



NEC3 Term Service

Contract (TSC3)

A contract between **Eskom Holdings SOC Limited (reg. no:2002/015527/06)**
a juristic person incorporated in terms of the Company Laws
of the Republic of South Africa, with its registered office at
Megawatt Park, Maxwell Drive, Sandton

and

for **THE PROVISION FOR SUPPORT AND MAINTENANCE FOR
CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL
SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS
AND THE PHYSICAL ACCESS CONTROL SECURITY
INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES,
GATES MOTORS AT FACILITIES UNDER THE GEMMA
CLUSTER**

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Uniformity in Construction Procurement
(January 2009 amendments)

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Documentation prepared by: Gilbert Kok

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER

Offer

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

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 14% is	
The offered total of the Prices inclusive of VAT is	
(in words) NOT APPLICABLE –	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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

.....

.....

.....

.....

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)
Capacity

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

**for the
Employer**

.....
Name &
signature of
witness

Date

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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 <i>(Insert name and address of organisation)</i> _____	Eskom Holdings SOC Limited
_____	_____

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

Name & signature of witness _____

 Date _____

C1.2 Contract Data

Data provided by the *Employer*

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Limited (reg. no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	Mr Gilbert Kok
	Address	Eskom Building 80 Bultfontein Road Kimberley
	Tel No.	053 830 5916
	Fax No.	086 666 9098
	E-mail address	kokag@eskom.co.za>
	The authority of the <i>Employer's Agent</i> is	To carry out all the actions of the <i>Employer</i> in this contract with the exception of those required by Clauses 51.1 & 81.1.
11.2(5)	The <i>service</i> is	THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER
11.2(6)	The Service Information is in	The document called 'Service Information' in Part 3 of this contract.

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30.1	The <i>starting date</i> is.	To be advised
30.1	The <i>service period</i> is.	36 months
13.2	The <i>period for reply</i> is	2 weeks
50.1	The <i>assessment day</i> is the	After completion of the work
51.2	The interest rate on late payment is	Not applicable
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
82.1	The <i>Employer</i> provides this insurance	as stated for "Format TSSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table 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)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	The person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.

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93.2(2)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
93.4	The <i>tribunal</i> is:	Arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	<ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	

12 Data for secondary Option clauses

X1	Price adjustment for inflation	<p>The rates provided in the Pricing Data will apply for the first 12 months after the base date. The base date will be one month before the start date of the contract.</p> <ul style="list-style-type: none"> - From the anniversary date of base date, the rates will be adjusted for inflation using the relevant tables published by the Department of Labour. <p>Price adjustment for inflation SEIFSA :</p> <p>Table D3 CPI : 65%</p> <p>Table L3 : 20%</p> <p>Fixed Portion : 15%</p> <p>Total : 100%</p> <p>Price fluctuations may result in an increase or decrease in the rates provided in the Pricing Data</p>
X2	Changes in the law	<p>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</p>
X18	Limitation of liability	

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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	<p>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <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 on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[•] 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	[•] 7 days of receiving the Task Order

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The *conditions of contract* are the NEC3 Term Service Short Contract (September 2008)¹ and the following additional conditions Z1 to Z11 which 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 and the Electricity Distribution Industry.

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Ethics

Z3

- Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z3.1 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

¹ State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or SAICE.

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Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

Z3.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z3.3

Confidentiality

Z4 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.1 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z4.2 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.

Z4.3 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* 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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.4 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4.5

Waiver and estoppel: Add to clause 12.2:

Z5 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

Z5.1

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

Health, safety and the environment

Z6 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*:

- 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 *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.

- Z6.1 • 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.

Z6.2 Provision of a Tax Invoice and interest. Add to clause 50

Z7 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.

- Z7.1 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.

- Z7.2 The *Contractor* 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.

Z7.3

Notifying compensation events

Z8 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z8.1

***Employer's* limitation of liability; Add to clause 80.2**

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

Z9.1

Termination: Add to clause 90.2, after the words "or its equivalent":

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Z10 or had a judicial management order granted against it.

Z10.1

Addition to Clause 50.4

Z11 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.

Z11.1 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z11.2

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

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. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occur which causes loss or damage, a claim could be made either against the *Employer's* "works" policy which may be in place for the *Employer's* portion of the property affected by the *service* or against the *Employer's* "assets" policy which may be in place for the *Employer's* portion of the property affected by the *service*, 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 property affected by the *service* and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 82 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from the *Contractor's* 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 TSSC3**' 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 to cover his risks as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 "the *Contractor* provides the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data". 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. Part 2 of the contract will include a requirement for the tendering contractor to identify the cost of insurance which he has allowed for in his Prices, given the foregoing guidance, either as a separate priced item or
6. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**

http://www.eskom.co.za/live/content.php?Item_ID=9248

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Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Robert St. LEGER	Cape Town	+27 21 794 7488 bobst@iafrica.com
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Marika Scott on 011 800 3709 or [Marika.vdHeever@eskom.co.za]

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

Data provided by the Contractor (the Contractor's Offer)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (September 2008) and the relevant parts of its Guidance Notes (TSSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 22 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail address
------	---

63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Cost is	%

11.2(4)	The Price List is in	The document called 'Price List' in Part 2 of this contract.
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11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:
---------	---

11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:
---------	---

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

C2 Pricing Data

C2.1 pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

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

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

C2.2 the *price list*

Description of sites
Sites with nearest town
Main Site Ops room for viewing-Kimberley
KDS S/S - Kimberley
Harrison S/S – Barkley west
Ulco S/S – Barkley west
Dougnor S/S - Kathu
Vaalbos S/S – Postmasburg
Klipkop S/S – Kuruman
Rirries S/S - Kuruman
Hotazel S/S - Kuruman
Moffat S/S - Kuruman
BBV Complex- Kimberley
Petrusville CNC- Petrusville
Mineraal S/S - Christiana
Hay S/S- Griekwastad
Sidiba S/S- Pampierstad
Bosplat S/S- Boshof
Bafokeng 7 Substation
Bakwena Substation
Buffels East Substation
Charles shaft Substation
Coligny Substation
Donaldvale Substation
Flourspar Substation
Frank Substation
Hekpoort Substation
Ikageng Substation
Kgetleng Substation
Kroondal Substation
Ledig Substation
Lefco Substation
Lethabong substation
Lichtenburg Munic Substation
Lotlhakane Substation

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

Lykso Substation
Madibeng Substation
Manyane Substation
Margaret Shaft
Matlosana Substation
Millenium Substation
Mmabatho Bulk Substation
Mmabatho Energy Centre
Modderspruit Substation
Moedwil Substation
Mogwase Industries Substation
Moruleng Substation
Olifantsnek Substation
Potch Distribution Station
Potch Munic Substation
Shaft 15 Substation
Slurry substation
Shylock Substation
Skeerpoort Substation
Straaddrift Substation
Swaruggens Substation
Tailings Substation
Taung Substation
Twinriver Substation
Vessel Substation
Wildeplaats Substation
ESKOM reserve the right to increase or reduce the number of sites within the Gemma Cluster

Description	No of CCTV	1 KVA
	Cameras	UPS
Bi Annual Service -		
Sites with nearest town		
Main Ops room for viewing- Kimberley	1	1
BBV area- Kimberley	46	1
Petrusville CNC.	20	1
KDS S/S - Kimberley	8	1
Harrison S/S – Barkley west	5	1
Ulco S/S – Barkley west	8	1
Dougnor S/S - Kathu	5	1

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

Vaalbos S/S – Postmasburg	4	1
Klipkop S/S – Kuruman	6	1
Rirries S/S - Kuruman	5	1
Hotazel S/S - Kuruman	7	1
Moffat S/S - Kuruman	5	1
Mineraal S/S - Christiana	15	1
Hay S/S- Griekwastad	14	1
Sidiba S/S- Pampierstad	15	1
Bosplat S/S- Boshof	14	1
Bafokeng 7 Substation	16	
Bakwena Substation	12	
Buffels East Substation	14	
Charles shaft Substation	13	
Coligny Substation	14	1
Flourspar Substation	16	
Frank Substation	12	
Hekpoort Substation	11	
Ikageng Substation	13	
Kgetleng Substation	24	
Kroondal Substation	11	
Ledig Substation	26	1
Lefco Substation	12	
Lethabong substation	16	1
Lichtenburg Munic Substation	12	
Lykso Substation	17	1
Madibeng Substation	25	
Manyane Substation	9	
Margaret Shaft	13	
Matlosana Substation	14	
Millenium Substation	13	
Mmabatho Bulk Substation	13	
Mmabatho Energy Centre	4	
Modderspruit Substation	8	
Moedwil Substation	16	1
Mogwase Industries Substation	11	
Moruleng Substation	12	
Olifantsnek Substation	13	
Potch Distribution Station	17	
Potch Munic Substation	12	
Shaft 15 Substation	16	
Shylock Substation	24	
Skeerpoort Substation	11	

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

Straadrift Substation	18	1
Swartruggens Substation	23	1
Tailings Substation	11	
Taung Substation	8	
Twinriver Substation	12	
Vessel Substation	27	1
Wildeplaats Substation	12	

ESKOM reserve the right to increase or reduce the number of sites within the Gemma Cluster

C3: Scope of Work

C3.1 Service Information

1. Description of the service

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER

Accreditation Certificates

- Full accreditation certificates of employees that will be carrying out the work are required as part of the submission of tender returnable.
- Proof of company registration with PSIRA, as well as those of technical staff who will perform maintenance duties to be submitted as part of the tender returnable.

Scope

Purpose

The purpose of the scope is to outline the requirements for the undertaking of support and maintenance services to the security technology systems, ie. IP CCTV (Closed Circuit Television) cameras, the Physical Access Control Systems (PACS), ie, (Booms, gates, gate motors, non-lethal energised fencing) access control software and the related field equipment, Public Address Systems, headend and filed equipment infrastructure. ie, Video Management Systems (VMS) and Network Video Recorders (NVRs), network switches including the training of select engineers and technicians within the GEMMA Cluster.

The scope of work includes:

The services defined will be a combination of strategic and technical response to the cluster requirements for support and Maintenance solutions for various technology solutions. The services will include among others, the following:-

- Planned preventative maintenance to all installed and integrated field hardware.
- Planned preventative and reactive maintenance to the applications and databases.

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- Training for Eskom 1st line support team
- Preparation of maintenance plans
- The service may include Priority 1 and Priority 2 spares holding
- The incumbent service provider shall undertake visits to the premises to visually assess, inspect, test, bond, repair, do programming and configuration of the existing security technology systems to OEM Specifications and ensure that all the listed systems are returned to service and are operable from the Cluster Security Control Centre.
- The appointed service providers must install the necessary equipment, software and also work with Eskom Telecoms Department to ensure that the security technology systems are integrated and are operable from the Cluster Security Control centre.

Eskom Telecoms build and provide the necessary field network equipment and bandwidth to ensure connectivity to the Cluster security Control Centre.

Operational activities per area of specialisation

CCTV Cameras

- Check history of CCTV system and other peripheral equipment
- Visually inspect all major equipment components including cabling & connections where accessible for signs of deterioration or damage and undertake repairs
- Check all CCTV control equipment (monitors, NVR's, network switches, cabling etc.) and Physical Access Control infrastructure.
- Check and clean cameras, readers, lenses and housings as necessary.
- Check lenses for correct field of view and adjust as necessary
- Check pictures for correct field of view and adjust as necessary.
- Check and test remote signalling equipment
- Check recording and playback quality
- Check the satisfactory transmission of images to remote control centre
- Repair minor faults where necessary.
- Training of the users on how to use, maintain and support the system in order to operate more effectively and efficiently.
- Log all systems test results
- Return all security equipment, components and systems to operational status.
- Respond to faults and queries within specified response period.
- In the instance of cameras and other equipment failure, a swap-out must be used to ensure that downtime is kept to a minimum.
- Removal, safekeeping and re-installation of existing CCTV cameras and other security infrastructure.

ACCESS CONTROL SYSTEMS (SOFTWARE and hardware).

- Check whether personnel have experienced any problems with the system.
- Check history of Access control system since last operating period.
- Check connection between Main Power Supply and Backup Battery test to ensure that enough power is being supplied to the panel
- Visually inspect all fields devices for Access Control System
- Walk test some devices either manually and or using a card, finger in the case of readers.
- Check operation of emergency break glasses and mechanical exits.
- Check operation of readers.
- Check operation of maglocks and LEDs.

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

- Check communications with all controllers and reset error log.
- Check communication between Server and field devices (door controllers)
- Check operation of Input / Output controller and relays.
- Check access control software.
- Re-program any minor changes as required by the client
- Check door open times.
- Back-up historic data and database. Ensure the customer keeps this in a secure location.
- Verify correct operation of doors in a fire condition.
- Test the system for all alarm and ensure that alarms desired are received by the system
- Carry out minor adjustments.
- Training of the users on how to use, maintain and support the system in order to operate more effectively and efficiently.

Implement remote support by means of a telephone or remote control software to troubleshoot any minor adjustments that need to be made.

PHYSICAL ACCESS CONTROL SYSTEMS (Booms, doors, Turnstiles, Gates, gate motors, etc.).

- Check history of operating period.
- Check current operation of the Equipment
- Check and verify all incoming Voltage to the equipment
- Dust and Clean all parts
- Grease and Oil all moving parts as required
- Fasten any loose moving parts
- Tune Wings and gears movement to allow for smooth operation
- Photocell testing ensures the correct and safe operation of the Arms
- Automatic Testing to check all necessary functions of the Turnstile
- Check for any scratches and rust and accordingly clean and fill using red-oxide
- Check battery operations
- Check all terminations and cables for wear and tear
- Check all insulations of all cables is in good condition and rectify as required
- Check all physical access control systems including doors to ensure that they are mechanically sound to be able to ensure seamless integration with the electronic access control solutions.
- All doors to the building must be armed and integrated with the access control system to ensure that they are able to trigger all alerts including door ajar signal and timing and irregular exit from the emergency exit.
- Simulate fault logic to check for alarms and errors.
- Training of the users on how to use, maintain and support the system in order to operate more effectively and efficiently.

Public Address systems

- Check installation against records, report and record any discrepancies.
- Check operation of the system.
- Check, (under full connected load), the audio quality for any discernible distortion.
- Check cable terminations and check cable termination records.
- Measure and record resistance of all speaker lines at main equipment.

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- Check labelling of speaker selection unit.
- Check all equipment for damaged, stressed or heated components.
- Check output voltage regulation of power supplies.
- Check equipment for proper ventilation.
- Record all results in logbooks.
- Training of the users on how to use, maintain and support the system in order to operate more effectively and efficiently.

BREAK GLASS UNITS

- Each break glass unit shall be activated and checked for correct operation including all remote indication associated with the relevant break glass unit.
- Each break glass unit shall be inspected during the service to be in a good condition and not damaged.
- Each break glass unit or shall be wiped clean during the service.
- Ensure that during the service each break glass unit is recorded as per its number on the service report sheet and checked accordingly.
- Training of the users on how to use, maintain and support the system in order to operate more effectively and efficiently.
- The break units shall be synchronised with the access control system to trigger alarms into the security control centre every time they are irregularly broken to gain unauthorised exit.

Remedial Actions and Documentation

- Any equipment, etc. failures must be immediately reported to Eskom.
- All routine maintenance four (4) times a year shall be documented (3 monthly), and these records shall be held by Eskom for a minimum of 3 years.
- On completion of each inspection and maintenance service, the service providers shall present, for the customer's signature, an acceptance certificate, which will be a condition for invoice payment.

Ad hoc Maintenance (Faults)

- All equipment identified as faulty shall be brought to the attention of Eskom.
- There shall be a clear, documented, process for reporting faults on the security system, including expected timelines and names of responsible people.
- Response will be required on the same day unless otherwise negotiated.
- In the case of an emergency, meaning a situation with life threatening consequences or situation that will cause damage to property or equipment, Eskom representative will state clearly that this is an "Emergency situation and immediate response will be required.
- There can as part of the contract render a repair service of faulty equipment at a rate & condition submitted. This process will be finalised at the contract awarding stage.
- On arrival at site, the service providers' field staff will first report to the security control centre and Eskom representative on site if applicable.
- Once the repair or replacement is completed, relevant Site Acceptance Tests shall be conducted and documented before the work shall be signed as accepted by Eskom.

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- On completion of each inspection and maintenance service, the service providers shall present, for the customer's signature, an acceptance certificate, which will be a condition for invoice payment.
- Equipment replaced on site remains the property of Eskom and this original (broken) equipment must be returned.
- In the event where equipment is unrepairable the scrapping process must be followed.
- All equipment that fails within the warranty period will be replaced at the service providers' expense.
- All equipment replaced will have a new full warranty period as with the original installed equipment.
- Equipment repaired will have a pro rata warranty as agreed to upfront – at tender award stage
- When replacing a camera, a licence for the replaced camera must be issued to Eskom.
- Additional support – commissioning of new sites onto the VMS system
- Provide support and configure new sites onto the VMS system at the security control room. As and when needed.

Integration of subsystems

Integration with Security fences

- The perimeter non-lethal electric fence system shall be connected to the Surveillance system and shall be integrated into the overall security system to ensure effective access monitoring and control both locally and remotely from the Security Control Centre.
- Alarms will be automatically triggered with CCTV needing to highlight the triggered area.

Integration with CCTV system

- The CCTV system shall be an IP based smart solution.
- A CCTV system shall provide the local guards with a single point from where they can view and verify alarm events from the pre-detection and energized fence triggers.
- Guards shall be able to verify positive alarm events in the event of an attempted or successful intrusion attempt on the fence system.
- CCTV monitoring shall be conducted at the main vehicle entrance as an overview of the area and to serve as identification point for visitors.
- The system shall utilize a video analytics system as pre-detection to automatically create alarms and perform event recording.
- The CCTV system shall be integrated with video analytics installed on the outer perimeter fence units, and shall automatically record any alarm event on the fence by means of the 30second pre-event buffer, the actual event (For however long motion is detected by the camera) and at least a 30 second post event time period.
- The CCTV system shall be connected to the Eskom WAN to enable event driven video streaming to The Security Control Room. Sufficient bandwidth to enable this requirement shall be provided by Eskom.

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

Integration with Intrusion Detection System

- **The intrusion detection system shall be integrated with the Access Control System. The system shall predominantly focus on the securing of specific areas with two primary purposes, namely;**
 - **to detect if entry is gained into a secure area by any unauthorized manner; and**
 - **to verify that operational procedures are adhered to from a safety perspective (areas such as the Server Room, Control Room and Battery Room)**
- **Access control at all access points onto buildings and all buildings shall use an intrusion detection system which consists of a PIR and Door Contact to verify the status of the room when it is supposed to be unoccupied and subsequently generate an alarm if an intrusion is detected.**

Integration with Access gates

- **Where applicable, gates shall be automated with industrial grade sliding gate operators. The gate operators shall be installed within the fence line with the exception of the inner perimeter gate which must be installed on the inside of the inner perimeter fence to allow access to the operator in case of failure.**
- **Where applicable, the verification process at entrances shall be as follows: This is applicable where interlocking system is in place:**
 - **Upon positive verification the energized gate shall open after which the outer barrier gate will open to allow the vehicle inside the sally point.**
 - **Upon entry into the sally point, the outer barrier gate will close effectively locking the visitor in the sally point.**
 - **At this time, the guard will be able to interact with the visitor and conduct searching of the person and vehicle.**
 - **Only after the guard has completed his duties will the guard exit the sally point at which time the guard has to tag on the inside of the guard house to verify the completion of his activities.**
 - **The guard in turn will be required to tag on the inner perimeter pedestrian gate to enter the sally point, and then tag out of the sally point and only then tag in the guardhouse before the system will open.**
 - **This logic followed will force the guard to enter the sally point and conduct the searching rather than just tagging a visitor in through the guardhouse point.**
 - **When the visitor on his turn can then again tag in the reader in the sally point data carrier only).**
 - **At this time, the inner gate will open to allow the visitor into the restricted area.**
 - **Exiting of the site will be the reverse operation of the entry sequence.**

Integration with Intercom system

- **A video intercom system shall be connected to the local NVR to ensure both visual and audio recording of events.**
- **Guards shall be able to interact with unannounced visitors and non-Eskom staff whom might not be accredited without leaving the safety of the guardhouse.**

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- The communication shall be point-to-point between the gates and guardhouses and shall not be integrated with the gate control system.
- The intercom function shall be extended to the control room office for intercom operation during daytime hours when guards will not be on duty.

Integration with Security lighting

- All entrances into ESKOM facilities shall be equipped with lighting to ensure visible security can be applied.
- Security lighting shall furthermore be integrated using motion detection through the intruder alarm system with the various security systems such that it provides a bright perimeter for guards to observe the perimeter during evening patrols and in situation where responding to fence alarms.

Integration with Guard Tour System (Where applicable)

- Guard Tour System shall be integrated to the Integrated Access Control System to serve as a control measure to monitor compulsory patrols on site and to act as a safety system to alert the control room of the patrol incident.
- Where a guard fails to clock at a point within the allowed/ prescribed time limits so that investigation can be conducted into the whereabouts and safety of the guard.
- This system shall be tied into the Intruder Alarm system for providing alerts in the Control Room.

Integration with the PA system

- The PA system shall be used to engage potential intruders and issue warnings before the intrusion takes place as a deterrence measure. The system shall be operable via the guardhouse and remotely via the central Control Room to warn attackers of the restriction of access to the site. Voice recordings must be synchronized with the cameras and recorder on the local NVR via audio input to ensure synchronization of events.

Dashboards

- Dashboards are used to present a wide range of different data metrics in a single comprehensive display of various sizes.
- Dashboards shall be customisable for use in large video wall size displays or for small smart-phone enabled devices as a quick comprehensive glimpse into the overall status of the building.
- Dynamic graphics shall be implemented in a responsive design manner with visualisation of facilities, plants, etc.
- Dashboards shall be device and operating system agnostic.

Management of Downtime

- After a fault has been logged and forwarded to the Service provider. The service provider are expected to respond within 12 hours and will be expected to minimise the maintenance time to ensure the minimal interference/disruption of the normal business as well as the downtime of the security installation.

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Work Schedule/ Work order process.

Preventative maintenance – Plant to have a maintenance plan in place for all sites (4 x routine maintenance on a 3 monthly basis) for each annual term of the contract.

Faults – Security control room to alert service providers via issuing purchase order

General

- **The service providers' technicians shall perform all mandatory and optional security compatible, and virus protected system software upgrades:**
- **Provide all manufacturers required maintenance services; conduct operational system tests; repair or replace all failed security system equipment, devices, or components and other duties as required by the Cluster to maintain the Security Technology Systems optimally operational and in good working order.**
- **The service provider shall perform mandatory software upgrades for the cluster at no additional cost to the cluster.**
- **Optional software upgrades shall be presented to the cluster for consideration and approval prior to installation.**
- **The costs associated with optional software upgrades shall be borne by the cluster.**
- **Prior to any software upgrade, the service providers shall insure that a copy of the existing operating system is on hand and the technicians shall make a copy of the system data file.**
- **Upon completion of the upgrade, the technician shall create two copies of the old and the new operating system software and data file software.**
- **The old software shall be labelled as “Replaced, with (revision #)”, “by (Technicians Name)”, and Date.**
- **The new software shall be labelled with “Current (revision #)”, “installed by (Technicians Name)”, and Date.**
- **One copy of each shall be retained by the technician onsite and one copy provided to the Client for archival storage.**
- **The service providers shall perform all manufacturers' recommended maintenance for each security device, component, panel, subsystem, and system as a minimum each item shall be visually inspected, cleaned and documented.**
- **Network diagram for substations, facilities and control rooms must be established clearly mapping out the installation as well as the corresponding labels.**
- **The network diagram must be amended as and when changes occur ensuring, that it is always up to date.**
- **On completion of each inspection and maintenance service, the service providers shall present a report.**
- **The service provider shall provide a document to indicate the equipment's functional status and All passwords, IP addresses and CMS licenses must be given to security control rooms prior to hand-over.**
- **At no given time will passwords and login credentials be changed without consensus from the security control room supervisor.**
- **A full handover shall be conducted. This will include a scheduled engagement with the succeeding service providers whereby all relevant documentation will be handed over.**
- **The engagement will be hosted by the contract owner.**

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- Documentation is to include details on the current equipment installed, status of the equipment, maintenance history on the equipment, login credentials and password information and the updated network diagram.
- After the documentation has been handed over, visual inspection will be done with both service providers to ensure that the documented information is correct.
- Once completed an official sign-off will be done.

2. Specifications

Title	Document Number	Tick if publicly available
Acknowledgement form for Eskom Life Saving Rules ANNEXURE B	240-77471499	✓
Section 37(2) Agreement	240-77037682	✓

3. Constraints on how the Contractor Provides the Service

3.1 Meetings

Meetings may be arranged by the **Employer’s Representative** at any time.

3.2 Use of standard forms

NEC standards

3.3 Invoicing and payment

VAT TAX INVOICES

Please note that all invoices are to be submitted in electronic format to invoiceseskomlocal@eskom.co.za

Any queries with regards to payments can be directed to Finance Shared Services (FSS) on (011) 800 5060.

The following needs to appear on the invoice:

"Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."

Your banking details have to appear on all invoices in order to prevent payments into incorrect accounts and/or late payments due to verification of account details.

(SARS REQUIREMENT I.T.O TAX INVOICES FOR VAT PURPOSES)

In terms of the Revenue Laws Amendment Act, Act 45 of 2003, published on 22 December 2003, the following amendment will be made to Section 20 of the Value Added Tax Act 89 of 1991 ("the VAT Act"):

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

(1) Section 20 of the Value Added Tax Act, 1991, is hereby amended by the substitution subsection (4) for paragraph (c) of the following paragraph: "(c) the [legal or trading] name, address and where the recipient is a registered vendor, the registration number of the recipient."
 (2) Subsection (1) shall come into operation on 1 March 2005 and shall apply in respect of any supply made on or after that date.

The effect of the above amendment is that Eskom's VAT registration number will have to appear on all tax invoices it receives from its suppliers in order for it to be a valid tax invoice in terms of Section 20 of the VAT Act from 1 March 2005.

We thus kindly request that the VAT registration number of Eskom as set out below is reflected on all tax invoices sent to Eskom for payment at the soonest of your convenience.

The VAT registration number for Eskom Holdings SOC Ltd is 4740101508

3.4 Records of Defined Cost

The *Employer* requires the *Contractor* to keep records of amounts paid by him for all materials purchased in the form of receipts. Copies of these receipts must be submitted with the invoices.

4. Requirements for the plan

N/A

5. Services and other things provided by the *Employer*

Item	Date by which it will be provided
N/A	

6. Property affected by the *service*

Access to site to be given by the *Employer's Agent* on Task Order instruction.

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

Task Order

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

Task Order No. [•] *service* [•]
 To:
 [•].....
 ..
 (*Contractor*)

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

Description [•]
 Starting date [•]
 Completion Date [•]
 Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: _____ Date _____
 (for *Employer*)

Total of Prices for items of work on the Price List (details attached) R. _____
 Total of Prices for items of work not on the Price List (details attached). R. _____
 Total of the Prices for this Task Order R. _____

The programme for the Task is [ref] (attached)
 Signed: _____ Date _____
 (for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task
 Signed: _____ Date: _____

THE PROVISION FOR SUPPORT AND MAINTENANCE FOR CCTV CAMERAS, PA SYSTEMS, ACCESS CONTROL SOFTWARE INCLUDING VISITOR MANAGEMENT SYSTEMS AND THE PHYSICAL ACCESS CONTROL SECURITY INFRASTRUCTURE, IE. BOOMS, GATES, TURNSTILES, GATES MOTORS AT FACILITIES UNDER THE GEMMA CLUSTER.

(for *Employer*)