (in accordance with documents 335-67 and 335-68) before a security access permit will be issued to the person.

4.21 Three Phase Response Plan Integration

The security framework incorporates a comprehensive Three Phase Response Plan that ensures coordinated human-technology integration across all security tiers:

4.21.1 Primary Response Action Plan (Plan and Prepare)

- Competent personnel deployment with tier-appropriate training and security clearance levels.
- Continuous threat assessment and vulnerability analysis specific to each zone's risk profile.
- Equipment readiness and communication system verification across all integrated platforms.
- Community engagement and intelligence gathering protocols for external threat assessment.

4.21.2 Secondary Response Action Plan (Respond)

- Coordinated response using technology-human integration aligned with tier-specific escalation procedures.
- Real-time communication and backup deployment coordinated through the central PSIM platform.
- Evidence preservation and incident documentation with automated chain of custody protocols.

- Tactical response protocols matched to threat levels and zone criticality classifications.

4.21.3 Tertiary Response Action Plan (Recover)

- Post-incident investigation and forensic analysis with tier-appropriate investigation depth.
- System performance evaluation and improvement identification across all security zones.
- Personnel support and trauma management for security officers involved in incident response.
- Lessons learned integration and procedure updates to enhance future response effectiveness.

4.22 Risk Management and Contingency Planning

The contractor must develop and maintain comprehensive risk management protocols that address potential system failures, security breaches, natural disasters, and other events that could compromise facility protection. Contingency planning requirements include backup system capabilities, alternative communication channels, and emergency response procedures.

Business continuity obligations ensure that security services remain operational during planned maintenance activities, system upgrades, and unexpected service interruptions. The contractor must demonstrate redundant capabilities and recovery procedures that minimize security exposure during any system downtime or maintenance activities.

4.23 Contract Governance and Performance Review

Regular performance review meetings will be conducted to assess KPI achievement, identify improvement opportunities, and address operational challenges. Monthly dashboard reports must provide comprehensive visibility into system performance, maintenance activities, compliance status, and financial metrics.

Annual performance assessments will evaluate overall contract effectiveness, technology evolution requirements, and potential scope modifications needed to address changing security environments or regulatory requirements. These reviews will inform contract renewal decisions and performance improvement initiatives.

4.24 Technology Evolution and Future proofing

The contractor must demonstrate commitment to technology advancement and system evolution throughout the contract period. This includes regular assessment of emerging security technologies, implementation of approved upgrades, and adaptation to evolving threat environments.

Future-proofing obligations require that all implemented systems support scalability, interoperability with emerging technologies, and integration with evolving enterprise IT infrastructure. The contractor must provide technology roadmaps and upgrade pathways that ensure sustained system relevance and effectiveness.

4.25 Key performance indicators (KPI'S)

The *Contractor's* performance will be rigorously evaluated against the following KPIs:

KPI 1: Response Time Performance

- Target: 95% of security incidents responded to within 5 minutes
- Measurement: Time from incident report to security team arrival.
- Penalty: 2% monthly fee reduction for each percentage point below target.

KPI 2: Equipment Availability and Readiness

- Target: 98% operational availability of all security equipment (vehicles, communications and firearms).
- Measurement: Monthly equipment audit and availability reports.
- Penalty: 1% monthly fee reduction for each percentage point below target.

KPI 3: Training and Compliance Standards

- All Security personnel to comply with the continuation and refresher training in terms of the NKP and CA.

- Target: 100% compliance with mandatory training, certifications, and legal requirements.
- Measurement: Monthly compliance audits and documentation reviews.
- Penalty: 3% monthly fee reduction for non-compliance incidents.

KPI 4: Incident Detection and Prevention

- Target: 90% reduction in security incidents within patrolled areas compared to baseline.
- Measurement: Monthly incident reports and trend analysis.
- Penalty: 3% monthly fee reduction for non-compliance to detecting and preventing incidents.

KPI 5: Documentation and Reporting Accuracy

- Target: 100% accurate and timely submission of all required reports and documentation.
- Measurement: Weekly report quality assessments and timeliness tracking.
- Penalty: 1.5% monthly fee reduction for reporting deficiencies.

KPI 6: Personnel Reliability and Attendance

- Target: 99% shift coverage with qualified personnel (no gaps in security coverage).
- Measurement: Daily shift reports and attendance monitoring.
- Penalty: 2.5% monthly fee reduction for coverage gaps.

26. Low Service Damages

The *Contractor* implements corrective actions or terminates their contract if they are non-compliant on the 3rd breach where applicable.

Deficiency		Penalty
1.	Security officer (SO) not posted on duty as agreed upon. (Short posting)	1st Breach One shift cost deduction per short posting If short posting is more than two per shift Issue written Warning letter to Contractor. 2nd Breach Continuous short posting for more than two Days per month a notice of non-compliance will be issued, and an action Plan is required 3rd Breach Continuous short posting after action plan was received notice to terminate the contract will be issued
2.	SO intoxicated/ or under the influence of liquor or drugs.	1st B reach Further access to site denied, One shift cost deduction
3.	Refusal by SO to comply with lawful instruction.	Deal with in accordance with Companies Disciplinary procedure, outcome submitted to SM One shift cost deduction
4.	Sleeping on duty.	Deal with in accordance with Companies Disciplinary procedure, outcome submitted to SM One shift cost deduction
5.	Desertion of post by SO	Deal with in accordance with Companies Disciplinary procedure, outcome submitted to SM One shift cost deduction

6.	Guard(s) not equipped with required specified equipment or non-functioning equipment. These include but not limited to: Bullet-proof vests (L3 SA MIX SABS)/ containing inner soft protection and rifle plates Torch Radio/Contract Cell phone Panic button linked to an independent armed response company. Uniforms/Name tags / PSIRA Cards Safety and (PPE) equipment	1st Breach Verbal warning, corrective action within 48 hours. 2nd Breach Issue written Warning letter to Contractor. Improvement plan needs to be submitted 3rd Breach A notice of non-compliance will be issued, and an action Plan is required 4th Breach A final written NOTIFICATION OF DEFAULT if no change after the Final written warning a contract will be terminated in line with the termination clause of the contract.
7.	Negligent discharge	1st Breach: A joint investigation will be conducted. Due to the seriousness of the Incident a notice of non-compliance will be issued. Action plan and retraining required. 2nd Breach: A final written NOTIFICATION OF DEFAULT if no change after the Final written warning a contract will be terminated in line with the termination clause of the contract.
8.	Non submission of vehicle tracking reports	1st Breach: Non-payments of 10% of the total services (i.e. the cost for the SOs, vehicle) and Issue written Warning to Contractor 2nd Breach: A notice of non-compliance will be issued, and an action Plan is required 3rd Breach: A final written NOTIFICATION OF DEFAULT if no change after the Final written warning a contract will be terminated in line with the termination clause of the contract
9.	Staff not being paid by service provider, which compromises the quality and effectiveness of the provided service to Eskom	1st Breach: If a company is found not to have paid staff accordingly and not notified Eskom in advance. This is considered unfair labour practice, and First notice of non-compliance will be issued. 2nd Breach: Second written notice of non-compliance. 3rd Breach: A final written NOTIFICATION OF DEFAULT if no change after the Final written warning a contract will be terminated in line with the termination clause of the contract.
10.	Compliance to Regulatory and Legislative Requirements	1st Breach: Formal written warning, immediate corrective action. 2nd Breach: Financial penalty (20% of contract value), independent audit.

4.27 Contract Termination and Transition

4.27.1 Termination Conditions

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

4.27.2 Transition Requirements

- 60-day notice period for contract termination.
- Comprehensive handover documentation.
- Personnel and equipment transition protocols.
- Knowledge transfer and training for replacement services.
- Asset return and condition assessments.

NB: Loss recovery Criteria's for recoveries from the contractors in terms of the SoW will form part of the NEC document.

28. Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* ensures that the requirement in terms of Section 20(4) (C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amended Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4) (C), is adhered to. The *Employer* requires adherence by the *Contractor* to this requirement, applicable from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement.

The *Contractor* sends an original Tax invoice to the *Employer's* Financial Accounting group via email. The payment period will start from the date and time at which the invoice and all relevant documentation were received at this office.

The *Employer's* VAT Registration number is: 4740101508.

Particulars included on the *Consultant's* Tax Invoice

- The words "Tax Invoice" in a prominent place.
- The name, address and VAT registration number of the *Consultant*.
- The name, address and VAT registration number of the *Employer*
- An invoice serial number
- The date of issue of the invoice.
- The quantity or volume of *goods* or *services* supplied.
- The price & VAT or a statement that VAT is included @ 15% or zero-rate.
- Reference to Contract and/or Task instruction number.
- A descriptive title of the service covered by the invoice and/or the Contract's assessment number.
- A copy of the Assessment Certificate/Signed Task instruction.

Abridged tax invoice (section 20(5)). Where the amount (inc. VAT) is less than R3 000. The same requirements as above, except that: -the Name, address and VAT registration number of the Employer, and the quantity or volume does not need to

All invoices are to be submitted directly to the Eskom e-mail address invoiceseskomlocal@eskom.co.za

Kindly call the finance shared services call centre on 011 800 5060 or email FPSS@eskom.co.za to follow up on any payment queries.

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

29. Contract change management

The standard forms of the contract will be used as the templates for the communication between the *Employer* and the *Contractor*. With any change in *Service Manager* an early warning is to be issued to the *Contractor* or the *Employer* at any point in the contract.

30. Records of Defined Cost to be kept by the *Contractor*

The *Service Manager* shall be provided a hard copy and an electronic copy of the records for compensation event management purposes.

31. Insurance provided by the *Employer*

Insurance will be applicable as per the standard NEC3 Risk & Insurance core clause and Z 12 – 13.

32. Management of work done by Task Order

The *Contractor* carries out the service taking due cognisance of the following constraints, as applicable to the services:

- A SAP task order, together with an instruction from the *Service Manager* to perform a service is the *Service Manager's* notice to the *Contractor* to carry out a service;
- The *Contractor* does not perform any work without a SAP task order accompanying the *Service Manager's* instruction to provide a service;
- The *Contractor* performing work without a SAP task order is done at the risk of non-payment by the *Service Manager*;
- The *Service Manager* may not issue a SAP task order after contract validity end date unless the contract is modified and that the *Contractor* has received and agreed to a notification letter stating the conditions of modification;

33. Health and safety, the environment and quality assurance

33.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in Annexure to this Service Information.

33.2 Quality assurance requirements

The engineering classification assigned to the works is **N/A**, with a Safety Level of **L3**. No specific quality assurance requirements are applicable to this transaction.

The Contractor shall perform the services in accordance with the applicable contractual requirements and relevant site rules and procedures governing the provision of security services at Koeberg Nuclear Power Station PSC3. No additional quality assurance documentation, Quality Plan, work procedures, witness points, or hold points are required specifically under this clause. Compliance with a particular ISO quality management standard is not a condition of this contract under this clause.



34 Procurement

34.1 Supplier Development, Localization & Industrialisation

34.1.1 Subcontracting.

Subcontracting of 30% for every task order above R30 Million. The beneficiaries will be EMEs and or QSEs that are 51% Black owned or more. Progress report on this requirement will be required on a monthly basis by contract management which will include invoices paid to the subcontracting company. Beneficiaries of sub-contracts to be identified within the 16KM stakeholder radius of Koeberg Power Station preferably,

34.1.2 Skills Development.

The contractor to upskill 1 X individual for every R5 000 000 Eskom spend, as per table below.

No	Skills Type	Output Level	Target
1.	Armed Response Officers	PSIRA Grade C, NKP trained and registered	2
2.	Security Guards	PSIRA Grade C, NKP trained and registered	7
3.	Supervisors	PSIRA Grade B, NKP trained and registered	2
4.	Site Supervisors	PSIRA Grade B, NKP trained and registered	2

Trainees to be identified within the 16-kilometre stakeholder radius of Koeberg Power Station, preferably. Training to be SAQA accredited.

34.1.3 Job Creation.

Contractor is required to indicate the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

34.1.4 Transformation

Contractor to submit their B-BBEE Improvement or Retention Plan as an essential document within 30 days of signing the contract.

35 List of drawings

35.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title

36 Services and other things provided by the *Employer*

Item	Date by which it will be provided
Koeberg Security Training Standard	
Applicable procedures, policies, job descriptions, work instructions	
Applicable registers (other than those the contractor must supply) and other documentation needed for the execution of duties	
An onsite office with access to a telephone (the cost for all calls will be for the account of the service provider)	
Assessor for firearm and physical training capabilities i.r.o. competency and induction assessments	
Portable hand held radios (two way)	
Firearm safe(s) in accordance with the number of firearms that will be kept on site. Firearm safe(s) will be located within the ACP 2 walk in safe.	

37 Property affected by the service

Location of the site

The site is located at Koeberg Operating Unit north of Melkbosstrand in the South Western Cape and is reached via the main road from Cape Town to Saldanha (R27). The turn off to Koeberg is indicated on the R27. Koeberg is approximately 30km north of Cape Town and the approximate co-ordinates are 33° 40.7'S and 18° 26.1'E.

After the turn off, the access route follows the main access road to Koeberg Operating Unit

Security check points

Prior to access to site, there are two Public Exclusion Barrier (PEB) security check points, viz. at the entrance from the R27 and at the entrance from Duynfontein. Security access is through Access Control Points (ACP) 1 and 2.

Life Saving Rules

Document Identifier 240-62196227. The Employer takes a ZERO TOLERANCE stance to the violation of these rules. **(Appendix A)**

Health and safety

The *contractor* shall at all times comply with the health and safety requirements prescribed by law as it may apply to the *services*.