



NEC3 Term Service

Short Contract (TSSC3)

A contract between Eskom Holdings SOC Ltd
(Reg No. 2002/015527/30)

and

for

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Documentation prepared by: [•]

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

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:

Remote Surveillance Services

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	R[•]
Value Added Tax @ 15% is	R[•]
The offered total of the Prices inclusive of VAT is	R[•]
(in words)	

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

**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 and signed 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

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

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

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 Contract Data

Data provided by the *Employer*

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

1. Please read the relevant clauses in the NEC3 Term Service Short Contract (April 2013) (TSSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used “[•]” - data is required to be inserted.]

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

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	Romeo Jonathan Malgas
	Address	Eskom Simmerpan, Germiston
	Tel No.	
	Fax No.	
	E-mail address	
	The authority of the <i>Employer's Agent</i> is	[•]
11.2(5)	The <i>service</i> is	supply, installation, implementation, testing & commissioning, maintaining & servicing as well as offsite monitoring & viewing and removal of forty (40) wireless moveable miniature intelligent clandestine 4G GSM cameras per identified Power station.

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

11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	[•]
30.1	The <i>service period</i> is.	12 months
13.2	The <i>period for reply</i> is	1 weeks
50.1	The <i>assessment day</i> is the	25 of each month.
51.2	The interest rate on late payment is	0.5% per week of delay.
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
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	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).
93.2(2)	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 London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
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	[JHB] 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.
The <i>conditions of contract</i> are the NEC3 Term Service Short Contract (April 2013)²³ 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

² If the previous edition applies change 'April 2013' for 'September 2009'.

³ 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 086 539 1902 or www.ecs.co.za

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 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.

Z3 Confidentiality

- Z3.1 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.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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.
- Z3.4 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*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

- Z4.1 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 Health, safety and the environment

- Z5.1 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*:
- 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.
- Z5.2 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.

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

- Z6.1 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.
- Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 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 Notifying compensation events

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z8 *Employer's* limitation of liability; Add to clause 80.2

- Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 Termination: Add to clause 90.2, after the words "or its equivalent":

- Z9.1 or had a business rescue order granted against it.

Z10 Addition to Clause 50.4

- Z10.1 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.
- Z10.2 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*.

Z11 Ethics

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

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

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z __12.1 Replace condition of contract 82 with the following:

Insurance cover 82

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>

Loss of or damage to equipment, plant and materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, equipment and other things used to Provide the Service) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

82.3 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from

nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety

Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)⁴ 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 24 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.
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]:	R[•] excluding VAT [in words] [•] excluding VAT
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]:	R[•] excluding VAT [in words] [•] excluding VAT

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za.

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.

C2.2 Price List

Part 1

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

Item no.	Description	Unit	Quantity	Rate	Amount
1.	Supply, installation, implementation, testing & commissioning of wireless moveable miniature intelligent clandestine 4G GSM cameras				
1.1	Koeberg	No	40		
1.2	Lethabo	No	40		
1.3	Matimba	No	40		
1.4	Medupi	No	40		
1.5	Majuba	No	40		
1.6	Matla	No	40		
1.7	Kendal	No	40		
1.8	Duvha	No	40		
1.9	Kusile	No	40		
1.10	Kriel	No	40		
1.11	Arnot	No	40		
1.12	Camden	No	40		
1.13	Hendrina	No	40		
1.14	Grootvlei	No	40		
1.15	Tutuka	No	40		
1.16	Komati	No	40		
2.	Rental of 640 No. Wireless Camera including maintenance, service and provision server and storage as per scope of works	Monthly	12		
3.	Monitoring & viewing of the clandestine integrated camera surveillance system on 24 hours basis	Monthly	12		
4.	Removal of Equipment and handing over of all necessary documentation to the Employer	Item			

Total of the Prices for Part 1

Part 2

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

Item no.	Description	Unit	Quantity	Rate	Price
1.	Remove and install camera to a new position within the Power Station	No			Rate Only
2.	Travelling for the purpose of relocating the Camera (distance to be calculated from Megawatt Park)	Km			Rate Only

The total of the Prices for Part 2

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NB: Tenderer are allowed to include addition line items below any of the above stated description should they be of the view that the above will not properly demonstrate their pricing (deleting any of the above items is not allowed).

C3: Scope of Work

C3.1 Service Information

1. Description of the service

The services shall comprise of the supply, installation, implementation, testing & commissioning, maintaining & servicing as well as offsite monitoring & viewing and removal of forty (40) wireless moveable miniature intelligent clandestine 4G GSM cameras per identified Power station. A total of 16 Power Station has been identified.

The camera solution is to be leased by Eskom under a 12-month agreement with the identified supplier.

These cameras will be installed in pre identified critical plant areas where ESKOM has identified and instructed for these cameras to be deployed, and or to be moved to different locations as the need may arise.

At Tender stage the tenderer needs to provide descriptions and examples of the system, technical specifications, manuals and confirmation of a working system within RSA.

The procured services shall be rendered nationally at the following Eskom Generation sites, as listed below:

	Power Station	Location
1	Koeberg	Melkbosstrand, WC
2	Lethabo	Vereeniging, FS
3	Matimba	Lephalale, LP
4	Medupi	Lephalale, LP
5	Majuba	Amersfoort, MP
6	Matla	Kriel, MP
7	Kendal	Ogies, MP
8	Duvha	Witbank, MP
9	Kusile	Phola, MP
10	Kriel	Kriel, MP
11	Arnot	Rietkuil, MP
12	Camden	Ermelo, MP
13	Hendrina	Pullenshope, MP
14	Grootvlei	Balfour, MP

15	Tutuka	Standerton, MP
16	Komati	Blinkpan, MP.

1.1 Protection of Information

The installation & maintenance contractor shall not disclose any particulars of the project including this specification or the CCTV surveillance system to any other party or authority without written consent from Eskom.

All persons required to work on the site shall be made known to Eskom and will be required to have their security cleared prior to commencement of work and access to the site granted.

2. Camera Purpose

In order to test whether a camera is fit for purpose, it is essential that the purpose of this camera be defined.

The CCTV industry commonly uses specific categories to define the purpose of CCTV cameras. The purpose of each camera must be clearly identified from the beginning. Table 1 below lists the 4 CCTV categories.

Table 1: CCTV Categories Purpose	Operational Requirement
Identification	Detail should be sufficient to enable the identity of an individual to be established beyond reasonable doubt. Camera footage alone should be enough to prosecute in court.
Recognition	A high degree of certainty whether or not an individual shown is the same as someone seen before. Camera footage could aid in prosecution along with other evidence.
Observation	Be able to observe what a person is doing.
Detection	Sufficient to determine with a high degree of certainty whether or not a person is present.

The purpose should consist of a category (detection, observation, recognition or identification), an area to be covered and a range of distances from the camera.

Table below shows an example of a table used to log the intended purpose and operational conditions for each camera. All CCTV designs should include a similar table.

Example of Camera Purpose and Conditions at a Specific Site Camera	Purpose	Distance/place	Lighting Conditions
1	Observation of intruders approaching asset	10m	
3	Recognition of intruders entering area / building	2m	

3. Overview of Services to be provided

The nature of services to be provided but not limited thereto are as follows:

- The total 4G GSM camera solution is to include the supply, installation, operating, maintaining, testing and related support for all hardware, software, firmware, materials and services which is to provide an integrated clandestine video surveillance system for a period of 12 months from the date of installation of all supplied items, including additional material/hardware/software/services as may be required or supplied without any additional cost.
- Service provider has to ensure seamless integration of quoted hard and software products with applications and provide the material/services not mentioned but required to complete the solution without any additional cost.
- These cameras will be installed in pre identified critical plant areas where ESKOM has identified and instructed for these cameras to be deployed, and or to be moved to different locations as the need may arise.
- Any software and firmware upgrade, enhancement or engineering changes applicable to the hardware and software supplied should be provided for the 12-month period.
- Supplier to submit detailed BOQ (bill of quantities) inclusive of licenses of quoted products.
- Cameras to be miniature, moveable, high quality, high resolution, infrared & motion detection enabled, with the ability to view in real time and record all the activities even in zero light and dusty conditions, the viewing angle should not be less than 140 degrees.
- Cameras to be capable of continuous recording of camera footage to localised data memory cards with sufficient storage capacity, recording to be event motion detection driven.
- Clandestine Camera solution must include tracking of movements, verification, recognition and identification through high quality images of persons and objects. Cameras must be installed out of sight.
- Server and storage products for the video management software installation, configuration and implementation support shall be provided by the service provider, centralized storage capability with NVR making continuous recordings of all installed cameras for a 24hour 7-day period, hardware with adequate storage for a period of 60 days. Localized memory card recording capacity to be provided per camera to enable

centralized storage capability.

- A video management system (VMS) is the software which allows one to view and manage the CTTV cameras at multiple sites. It is the VMS which operators at the security control room will be using to receive alarms from sites, receive short clips of incidents and through which they will connect to remote sites to view live streaming video.
- Monitoring & viewing of the clandestine integrated camera surveillance system shall be done offsite at the Service provider corporate office control room equipped with the necessary architecture and be done on a 24-hour basis.
- The VMS shall allow for individual, password protected user rights.
- The primary purpose of the VMS shall be to view live footage. Due to network constraints the primary place for saved recordings shall be on site. However, for investigation and training purposes, it shall be possible for the VMS to record footage which has been streamed to the security control room and to export that footage.
- The VMS shall support simultaneous recording and streaming of footage.
- All recordings shall be electronically watermarked and show time and date.
- Monitoring & viewing of the clandestine integrated camera surveillance system shall be done offsite at the Service provider corporate office control room equipped with the necessary architecture and be done on a 24-hour basis.
- Video transmission will be transmitted over the cellular 4G network available at all the particular sites. Solution to be provided where network coverage is not strong enough to run the 4G GSM cameras continuously.
- The footage recorded shall be motion detected, the time of the actual event (however long motion is detected by the camera) and at least a 15 second post event time period. This recording shall be at the full resolution of the camera.
- Send a signal to the Security Control Room, including the zone that was triggered.
- Send short video clip / series of still pictures from the camera covering the zone where the alarm triggered to the security control room. This shall be at a resolution suitable for the communication medium used. The quality of the footage received at the security control room shall be such that the controller can clearly identify whether the intruder detection was triggered by a human (detection) and be of such quality that the person can be identified.

- Allow for the security control room to remotely access the site in order to stream live footage from the system. This live streaming may be at a lower resolution than the recorded footage but shall be of a high enough resolution to allow for observation by the controllers.
- Simultaneous recording on site and streaming to the security control room shall be possible.
- It shall be possible to stream video at a lower resolution and frame rate than the footage is recorded on site.
- Recording: Shall be such that identification can be achieved on cameras with identification as the purpose.
- All footage shall be time and date stamped
- It shall be possible to search events and recorded footage based on a combination of date, time, event and motion in a specific part of the camera's field of view
- The recording media shall be a removable, hot swappable and lockable.
- It shall be possible to 'flag' important footage so that it will not be overwritten.
- When the hard drive is full, the DVR shall continue to record by overwriting the oldest recordings first. Flagged footage shall not be overwritten.
- The camera surveillance system must allow for remote viewing capability of camera footage for designated Eskom representatives at each of the identified sites via cellphone, configuration / setting to be done by service provider at no additional cost. Web based app technology with user identification and cyber security preventions.
- The solution should ensure secure and ready video access from virtually anywhere on the network, selected personnel must be able to check the images of specific locations, people and events anytime, anywhere without reviewing multiple hours of video recordings.
- The camera surveillance system should capture, store and analyze digital video images to enable central and remote monitoring & viewing to increase operational efficiency, reduce liability, and minimize risk to security people & property.
- Power supply, battery operated cameras and UPS supply for all archiving facilities.
- All post incident investigations to have the ability to interrogate the camera's saved data to assist with the inquire / investigative process in terms of event, time, day, motion etc. as

and when required. System to provide for export selected video capability.

- Video analytic alarm must enable the software to trigger and pop-up real-time videos. The system must provide timestamping, synchronized to a GPS clock.
- Service provider will be responsible for providing all materials, equipment, installation, maintenance tools and services, specified or otherwise required for operation ability, maintainability & reliability of total material under these specifications. Work and materials shall be in compliance with all applicable, statutory regulations and safety requirements.
- Service provider to provide information pertaining to:
 - Technical architecture of proposed system
 - Complete bill of quantity
 - Complete data sheet
 - Complete material specification
 - Video management and software specification
 - Test records and commissioning documents on installation
- Service provider shall be accountable and responsible for the total solution for the period of 12 months from installation.
- CCTV surveillance system needs to enable the following sequence of events:
 - Event triggered movement of people through doors and within field of view area
 - Alarm triggered during any attempt to disarm the system by unauthorised user.
- The rules of law governing litigation and the proof of facts are the Law of Evidence. Substantive law lays down what has to be proved, the rules of evidence relate to the manner of proof. The law of evidence is part of the common law and has not been codified. In terms of the Criminal Procedure Act, 51 of 1977, the law of evidence in South Africa consists of English Law as it existed on 30 May 1961, except as amended by statute and interpreted by the courts.

For purposes of the admissibility of CCTV the statutes relating thereto are:

- Criminal Procedure Act, 51 of 1977;
- Law of Evidence Amendment Act, 54 of 1988.
- Electronic Communications and Transactions Act, 25 of 2002;
- The Constitution of South Africa

- Each site shall receive routine site maintenance 4 times per year (approximately 3 month's intervals between services).

4. Segregation of roles

- The clandestine miniature camera systems installation, monitoring, viewing & servicing to be separate from the Power stations current installed security systems.
- The monitoring and viewing will be done at the selected service provider offsite 24 hour equipped control room with the required technological capability, the camera system to allow for remote viewing capability for pre-selected Eskom representatives via cellphone.
- The responsible Eskom Security Manager shall exercise overall command of the Security systems installed on this contract on site as per the GM's instructions.

5. Pre- installation provisions

Prior to site deployment the following provisions are to be in place / and adhered to.

- All equipment installed shall be subject to the OEM warrantee.
- Contractor shall provide proof that technicians have been trained and certified to install and configure the CCTV equipment specified.
- Service provider to provide a detailed implementation plan including architecture diagram, strategy, approach, delivery of materials, specific issues and resolutions. Detailed implementation and post implementation processes and procedures.
- Service provider is to provide the configuration and installation of the hardware, deploying and installing the system software as per the requirements at no additional cost for the period of 12 months.
- Service provider to have multi-disciplinary teams readily available for the implementation of the solution at multiple sites simultaneously, tariffs for ad hoc activities to be provided separately
- Installation teams to be equipped with the required PPE inclusive of hard hats, safety shoes, safety goggles and ear protection.
- Service provider should be in a position to provide support for services including spare parts and required technical expertise.
- In order accurately analyze recordings of incidents, and for providing reliable evidence, recorded footage needs to be time stamped with an accurate date and time

stamp.

- The preferred method of time synchronization is using GPS. If a site has a GPS time signal, it should be used for the security system.

6. Areas to be covered

The areas to be covered are within the operational production units (generating plant) and are detailed below.

The following to be noted:

- Areas have extreme environmental challenges including dust, temperature and lighting.
- Installation will require brackets for the cameras, these areas to be returned to prior condition once brackets are removed on contract finalization.
- Recorded and stored information to be handed over to Eskom on contract completion without duplication being kept by service provider. Decommissioning of all archived and stored media will be required on completion of 12-month contract.
- Declaration of secrecy to be signed by all involved in the provision, installation, monitoring, and maintenance of system during the 12-month contract.
- A plant orientation will be conducted once the induction and access authorization processes have been completed.
- Areas have extreme environmental challenges including dust, temperature and lighting. All equipment shall be designed for application in 'special' environmental conditions as follows
 - Ambient air temperature: -25 °C to +55 °C (installed indoors); or -25 °C to +70 °C (installed outdoors, within enclosures).
 - Pollution: Location in urban areas with industrial activities and without special precautions to minimize the presence of sand or dust (conditions as per classes 3C2 and 3S2 in IEC 60721-3-3[12]).
 - Relative humidity (24h average): 98%
 - Added dust protection
 - Convection cooled (fan-less) equipment are preferred.

7. Commissioning of System

- Commissioning of the System includes adjusting all necessary settings to ensure that the installation meets the CCTV functional requirements. This requires explicit testing of the system including the simulation of incidents in all lighting conditions (sunrise, full sun, sunset, night). Commissioning tests include testing the interface between the CCTV system and the security control room (off site and on site).
- The site will not be accepted until Site Acceptance Tests prove that the installation meets all requirements as set out in the site-specific functional requirements.
- If the Site Acceptance Tests are not met after corrections have been made, the relevant contract defects process shall be followed.

8. Reporting and Communication

- All identified / informed of noteworthy incidents to be recorded in an electronic occurrence book when it happens and at least on an hourly basis.
- All potential incidents to be communicated to the designated 3rd party contractor whom ESKOM has employed to provide tactical response services.
- All identified / informed off incidents to be communicated to the relevant designated security personnel within ESKOM.
- Service Provider will regularly and for the duration of the contract submit daily, weekly and monthly reports to the Eskom Contracts Manager.

9. Business continuity management and Contingency plans

- The Service provider to ensure back up battery supply to cameras for duration of the 12-month period.
Required number of battery swaps during the 12-month period to be specified to accommodate the requirement.

10. Mandatory requirements

The following documentation is to be supplied by the Service provider on tendering:

- All mandatory registration and compliance documents shall be valid (not expired) at the

time of tender evaluation. All certified copies of documents provided shall not be older than 6 months at time of submission unless otherwise stated.

- Certified copy of Company registration certificate in the name of the company and company registration number.
- Certified copy of Company registration with PSIRA as accredited and registered service provider not older than 12 months.
- Certified copy of Company Directors PSIRA registration certificates at Grade A.
- Valid PSIRA letter of good standing not older than 90 days from date of issue.
- Confirmation of registration with the South African Intruder detection association (SAIDSA)
- Confirmation of COID letter of good standing not older than 12 months from date of issue.
- Safety file reviewed and approved prior to any work commencing on site
- Site induction to be attended prior to access granted to site
- Access authorization process (site permit)
- Personal protective equipment.

11. Safety Requirements

Contractual requirements mean the suppliers will submit the tender returnable during the tender close-out. The evaluation will take place once the mandatory and Functionality evaluation have been completed. Only the shortlisted suppliers who passed mandatory and functionality evaluation threshold will be evaluated. The suppliers will be given only ONE opportunity to submit the outstanding documents within 7 working days. Failure to submit the outstanding documents within the stipulated time; may result in the tenderer being regarded as non-responsive and ineligible for contract award.

The following will form part of the tender evaluation criteria (Note: these requirements are applicable to the tender phase only)

Occupational Health and Safety (OHS)

The following OHS requirements must be complied with:

Acknowledgement of Eskom's SHE rules, and requirements form (Annexure B) signed and submitted by the tenderer

Safety, Health and Environmental Plan aligned with the SHE Specification.

Baseline SHE Risk Assessment (BRA)

Valid Letter of Good Standing (COIDA or equivalent)

SHE policy signed by CEO/ MD

Health and Safety costing to include medical fitness assessments, risk-based PPE, applicable OHS training including working at heights training.

COVID-19 Management plan

Following the signing of the contract, the contractor must meet with Generation OHS professionals from the respective Eskom Business Unit to discuss the site and scope specific Occupational Health and Safety (OHS) requirements, and then prepare and submit the Health and Safety file for evaluation within the time frame agreed upon by the contractor and Eskom Business Unit. No work may begin until the Health and Safety file has been approved by the individual Business Unit's OHS personnel. For the length of the contract, the contractor shall adhere to the respective Business Unit's OHS, legal, and other requirements, as amended.

12. Non- Performance

Schedule of Deficiency and Penalties

NO.	DEFICIENCY	PENALTY
1	Loss of information	
2	Unavailability of video feed	
3	Unavailability of access to information	
4	Maintenance on defective cameras / video recording capability does not execute timeously	

13. Cessation, delegation and assignment

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

14. Ethics

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).

15. Confidentiality

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, the *Contractor* ensures that the provisions of disclosure are complied with by the recipient.

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.

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

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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

16. Contractual terms and Payments

Acceptance of the Contractor's Offer shall form an agreement between the *Employer* and the contractor upon the terms and conditions contained in this agreement.

Payment terms to be determined once Vendor registration process is finalized and the system indicates the type of payment term the supplier is approved for.

2. Specifications

List the specifications that apply to this contract. Some typical headings have been provided as a minimum; delete if not required or expand and include correct titles as applicable.

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
<u>Technical specifications:</u>		

3. Constraints on how the *Contractor* Provides the Service

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.
Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

3.1 Meetings

To be held weekly at first but may be moved to monthly once all is found to be in order.

3.2 Use of standard forms

N/A

3.3 Invoicing and payment

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

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508.
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

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

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

3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

3.5 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

3.6 BBEE and preferencing scheme

3.7 Cataloguing requirements by the Contractor

Task Order

Task Order No. [●] service .[●]

To: [●]

..... (Contractor)

(for *Employer*)

(for *Contractor*)

(for *Employer*)