



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 SECURITY INTELLIGENCE
SERVICES WITHIN THE GAUTENG CLUSTER FOR A
PERIOD OF 3 YEARS.**

Contents:	No of pages
Part C1 Agreements & Contract Data	15
Part C2 Pricing Data	6
Part C3 Scope of Work	9

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	3
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	10
C1.2b Contract Data provided by the <i>Contractor</i>	2
[to be inserted from Returnable Documents at award stage]	

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 SECURITY INTELLIGENCE SERVICES FOR THE GAUTENG CLUSTER FOR A PERIOD OF 3 YEARS.

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

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

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

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

Eskom Holdings SOC Limited
Megawatt Park,
No. 1 Maxwell Drive,
Sandton, Johannesburg

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 _____

Eskom Holdings SOC Limited
Megawatt Park,
No. 1 Maxwell Drive,
Sandton, Johannesburg

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (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):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	All sites within the Gauteng Cluster
11.2(13)	The <i>service</i> is	The Provision of Tactical Response Assistance within the Gauteng Cluster
11.2(14)	The following matters will be included in the Risk Register	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

11.2(15)	The Service Information is in	Part 3: Scope of Work 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	Two (2) weeks of the Contract Date
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	Two (2) weeks of the Contract Date.
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	36 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	EMEs/QSEs - Two (2) weeks or LMEs - Four (4) weeks.
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.
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	1. Loss and /or theft Eskom's Assets

		<p>2. Damage to Eskom property due to criminal activity</p> <p>3. Safety of Eskom staff and contractors due to criminal activity.</p>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p>as stated for in the Employer's Assets All Risk Insurance Policy subject to an Insurance deductible payable by the Contractor in the amount of:</p> <ul style="list-style-type: none"> • Generation Property – R25 Million • Transmission Property – R7.5 Million • Distribution Property – R2 Million • All other properties – R2 Million.
83.1	The <i>Employer</i> provides these additional insurances	<p>as stated for in the Employer's Assets All Risk Insurance Policy subject to an Insurance deductible payable by the Contractor in the amount of:</p> <ul style="list-style-type: none"> • Generation Property – R25 Million • Transmission Property – R7.5 Million • Distribution Property – R2 Million • All other properties – R2 Million.
83.1	The <i>Contractor</i> provides these additional insurances:	Public liability cover and COID.
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<p>the amount of the deductibles relevant to the event described in the Employer's Assets All Risk Insurance Policy subject to an Insurance deductible payable by the Contractor in the amount of</p> <ul style="list-style-type: none"> • Generation Property – R25 Million • Transmission Property – R7.5 Million • Distribution Property – R2 Million • All other properties – R2 Million.
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	R500 000.00 (Five Hundred Thousand Rand).
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	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 service at intervals no longer than	Four (4) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	1st Floor Maisels Chambers 4 Protea Place Sandton
	Tel No.	(011) 320 0600
	Fax No.	(011) 320 0533
	e-mail	info@arbitration.co.za
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg, 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	01 April of each successive year.
	The proportions used to calculate the	Price adjustment for inflation (in line with CPI

	Price Adjustment Factor are:	increases)
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	Low services damages shall be capped to a maximum of 12% of the total of the Prices. The tender shall be issued with details of penalties applicable to the services.
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	R0.00 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the Employer's Assets All Risk Insurance Policy subject to an Insurance deductible payable by the Contractor in the amount of <ul style="list-style-type: none"> • Generation Property – R25 Million • Transmission Property – R7.5 Million • Distribution Property – R2 Million • All other properties – R2 Million.
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available as stated for in the Employer's Assets All Risk Insurance Policy subject to an Insurance deductible payable by the Contractor in the amount of: <ul style="list-style-type: none"> • Generation Property – R25 Million • Transmission Property – R7.5 Million • Distribution Property – R2 Million • All other properties – R2 Million.
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. <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for:</p> <ul style="list-style-type: none"> • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),

		<ul style="list-style-type: none"> • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	6 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 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 <i>Contractor</i> 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 <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.

Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.

Z 11.4 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.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from Eskom Insurance Department.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)¹ 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: Responsibilities: Qualifications: Experience:	

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

CV's (and further key person's data including CVs) are in .		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	C2.2
11.2(19)	The tendered total of the Prices is	Rate-Based

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	5
C2.2	The <i>price list</i>	1

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

2. 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.

3. 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).

4. 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.

4.1. 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*

TACTICAL ARMED RESPONSE TEAM

SECTION A

Item	Description	Unit of measure	Quantity	Rate
A	CATEGORY A - 24/7 Unarmed Physical / Static Guarding and Foot Patrols			
1	Day shift Grade C Unarmed Guard	Per Shift	2	
2	Day shift Grade C Unarmed Guard	Per Month	2	
3	Night shift Grade C Unarmed Guard	Per Shift	2	
4	Night shift Grade C Unarmed Guard	Per Month	2	
B	CATEGORY B - 24/7 Armed Physical Guarding, Escorting and Monitoring Services			
1	Day shift Grade C Armed Guard	Per Shift	2	
2	Day shift Grade C Armed Guard	Per Month	2	
3	Night shift Grade C Armed Guard	Per Shift	2	
4	Night shift Grade C Armed Guard	Per Month	2	
5	Dog Handler	Per Shift	1	
6	K9 Patrol and Protection Canine Dog (DH1 Level)	Per Month	1	
7	K9 Patrol and Protection Canine Dog (DH1 Level)	Per Shift	1	
8	Patrol Vehicle Services (4X2) with two armed guards Grade C	Per Month	1	
9	Patrol Vehicle Services (4X2) with two armed guards Grade C	Per Shift	1	
C	CATEGORY C - Ad-hoc Specialised Security Services / Tactical Response Services on an "as and when" required basis or for a specific period			
1	Grade B Supervisor	Per	1	

		Month		
2	Grade C TRT Officer	Per Month	1	
3	Armoured Vehicle	Per Shift	2	
4	Minibus(12 seater plus)	Per Shift	2	
5	Call-out Armoured Vehicle	Per kilometer	1	
6	Call-out Minibus	Per kilometer	1	

SECTION B

Item	Description	Unit of measure	Quantity	Rate
1.1	Rental of Mobile Guard Facility	Per Month	1	
1.2	Rental of Mobile Guard Facility	Per Shift	1	
2	Ablution Facility (Portable Toilet) – Supply, Delivery and Maintenance on a weekly basis	Rental per Month	1	
3.1	Water (2 x 5 Litres per site)	Per Shift	1	
3.2	Water (2 x 5 Litres per site)	Per Month	1	
4	Panic Button (Mobile)	Per Month	1	

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Employer's Service Information</i>	9
Total number of pages		10

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work	1
C3.1: Employer's service Information	2
1 Description of the service.....	4
1.1 Tactical Armed Response will be required to intervene when there is escalations of volatile situations affecting Eskom employees, assets and contractors at projects sites	4
1.2 <i>Employer's</i> requirements for the <i>service</i>	4
2 Management strategy and start up.	4
2.1 The <i>Contractor's</i> plan for the <i>service</i>	4
2.2 Management meetings	5
2.3 <i>Contractor's</i> management, supervision and key people	5
2.4 Documentation control.....	6
- Documentation will be identified with an alpha numeric, which indicates source, recipient, communication number, etc.	6
- All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself.	6
2.5 Invoicing and payment.....	6
2.6 Insurance provided by the <i>Employer</i>	6
2.7 Training workshops and technology transfer.....	6
2.8 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	6
2.8.1 Equipment	7
2.9 Management of work done by Task Order	7
2.10 Contract termination due to non-conformances by the Intelligence Service Provider.....	7
3 Health and safety, the environment and quality assurance	7
3.1 Health and safety risk management	7
3.2 Environmental constraints and management	7
3.3 Quality assurance requirements	8
3.4 Lost time injury reporting	8
4 Procurement	8
4.1 People.....	8
4.1.1 Minimum requirements of people employed	8
4.1.2 BBBEE and preferencing scheme	8
4.1.3 Supplier Development, Localisation and Industrialisation (SDL&I) Undertaking	8
4.2 Plant and Materials	10
4.2.1 Cataloguing requirements by the <i>Contractor</i>	10
5 Working on the Affected Property.....	11
5.1 <i>Employer's</i> site entry and security control, permits, and site regulations	11

5.2	People restrictions, hours of work, conduct and records.....	11
5.3	Site <i>services</i> and facilities.....	11
5.3.1	Provided by the Employer	11
6	Penalties	11

1 Description of the service

1.1 Executive overview

The fundamental purpose of personnel performing specialised security functions (Tactical Response Services) is to ensure the safeguarding of people, information, assets, processes and systems within Gauteng Cluster. The job outputs shall be aligned to Eskom approved job description and work instruction.

The scope of Tactical Response Services across Gauteng Cluster shall include, but not be limited to the following:

- A minimum of Grade C armed security officers for vehicle patrols and escorts for Eskom employees/contractors/service providers deployed in high risk areas or performing high risk tasks (as determined by the business risk assessment).
- Safe guarding and escorting of vulnerable high value assets
- Evacuating of employees held hostage by disgruntled communities
- Crowd control
- Safe guarding crime scenes for the preservation of evidence
- Site monitoring and patrols to identified hot spot areas
- Static guarding at high risk areas for a specific period as and when required

1.1 Tactical Armed Response will be required to intervene when there are escalations of volatile situations affecting Eskom employees, assets and contractors at project sites

1.2 Employer's requirements for the service

Firearms Categories required are:

Minimum of 20 X Shotguns (pump actions)

Minimum of 20 X 9mm pistols-Revolvers are not allowed

Types of Vehicles

4X4 or 4X2 Bakkies (Armed response)

TRT Duties

Armoured vehicle and minibus (12-seater plus)

Two vehicles of each type to be presented to during site inspection.

2 Management strategy and start up.

2.1 The Contractor's plan for the service

To be inserted after award before contract signing, upon agreement of the plan between the Employer and the Service Provider.

In the TSC3 the *Contractor's* plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

2.2 Management meetings

To be populated upon agreement of the plan as indicated in 2.1 above.

Regular meetings of a general nature may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Daily before work commencement	On site	Employer and <i>Contractor</i>
Overall contract progress and feedback	Monthly	On site	Employer and <i>Contractor</i>
Scope of Work	Daily before work commencement	On site	<i>Employer and Contractor</i>

- Meetings of a specialist nature may be convened as specified elsewhere in this *Service Information* or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.
- All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.3 Contractor's management, supervision and key people

Organogram of key personnel from the *Service Provider* to be inserted after tender award before contract is signed.

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an

organogramme from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

2.4 Documentation control

- Documentation will be identified with an alpha numeric, which indicates source, recipient, communication number, etc.
- All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself.

2.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

Eskom Holdings SOC Limited
Accounts Payable Section
Megawatt Park
No. 1 Maxwell Drive
Sunninghill

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Procedures for invoice submission and payment (e. g. electronic payment instructions)



e-invoicing letter to vendors (CI Edited).



The process to

2.6 Insurance provided by the *Employer*

As stated for in the *Employer's* Assets All Risk Insurance Policy subject to an Insurance deductible payable by the *Contractor* in the amount of:

- Distribution Property – R2 Million
- All other properties – R2 Million.

2.7 Training workshops and technology transfer

The *Contractor's* employees are to be trained on all required courses, if they do not have. The *Employers* selected Employees are to be trained on all systems and drone operations.

2.8 Things provided at the end of the *service period* for the *Employer's* use

2.8.1 Equipment

The *Employer* may wish to purchase the Mobile Guard Facility from the *Contractor* in course of the *service period*.

All drones are required to be handed over to the Employer upon completion of the contract period.

2.9 Management of work done by Task Order

Work will be executed by the administration of Task Orders

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional prices for service not included in the Price List, etc.

Task Orders may include things to be provided by the Employer under a Task Order and the conditions under which the Employer or Others are to work

Task Orders shall be issued for fixed and scope not covered in the contract, which at the time of the award could not be foreseen. A contingency for unforeseen scope, ad-hoc, etc. shall be budgeted for and approved by the Delegated Approval Authority, following the evaluation of tenders. To ensure costs for security contracts are controlled and properly managed, and to eliminate any irregularities on Task Orders, any new services for unforeseen scope is to be issued will require the prior approval of the Service Manager or SHEQS Manager. This is to mitigate this risk of cost escalations against a contract and irregularities associated with Task Order based contracts.

2.10 Contract termination due to non-conformances by the Intelligence Service Provider

Contract termination shall be in accordance with the terms and conditions of contract. Non-conformances shall also be issued to suppliers in the event of non-conformance to security services requirements that are not attached to penalties. Continued non-conformance by the security services providers shall upon the evaluation of risks to the site lead to termination. While this is an option to be exercised by the Services Manager, it must be exercised as an avenue of last resort and must be effected after a complete view of the risks associated with such an action have been mitigated and a response plan formulated. Where the termination option is to be exercised, the Service Manager / Contract Manager shall seek legal advice from the Eskom Legal Department prior to effecting any termination on a contract.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Contractor shall control his activities and processes in accordance with the Occupational Health & Safety Act, No. 85 of 1993 and Eskom's Construction Safety, Health and Environmental Management, 32-136, Safety, Health, Environment and Quality Policy, EPC32-727 and SHE Requirements for the Eskom Commercial Process, ST32-726 to this Service Information.

3.2 Environmental constraints and management

The Contractor shall control his activities and processes in accordance with Environmental Requirements for the Procurement of Assets, Goods and Services, TST41-120 Rev. 2.

3.3 Quality assurance requirements

The Contractor shall control his activities and processes in accordance with Eskom's Supplier Quality Management Specification, 240-105658000 (QM-58) and ISO-9001 requirements.

3.4 Lost time injury reporting

Purpose of the LTIR Report

LTIR – is a proportional representation of work-related fatalities, lost-time injuries, or illness, excluding third-party-at-fault incidents. It is used internationally as a lagging indicator or measure of health and safety performance. Therefore, we collect all data from employees and contractor has to determine the LTIR for the cluster. There is a target set by Eskom that we are measured on which is currently 0.30.

Process

The Contractor is required to complete the report template on a weekly basis and submit it to the Eskom representative (Project Coordinator)

Template

The template must be completed with all the required information.
(Annexure A)

Verification

The Project Coordinator will verify the information captured on the LTIR report and submit to Contracts Management.

Submission

The Project Coordinator will submit the LTIR reports weekly (every Thursday by 10am) to Contracts Management.

Uploading Report

Contracts Management will consolidate the reports for GOU Cluster weekly and upload it onto SharePoint. This report is submitted to the GOU Cluster GM and to GOU Cluster SHEQS.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Work will only commence after the instruction via Task Order and permit to work has been issued to the Contractor.

4.1.2 BBBEE and preferencing scheme

The *Contractor* must comply with all the minimum Broad Based Black Economic Empowerment (B-BBEE) status level of contributor in accordance with Eskom's B-BBEE policy.

4.1.3 Supplier Development, Localisation and Industrialisation (SDL&I) Undertaking

Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I undertakings do not form part of scoring but commitments will form part of contractual obligations

Skills Development

Eskom reserves the right to negotiate with the tenderer on Eskom's requirements. The outcome of the negotiations will be a contractual obligation. If negotiations are not required, the tenderer's SDL&I undertaking will become a contractual condition.

Skills development is designed to benefit the currently unemployed graduates from school; further education and training campuses; and universities.

The composition of these candidates must be representative of the population demographics of South Africa. Note that these targets for skills development candidates categorically exclude Eskom employees and registered learners.

It is expected that a total of 50 individuals should be trained on the courses stipulated below (if the budgeted value for this service is utilised) over the period of 3 years.

Tenderers are required to propose against the following training initiatives:

Eskom Target	Entry Requirement	Exit Requirement	Tenderer Proposal
Incident Investigator X 2 learners	Older than 16 years. Grade 10. Speak, write and understand English	Incident Investigation Level 3	
Security Guard Training Course X 5 learners	Older than 16 years. Grade 10. Speak, write and understand English	Grade A Security with PSIRA registered instructor.	
K9 patrol and protection dog training x 3 learners	Older than 16 years. Grade 10. Speak, write and understand English	PSIRA registered training instructor.	
PSIRA Grade E E-C x 8 learners	Older than 16 years. Grade 11. Speak, write and understand English	Use of Firearms/ammunition/range fees Targets/Certificates/Assessments and Moderation	

NOTE 1: An estimated 0.25% of the tender value is expected to be committed on skills development

NOTE 2: For each of the above training we require:

- 1 candidate (for either of the training courses above) for every R2 Million worth of accumulated purchase orders that has been allocated to the contractor.

Enterprise Development (ED)

N/A

Job Opportunities

Tenderer to indicate number of Jobs to be created and/or retained from this contract;

These services will have direct and indirect benefits to the local community through job creation and skills

development. All unskilled labour for these services shall be sourced from local communities within Distribution Gauteng Operating Unit (GOU).

The contractor in their submission will be required to indicate how many semi-skilled and unskilled jobs will be created and retained for local content.

Number of Jobs to be created	Proposed number of Jobs
50	

Section 4: SDL&I Penalty

- Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.
- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations at the end of the contract.
- Alternatively the Contractor shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the Contractor upon fulfilment of all SDL&I Obligations

SDL&I Penalty

- Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.
- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the *Contractor* upon fulfilment of all SDL&I obligations at the end of the contract.
- Alternatively, the *Contractor* shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the *Contractor* upon fulfilment of all SDL&I Obligations.

Reporting and Monitoring

- The suppliers shall on a bi-annual basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

4.2 Plant and Materials

4.2.1 Cataloguing requirements by the *Contractor*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

The *Contractor* will be required to provide cataloguing information and labelling of all items with the *Employer's* catalogued data, after contract award. See below attachment for the following:

- Appendix 3.1 Part A – Narrative to be included under the Works Information / Goods Information (Enquiry and Contract)
- Appendix 3.2 Part B – Acknowledgement Form (Mandatory tender returnable)
- Appendix 3.3 Part C – Excel Spreadsheet To Be Completed By The Supplier After Contract Award
- Appendix 3.4 Specification For Labelling
- Appendix 3.5 Example Cataloguing Templates



Cataloguing
requirements by the C

5 Working on the Affected Property

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

The Service Providers Employees are expected to have access to the sites they are working at.

5.2 People restrictions, hours of work, conduct and records

It is very important that the *Contractor* keeps records of his people working on the Affected Property, should there be an incident during the execution of the *Service*; and *Service Manager* shall have access to these records at any given time.

5.3 Site services and facilities

5.3.1 Provided by the Employer

The Employer will provide designated areas for the set up and operation of the control room.

6 Penalties

No.	Deficiency	Penalty
1	No security officer(SO)or dog not posted on duty as agreed upon (short posting)	One shift cost deduction
2	SO intoxicated or under influence of liquor or drugs	Permanent removal of So from Eskom duties
3	Refusal of SO to comply with lawful of instruction	Permanent removal of So from Eskom duties
4	Sleeping on duty	50% cost deduction
5	Dissertation of post by SO	One shift cost deduction
6	Negligent by So in performance of their duties	50% of shift deduction
7	SO late for duty(tantamount to short posting)	10% deduction of the shift rate
8	SO without a functional torch or spot light	10% deduction of SO shift rate

9	SO or site without functional radio or PTT	10% deduction of total monthly cost
10	No functional panic button on site only for applicable sites	10% deduction of total monthly cost
11	SO not wearing a bullet proof vest. Vests without plates and wearing of non-level 3 bullet proof vests will be deemed as nonn bullet proof vest worn	50% deduction of the SO shift rate per occurrence
12	SO not amend in one shift	50% deduction of shift rate
13	Non submission of vehicle tracking reports	Non-payments of the total services (i.e. the cost for the SO ,vehicle and dogs)
14	Non submission of site inspection reports by Crime prevention and response team	No payment of total services(the cost for the SO, vehicle and dog)
15	Late reporting of patrol teams at designated reporting sites	50% of total cost deduction (i.e. the cost for the SO ,vehicle and dogs)
16	SO not wearing proper uniform outfits or uniform worn out	50% deduction of cost rate
17	SO not armed in one shift	50% deduction of shift rate
18	SO not wearing proper uniform outfits or uniform worn out	One shift cost deduction
19	SO not in possession of baton or hand cuffs	10% deduction of the SO shift rate
20	Unavailability of patrol teams on call outs	Total shift cost deduction(i.e. the cost for the SO ,vehicle and dogs)
21	Failure to install guard monitoring system(Clocking points)	50% of the deduction of the SO shift rate per occurrence