



NEC3 Engineering & Construction Contract

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

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

**for The Design, Supply and Installation of a Video
Management System including all associated
Hardware, Software and Artificial Intelligence
Capability in the Gauteng Cluster**

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Part C1: Agreements & Contract Data

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C1.1 Form of Offer & Acceptance

Offer

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

The Design, Supply and Installation of a Video Management System including all associated Hardware, Software and Artificial Intelligence Capability in the Gauteng Cluster

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

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

Options A B, C or D	The offered total of the Prices exclusive of VAT is	R
Option E or F	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of

Date

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

witness

Tenderer’s CIDB registration number (if applicable)

C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X4: Parent company guarantee (if required)
		X5: Sectional Completion
		X7: Delay damages
		X13: Performance Bond (if required)
		X15: Limitation of <i>Contractor's</i> liability for design to reasonable skill and care
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Project Manager</i> is: (Name)	
	Address	
	Tel	
	Fax	

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER

	e-mail	[•]	
10.1	The <i>Supervisor</i> is: (Name)	[•]	
	Address	[•]	
	Tel No.	[•]	
	Fax No.	[•]	
	e-mail	[•]	
11.2(13)	The <i>works</i> are	The Design, Supply and Installation of a Video Management System including all associated Hardware, Software and Artificial Intelligence Capability in the Gauteng Cluster	
11.2(14)	The following matters will be included in the Risk Register		
11.2(15)	The <i>boundaries of the site</i> are	The Simulator Building, Eskom Academy of Learning	
11.2(16)	The Site Information is in	Part 4: Site Information	
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	1 weeks	
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBC	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Design of complete solution	TBC
		2 Relocation of existing VMS at Simmerpan to the Simulator Building	TBC
		3 Installation of complete system	TBC
		4 Testing and Commissioning	TBC
30.1	The <i>access dates</i> are:	Part of the Site	Date

		1	Simulator Building	TBC
		2	Simmerpan	TBC
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.		
31.2	The <i>starting date</i> is	TBC		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.			
4	Testing and Defects			
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the <i>works</i> .		
43.2	The <i>defect correction period</i> is	2 weeks		
	except that the <i>defect correction period</i> for	Imported product is 6 weeks		
	and the <i>defect correction period</i> for	Software programming is 3 weeks including testing		
5	Payment			
50.1	The <i>assessment interval</i> is	between the 15 th and 20th day of each successive month.		
51.1	The <i>currency of this contract</i> is the	South African Rand.		
51.2	The period within which payments are made is	4 Weeks from the date of submission of a Tax compliant invoice to Eskom Financial Shared Services		
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.		
6	Compensation events			
60.1(13)	The place where weather is to be recorded is:	Eskom Academy of Learning		
	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)		
		the number of days with rainfall more than 10 mm		
		the number of days with minimum air temperature less than 0 degrees Celsius		

the number of days with snow lying at 09:00 hours South African Time

and these measurements:

The *weather measurements* are supplied by

The contractor

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

The closest weather station

and which are available from:

the South African Weather Bureau and included in Annexure A to this Contract Data provided by the *Employer*

60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	N/A
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with activity schedule	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
11	Data for Option W1	
W1.1	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).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration.
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor

	body.			
	The place where arbitration is to be held is		Sandton South Africa	
	The person or organisation who will choose an arbitrator			
	- if the Parties cannot agree a choice or		the Chairman for the time being or his nominee	
	- if the arbitration procedure does not state who selects an arbitrator, is		of the Association of Arbitrators (Southern Africa) or its successor body.	
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is		A month before to tender closing	
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:		proportion	linked to index for
			0.59	CPI (Table D3)
			0.17	Labour (Table C3 (All hourly paid employees)
			0.07	Engineering input price indices (Table G1)
			0.02	CIPI: material purchases for whole industry (Table M-6)
			0.15	non-adjustable
	Total		1.00	
X2	Changes in the law		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X4	Parent company guarantee		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:		Section	Description
			1	Installation, commissioning and testing of VMS software & hardware
			2	
			3	
				Completion date
				TBC

X5 & X6	Sectional Completion and bonus for early Completion used together		
X6.1 X5.1	The bonuses for early Completion of the <i>sections</i> of the <i>works</i> are: Remainder of the <i>works</i>	<i>section</i> 1	Description Amount per day R R
X5 & X7	Sectional Completion and delay damages used together		
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are: Remainder of the <i>works</i> The total delay damages payable by the <i>Contractor</i> does not exceed:	<i>section</i> 1 15% of the total contract value	Description Amount per day R R
X7	Delay damages (but not if Option X5 is also used)		
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 5 000.00 per day up to a limit of 15% of the total contract value	
X13	Performance bond		
X13.1	The amount of the performance bond is	40% of the total contract value	
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill & care	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X16	Retention (not used with Option F)		
X16.1	The <i>retention free amount</i> is The <i>retention percentage</i> is	R0-00 5%	
X18	Limitation of liability		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	20% of the total contract value due to consequential loss incurred by the Employer due to any negligent act or conduct by the Contractor or any Contractor Employee which results in the afore mentioned consequential loss	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the deductibles relevant to the event	
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable	

		from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as at contract date.
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 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 which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), <ul style="list-style-type: none"> • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	<p>(i) 5 Years after the <i>defects date</i> for latent Defects and</p> <p>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</p> <p>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
Z	The <i>Additional conditions of contract</i> are	Z1 to Z15 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result	

of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Project Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any

portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Site;
- 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 *works*; and
- undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

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

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

Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer’s* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer’s* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete from the last sentence in core clause 61.3, “unless the *Project Manager* should have notified the event to the *Contractor* but did not”.

Z9 *Employer’s limitation of liability*

- Z9.1 The *Employer’s* liability to the *Contractor* for the *Contractor’s* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor’s* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer’s* liability under the indemnity is limited.

Z10 *Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":*

- Z10.1 or had a business rescue order granted against it.

Z11 *Addition to secondary Option X7 Delay damages (if applicable in this contract)*

- Z11.1 If the amount due for the *Contractor’s* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Contractor’s* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Z12 *Ethics*

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

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

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER**Action** Fraudulent Action or Obstructive Action.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 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.
- Z12.3 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.
- Z12.4 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.

Z13 Insurance**Z 13.1 Replace core clause 84 with the following:****Insurance cover 84**

- 84.1** 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.
- 84.2** The *Contractor* provides the insurances stated in the Insurance Table A.
- 84.3** The insurances provide cover for events which are at the *Contractor's* risk 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 to the works, Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u>Employer's property</u> 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

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	Employer's insurance
	<u>Other property</u>
	The replacement cost
	<u>Bodily injury to or death of a person</u>
	The amount required by 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

Z 13.2**Replace core clause 87 with the following:**

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

Z14 Nuclear Liability

Z14.1 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.

Z14.2 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*.

Z14.3 Subject to clause Z14.4 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*.

Z14.4 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.

Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 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.

Z15.1 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

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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.

- Z15.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z15.4 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.
- Z15.5 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.
- Z15.6 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.
- Z15.7 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.

Annexure A: One-in-ten-year-return *weather data* obtained from SA Weather Bureau for [weather station]

If any one of these *weather measurements* recorded within a calendar month, before the Completion Date for the whole of the *works* and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the *Contractor* may notify a compensation event.

	<i>Weather measurement</i>				
Month	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[•]	[•]	[•]	[•]	
February	[•]	[•]	[•]	[•]	
March	[•]	[•]	[•]	[•]	
April	[•]	[•]	[•]	[•]	
May	[•]	[•]	[•]	[•]	
June	[•]	[•]	[•]	[•]	
July	[•]	[•]	[•]	[•]	
August	[•]	[•]	[•]	[•]	
September	[•]	[•]	[•]	[•]	
October	[•]	[•]	[•]	[•]	
November	[•]	[•]	[•]	[•]	
December	[•]	[•]	[•]	[•]	

Only the difference between the more adverse recorded weather and the equivalent measurement given above is taken into account in assessing a compensation event.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-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 pages 156 to 158 of the ECC3 (April 2013) Guidance Notes.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see www.ecs.co.za

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11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is			
11.2(14)	The following matters will be included in the Risk Register			
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:			
31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in	(in figures) (in words), excluding VAT		
11.2(30)	The tendered total of the Prices is			
	Data for Schedules of Cost Components	Note “SCC” means Schedule of Cost Components starting on page 60, and “SSCC” means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is	Minus %		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated ‘cost to company of the employee’ and not selling rates. Please insert another schedule if foreign resources may also be used	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		

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63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	
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C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

- Option X4: Parent company guarantee
- Option X13: Performance Bond
- Option X14: Advanced payment to the *Contractor*

Each of these secondary Options requires a bond or guarantee "in the form set out in the Works Information". Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Works Information.

Option X16: Retention (not used with Option F)

The *Contractor* may provide a Retention Money Guarantee in the form stated here. When the *Employer* receives and accepts a Retention Money Guarantee exactly in the form stated he will instruct the *Project Manager* not to assess any amount be retained in terms of secondary Option X16.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement]

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

**Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg**

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd

(the *Employer*) and

{Insert registered name and address of the Contractor}

(the *Contractor*), for

{Insert details of the works from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Works in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Works, we hereby agree to cause to Provide the Works at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)	
Name(s) (printed)	
Position in parent company	
Signature of Witness(s)	
Name(s) (printed)	

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Bank reference number to be inserted]

Performance Bond – Demand Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

In this Guarantee the following words and expressions shall have the following meanings:-

“Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]

“Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]

“Contract” – means the written agreement relating to the Project, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])

“Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]

“Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].

“Expiry Date” - means the date on which the Defects Certificate is issued in terms of the Contract.

“Guaranteed Sum” - means the sum of R [●] ([●] Rand);

“Project” - means [insert if applicable.].

At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:

be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;

state the amount claimed (“the Demand Amount”);

state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.

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Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

is and shall be absolute provided demand is made in terms of this bond in all circumstances; and

is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

The Bank's obligations in terms of this Guarantee:

shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.

Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.

Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.

This Guarantee:

shall expire on the Expiry Date until which time it is irrevocable;

is, save as provided for in 0 above, personal to Eskom and is neither negotiable nor transferable;

shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

shall be regarded as a liquid document for the purpose of obtaining a court order; and

shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.

The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

Pro forma Advanced Payment Bond (for use with Option X14)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond)

**Eskom Holdings Limited
Megawatt Park
Maxwell Drive
Sandton
Johannesburg**

Date:

Dear Sirs,

Advanced Payment Bond for Contract No.

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Limited

(the *Employer*) and

{Insert registered name and address of the Contractor}

(the *Contractor*), for

{Insert details of the works from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the Surety

of physical address

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and proper repayment by the *Contractor* to the *Employer* of the advanced payment made by the *Employer* to the *Contractor* under the Contract, and for all losses and expenses that may be suffered or incurred by the *Employer* as a result of non-payment by the *Contractor*, subject to the following conditions

1. The terms *Employer*, *Contractor*, and the *works* have the meaning as assigned to them by the *conditions of contract* listed in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" "Revision of Accounts", "Cession of Action" and any other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this Advance Payment bond.
4. This bond expires on the date when the Surety receives a notice from the *Project Manager* stating that the advanced payment has been repaid to the *Employer* in terms of the Contract, or liquidated by deductions from other payments due to the *Contractor*.
5. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-

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performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

6. Our total liability hereunder shall not exceed the sum of (R) which is equal to the advance payment.
7. This Advanced Payment Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)	
Name(s) (printed)	
Position in Surety company	
Signature of Witness(s)	
Name(s) (printed)	

Pro forma Retention Money Guarantee (may be used when Option X16 applies)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Limited
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Bank reference number to be inserted]

Retention Money Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] : Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]
 - 1.3 "Contract" – means the written agreement relating to the Project, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 "Contractor" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 "Eskom" - means Eskom Holdings SOC Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30
 - 1.6 "Expiry Date" - means the date on which the Defects Certificate is issued in terms of the Contract.
 - 1.7 "Guaranteed Sum" - means the sum of R [●] ([●] Rand); [Drafting Note: Insert amount of Retention Money Guarantee.].
 - 1.8 "Project" - means the.....
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 be signed on behalf of Eskom by a director of Eskom or his authorised delegate.

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- 3.2 state the amount claimed ("the Demand Amount");
- 3.3 state that the Contractor has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract (and the nature of such defect(s)) alternatively that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 0 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____ Bank's seal or stamp

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Pro forma ASGI-SA Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings Limited
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Bank reference number to be inserted]

Pro-Forma ASGI-SA Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [●] [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 “Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]
 - 1.3 “Contract” – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 “Contractor’s ASGI-SA Obligations” – means the *Contractor’s* ASGI-SA Obligations under and as defined in the Contract.
 - 1.6 “Employer” - means Eskom Holdings Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/06.
 - 1.7 “Expiry Date” - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]
 - 1.8 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
 - 1.9 “Project” – means the
2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor’s* ASGI-SA Obligations and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
 - 3.1 state the amount claimed (“the Demand Amount”);

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- 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 0 above, personal to the *Employer* and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank’s seal or stamp

PART 2: PRICING DATA

ECC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, (ECC3) Option A states:

Identified and defined terms	11	
	11.2	(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

Link to the programme

Clause 31.4 states that "The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Ideally the tendering contractor will develop a high level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

Preparing the *activity schedule*

Generally it is the tendering contractor who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Contractor*:

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

An activity schedule could have the following format:

Item No.	Programme Reference	Activity description	Price

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER**C2.2 the *activity schedule***

Eskom Gauteng Cluster							
Video Management System							
Item	Reference Doc	Description	Comments	UoM	Quantity	Rate	Total
VMS Software & Hardware							
1.1	240-91190304	Design a scalable, intelligent enterprise VMS System with software (including anti-virus to Eskom Specs), Hardware, cabinets and all peripherals in accordance to Eskom Standards and as per scope of works including all cyber security requirements including multi-factor authentication requirements and OT/IT integration requirements. Design VMS storage servers to store recording for at least 30 days for 100 sites with 16 cameras per site. VMS software shall be able to cater for a minimum of 400 sites with 16 cameras per site. Server should be configured to incorporate SMTP protocol to send emails (dashboards and reports) to Eskom Corporate network selected email addresses.		each	1		
1.1.1	240-91190305	VMS AI license shall include: vehicle license plate detection, facial recognition, smoke and fire detection, line crossing, tag & Track, human vs animal filtering, object tracking including tag & Track, RFID capabilities, Objects in Area, Object Loitering, Objects Crossing Beam, Object Appears or Enters Area, Object Not Present in Area, Objects Enter Area, Objects Leave Area, Object Stops in Area, Direction Violate Tamper Detection. This should be a fixed once off license cost!		each	1		
1.2	240-91190304	Supply & Present detail design with presentations, documents, drawings for OT/IT governance approval		each	1		

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER

1.3	240-91190304	Supply a scalable, intelligent enterprise VMS System with software (including -anti-virus), Hardware, cabinets and all peripherals in accordance to Eskom Standards and as per scope of works. VMS shall be able to cater for a minimum of 400 sites with 16 cameras per site. Supply VMS system with AI capabilities as per 1.1.1. Server should be configured to incorporate SMTP protocol to send emails(dashboards and reports) to Eskom Corporate network selected email addresses.		each	1		
1.4	240-91190305	Supply scalable VMS Storage Servers (SSD's) to store footage for 100 sites with 16 cameras per site for a period of 30 days. Storage servers will be installed in the server room.		each	1		
1.5	240-91190304	Install a scalable, intelligent enterprise VMS System with software, Hardware, cabinets and all peripherals in accordance to Eskom Standards and as per scope of works. VMS system shall be able to cater for a minimum of 400 sites with 16 cameras per site. Install VMS system with AI capabilities as per 1.1.1. Server should be configured to incorporate SMTP protocol to send emails(dashboards and reports) to Eskom Corporate network selected email addresses.		each	1		
1.6	240-91190304	Install scalable VMS Storage Servers (SSD's) to store footage for 100 sites with 16 cameras per site for a period of 30 days. Storage servers will be installed in the server room.		each	1		
1.8		<i>Supply & Install Switches to completed the design- Cisco Catalyst 9200 Switch Series- C9200L-48T-4X with dual power supplies; software required to complete architecture design and complete fixed once off licensing.</i>		<i>each</i>	2		
1.9		<i>Supply, Install, commission & configure Firewalls with DMZ's as per architecture- Cisco Firepower 2120 Master Bundle FPR 2120 NGFW-K9</i>		<i>each</i>	2		
1.9.1		<i>Supply & Install -CON-SNT-FPR21GFN (SNTC-8X5XNBD Cisco-Firepower 2120 NGFW Appliance 1U</i>		<i>each</i>	2		
1.9.2		<i>Supply & Install CAB-ACSA (AC Power Cord (South Africa),C13, BS 546, 1.8m)</i>		<i>each</i>	2		
1.9.3		<i>Supply & Install -SF-F2K-TD6.6-K9 (Cisco Firepower Threat Defense software v6.6 for FPR2100</i>		<i>each</i>	2		
1.9.4		<i>Supply & Install -FPR2K-SSD100 (Firepower 2000 Series SSD for FOR-2110-2120</i>		<i>each</i>	2		
1.9.5		<i>FPR2K-SSD-BBLKD (Firepower 2000 Series SSD Slot Carrier</i>		<i>each</i>	2		
1.9.6		<i>L-FPR2120T-TMC= (Cisco FPR2120 Threat Defense Threat, Malware & URL License</i>		<i>each</i>	2		

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER

1.9.7		Defense Threat, Malware and URL License)		each	2		
1.9.8		L-FPR2120T-TMC-3Y (Cisco FPR2120 Threat Defense Threat, Malware & URL 3 Y Subscription		each	2		
		1.10- 1.11.21-Supply only					
1.10		Supply- ISA-3000-2C2F-FTD (ISA 3000 2 copper 2 fiber ports FTD Firepower Unified Image- Site Firewall		each	4		
1.10.1		Supply-CON-SNT-ISA3002D (SNTC-8X5XNBD ISA 3000 2copper 2 fibre ports FTD Vire		each	4		
1.10.2		Supply-ISA-FTD6.6-K9 (Cisco FTD unified software v6.6 for ISA3000		each	4		
1.10.3		IOT-UTILITIES (Utilities Industry Solutions; For tracking only		each	4		
1.10.4		IOT-UTIL-OTHER (Not related to an IoT Utilities Solution; For tracking		each	4		
1.11		Supply-Cisco Catalyst IR8340 Rugged Router [IR8340-K9]		each	3		
1.11.1		SNTC-8X5XNBD Cisco Catalyst IR8340 Rugged Router [CON-SNT-IR8340AK]		each	3		
1.11.2		Cisco DNA Essentials On-Prem Lic 3Y - up to 25M(Aggr,50M) [DNA-P-T0-E-3Y]		each	3		
1.11.3		Solution Support for SW - DNA Essentials OnPrem Lic, T0, 3Y[SVS-PDNA-T0-E3Y]		each	3		
1.11.4		Low DC (24/48VDC) Power Supply [PWR-RGD-LOWDC]		each	6		
1.11.5		ROUTER Optical SFP: GLC-LH-SMD=		each	3		
1.11.6		ASR-903U		each	1		
1.11.7		CON-SNT-ASR903		each	1		
1.11.8		A900-RSP3C-400-S		each	2		
1.11.9		SLASR903U-A		each	1		
1.11.10		A903-RCKMNT-19IN		each	1		
1.11.11		A903-CABLE-GUIDE		each	1		
1.11.12		A900-CONS-KIT-S		each	1		
1.11.13		A900-IMA8S		each	2		
1.11.14		GLC-LH-SMD=		each	2		
1.11.15		GLC-TE; SFP; I/P ETHERNET; O/P 1GB		each	1		
1.11.16		A903-FAN-E		each	1		
1.11.17		A903-FAN-F		each	1		

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER

1.11.18		A900-PWR900-D2		each	2		
1.11.19		EPNM-F-SM-SRTM		each	1		
1.11.20		SD-SSNK-EPNMFMMR		each	1		
1.11.21		EPNM-F-SM1-SRTMSIA		each	1		
1.12	240-91190304	Design, Supply and install a remote access security server, as per architecture, with antivirus software, software & Licensing(fixed), for updates, patch management, malware management		each	1		
1.13		Supply and install a jump server as per proposed architecture with software with windows-based operating system.		each	1		
Video Wall							
2.1	240-91190304 & EPSUIP-606253	Design a Video Wall (including screens, cabling, frame and cooling) as per Eskom Standards		each	1		
2.2	240-91190304 & EPSUIP- 606253	Supply a Video Wall (including screens, cabling, frame, cooling, etc.) as per Eskom Standards		each	1		
2.3	240-91190304 & EPSUIP- 606253	Install a Video Wall (including screens, cabling, frame and cooling, etc.) as per Eskom Standards		each	1		
Existing VMS							
3.1	240-91190304	Relocate existing VMS including hardware & Screens Eskom Simmerpan to new server room from		each	1		
3.2	240-91190304	Install & Commission existing VMS including all Hardware & Screens at the new Alpha Control Server room at EAL to new server room. Screens to be installed facing operators.		each	1		
Commissioning & Testing of VMS System							
4.1	240-91190304	Commission and test new VMS System		each	1		
4.2	240-91190304	Commission and Test integration of existing VMS with new VMS at EAL		each	1		

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER

Server Room

5.1	240-91190304	Design the server room in accordance to Eskom Standards and SANS Standards including the fire suppression, electrical works, extraction, cooling, cabling, biometric access, cameras, etc.		each	1		
5.2	240-91190304	Supply & Install all equipment and material for the cooling, extraction, camera's, equipment, biometric access etc. connecting		each	1		
5.3	SANS Standards	Close off Sprinklers & overhead HVAC. Provide CoC.		each	1		
5.4	SANS Standards	Supply & Install 2 x air conditioners for redundancy together with IED for the control room to monitor the temperature in the room. Temperature in the room to be displayed on the video wall and linked to building BMS.		each	1		
5.5	SANS Standards	Design, Supply and install Biometric access for the server room		each	1		
5.6	240-91190304	Design, Supply and install cameras in the server room.		each	1		
5.7	SANS Standards	Design, Supply & install a separate electrical Distribution Board (DB) in the Server room and cable from the main DB to the new DB. Aircon's, new plug points for servers, plug points for controllers' desks and spare desks, access control, video wall, etc. to be installed to this new DB. CoC to be supplied.		each	1		
5.8	SANS Standards	Supply & Install the fire suppression system and extraction. CoC to be provided		each	1		
5.9	SANS Standards	Demolish partitioning between two walls, close of one access door to the new server room by installing drywalling, painting and finishing to match the room colour. Extend painting to entire wall to avoid patches being shown.		each	1		
5.1	SANS Standards	Supply and install raised anti-static flooring for the server room.		each	1		

UPS

6.1	240-91190304;240-118870219	Design a UPS(4hrs) system, including batteries (lithium ion), in accordance to Eskom Standards to supply the control room, including emergency lighting, and server room to ensure continuity of supply.		each	1		
6.2	240-91190304; 240-118870219	Supply a UPS(4hrs) system, together with batteries (Lithium-ion), in accordance to Eskom Standards to supply the control room and server room to ensure continuity of supply.		each	1		

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER

6.3	240-91190304; 240-118870219	Install a UPS(4hrs) system, together with batteries (Lithium Ion), in accordance to Eskom Standards to supply the control room and server room to ensure continuity of supply.		each	1		
Control Room							
7.1	240-91190304	Design Biometric access and video cameras (inside & outside the room to cover all entrances and exits, the video wall and controllers' desk)		each	1		
7.2	240-91190304	Supply Biometric access and video cameras (inside & outside the room to cover all entrances and exits, the video wall and controllers' desk)		each	1		
7.3	240-91190304	Install Biometric access and video cameras (inside & outside the room to cover all entrances and exits, the video wall and controllers' desk)		each	1		
7.4	240-91190304	Supply & Install all furniture as per proposed layout in accordance to Eskom's standards. Controller's desks (with 5 operators chairs) and 2 x 4 way-seating desks together with all chairs.		each	1		
7.5	240-91190304	Supply all cabling, including electrical cabling; lan cables & plug points, to all equipment & Desks to ensure a fully wired and complete VMS System. This should include the cabling to the screens relocated from Simmerpan.		each	1		
7.6	240-91190304	Install all cabling, including electrical cabling; lan cables & plug points, to all equipment & Desks to ensure a fully wired and complete VMS System. This should include the cabling to the screens relocated from Simmerpan.		each	1		
7.7	240-91190304	Replace doors with emergency exit doors (as per illustration drawing)		each	3		
7.8	240-91190304	Replace the room entry double doors with secure doors.		each	1		
7.9	SANS Standards	Design, supply & Install emergency lighting for the control room and Server room. Emergency lighting should be fed from the UPS and should cater for adequate coverage for continuation of operations.		each	1		
CCTV Surveillance System with Artificial Intelligence Capabilities							

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER

8.1	240-91190304;240-86738968	Design an intelligent CCTV surveillance system, together with a UPS(12hrs battery capacity with Lithium Ion batteries) for each Substation Site. NVR at station should be able to store at least 30 days of footage.		each	4		
8.1.1	240-91190304;240-86738968	CCTV AI License shall include license plate detection for camera at the entrance, facial recognition, smoke and fire detection around the yard, , tag & Track, human vs animal filtering, object tracking including tag & Track, Objects in Area,		each	4		
		Object Loitering, Objects Crossing Beam, Object Appears or Enters Area, Object Not Present in Area, Objects Enter Area, Objects Leave Area, Direction Violate & Tamper Detection					
8.2	240-91190304	Supply and install a 2-way PA system per site and link to control room VMS.		each	4		
		Separate the security Lighting from the operating lighting and link to the control room VMS to enable the controller to control lights remotely. CoC to be provided					
8.3	240-91190304			each	4		
8.2	240-91190304;240-86738968	Supply an intelligent CCTV surveillance system, together with a UPS (12hrs battery capacity with Lithium Ion batteries) for each Substation Site. NVR at station should be able to store at least 30 days of footage. .		each	4		
8.3	240-91190304;240-86738968	Install an intelligent CCTV surveillance system, together with a UPS (12hrs battery capacity with Lithium Ion batteries) for each Substation Site. NVR at station should be able to store at least 30 days of footage. .		each	4		
8.4	240-91190304;240-86738968	Test & Commission the CCTV systems sites to the Regional Control Centre		each	4		
8.5		Supply & Install a 128GB micro SD memory card per camera.		each	1		
8.6	Regulations	Supply and install adequate warning signs at each site to ensure there is compliance to regulations		each	4		
Connection of RDC							
9.1		Upgrade and connection of the RDC surveillance systems to the existing		each	1		

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER

		control room					
		A detailed cost breakdown to be submitted with the tender submission					
Warranty & Training							
10.1	240-91190304	Fixed once of License for VMS system and camera's		each	1		
10.2	240-91190304	3-year replacement warranty on all equipment		each	1		
10.3	240-91190304	3-year maintenance, repairs, support & upgrade on all equipment		each	1		
10.4	240-91190304	Training on CCTV design (4 people); installation, maintenance & Repairs(4);operating(10) and super user(2)for a period of 18 months on an ad-hoc basis.		each	1		
TOTAL							

ESKOM HOLDINGS SOC Ltd CONTRACT NUMBER _____
THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER

ESKOM HOLDINGS SOC Ltd CONTRACT NUMBER _____
THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER

C3.1: EMPLOYER'S WORKS INFORMATION

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Description of the works

Executive overview

The works involves the design, supply, and installation of a scalable, intelligent Video Management System (VMS) in line with the following standards and specifications:

- 1.1.1 All applicable SANS Standards.
- 1.1.2 Eskom standard 240-91190304 Specification for CCTV Surveillance with Intruder Detection.
- 1.1.3 Eskom's Cyber security requirements (240-55410927).
- 1.1.4 EPSUIP-606-253 – Generic Design Specifications for Control Centres.
- 1.1.5 Specification for Integrated Security Alarm System for Protection of Eskom Installations and its Subsidiaries (240-86738968).
- 1.1.6 Standby Power Systems Topology and Autonomy for Eskom Sites (240-118870219).

Employer's objectives and purpose of the works

Eskom substations are key to ensure continuous supply of electricity to the customers. In recent years the theft and vandalism of Eskom assets has negatively affected this continuous supply of electricity. Hence it is critical to ensure that the substations are protected against theft and vandalism. The ability to monitor the substations with the aid of CCTV surveillance system and video management system continuously will aid in minimising the theft and vandalism.

Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
CPM	Control Plant Maintenance
DVR	Digital Video Recorders
NVR	Network Video Recorders
VMS	Video Management System
ISMS	Integrated Security Management System
CCTV	Closed-circuit television
AI	Artificial intelligence

Management and start up.

Management meetings

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

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Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register, compensation events and Technical	Weekly on <u>TBA</u> at 09h00	Simulator Building	Employer, Contractor, Project Manager, Supervisor, Quantity Surveyor.
Overall contract progress and feedback	Monthly on at 09h00	Simulator Building	<i>Employer, Contractor, Supervisor, Project Manager, Quantity Surveyor, and other relevant Stakeholders.</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings shall be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself. All communication from the Contractor must be addressed to the Employer, Project Manager and Supervisor where relevant and distributed to all previously mentioned Employer parties.

The Contractor will confirm which of its parties are to receive communications from the Employer, Project Manager and Supervisor and the communication protocols followed.

Escalation protocols from either party must also be stated and agreed at the kick off meeting




Health and safety risk management

The Contractor shall control his activities and processes in accordance with the Occupational Health & Safety Act, No. 85 of 1993 and Eskom's Construction Safety, Health and Environmental Management 32-136, Safety, Health, Environment and Quality Policy, EPC32-727 and SHE Requirements for the Eskom Commercial Process, ST32-726. The Contractor shall comply with the health and safety requirements contained in Section 1.3.2 of this Works Information.

The Contractors Project SHEQ File is to be updated on a continuous basis. The Contractor is to ensure that all relevant documentation and authorisations are contained in the file pertaining to the project. Upon completion of the project, the Contractor is to convert all documentation contained in the SHEQ file into electronic format and save it as a PDF File. The file name should contain the name of the Contractor and the project. The file should then be saved onto a disk or removal storage device and handed over to the Project Coordinator or Project Manager upon completion of the project.

No.	Unique Identifier	Revision	Document Title
1	32-136	4	Contractor Health and Safety Requirements

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			 32-136 New Rev 2023.pdf
2	240-77471499	2	Annexure B: Acknowledgement Form for Eskom SHE Rules and other Requirements.  240-77471499 (2) Annexure B.pdf
3	240-73198174		SHE Specification Technical Work  SHE Spec EAL Video Management System

Environmental constraints and management

The Contractor shall control his activities and processes in accordance with Environmental Requirements for the Procurement of Assets, Goods and Services, TST41-120 Rev. 2. The Eskom Environmental Management Plan provides the aspects and impacts that will require management and must be followed strictly. The Contractor is to prepare a site/factory specific separate EMP for all environmental concerns that might arise and any changes to the approved plan shall be reported and be approved by the Eskom Environmental Representative and Project Manager prior to the commencement of work.

In addition, the Contractor is required to ensure that all goods, services or works supplied in terms of this Works Information also conform to all applicable environment legislation(s), Safety, Health, Environment and Quality Policy, EPC32-727; SHE Requirements for the Eskom Commercial Process, ST32-726; (and additional requirements). The Contractor shall comply with the environmental criteria and constraints stated in Section 1.3.2.

When required, the Contractor must ensure that all Subcontractors' EMP comply with legal and other requirements and also includes all the environmental risks associated with the scope of work. The Main (Principal) Contractor shall define the specific risks applicable to the Subcontractor's scope of work or supply of kiosks.

The Contractor is to send a flash report for any environmental incidents that have occurred on site as soon as possible or within 24 hours to the Eskom Environmental Representative and Project Manager clearly stating any impact to the environment.

No environmental records shall be destroyed or discarded by the Contractor. Eskom as the Employer and the Contractor shall agree that the Contractor retains certain environmental records. Waste generated during the course of the project must be disposed at a registered site and the Contractor shall retain records of disposal.

Deviations from these requirements will be regarded as a non-conformance. Should there be concerns regarding environmental performance and non-conformance to environmental requirements, management engagements and interventions will be introduced to determine a means to addressing the shortfalls. Once these interventions have been explored and exhausted, then the Eskom Supplier Disciplinary Process will be followed.

The cost to the Contractor to obtain permits should it become necessary to cut a protected tree, ensure that waste is disposed of on a permitted, legal waste site and all relevant costs payable to dumping site as well as safe storage of all equipment which will be removed and replaced from site which will be transported upon instruction to the nearest designated disposal site within the Gauteng Operating Unit.

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The *Contractor* shall comply with the environmental criteria and constraints listed in document **Identifier: 240-DX-GP-003T Rev:1 Title: Final Environmental Criteria Video Management and Integrated Security Management System**



Copy of
Environmental specifications

Quality assurance requirements

Contractor shall develop and implement processes and procedures which efficiently and effectively monitor, verify and document Quality of Scope of Work deliverables. Contractor shall ensure that Subcontractor QCP/ITP's are prepared at a level of detail sufficient to address all Quality Control related activities in chronological order, from contract review through materials verification, manufacturing, fabrication, assembly, final testing, documentation, and certification.

Where activities subject to Inspection and Test procedures are to be undertaken by a Subcontractor, the QCP/ITP shall make reference to this fact and shall include descriptive details of Subcontractors involvement. A separate QCP/ITP shall be required for each Subcontractor Scope of Work.


Contractor may authorise use of Subcontractor QCP/ITP format providing it is in compliance with the above. Contractor shall be ultimately responsible for the development and proper implementation of all Subcontractor QCP/ITPs, including those reviewed or developed by Subcontractors.

Eskom reserves the right to select witness and hold points within all developed Subcontractor QCP/ITPs for Eskom oversight of selected functions and to perform surveillance or audits of the Work.





Contractor shall establish processes and procedures for formal assessment of Subcontractor inspection and testing programs. These shall include review of Subcontractor inspection reports and other Quality Control documentation. Additional formal assessment of manufacturing, fabrication and assembly facility operations shall be conducted by Contractor to ensure continuing suitability, adequacy and effectiveness of the Subcontractor inspection and testing programs. Assessment frequency shall be established in consideration of Subcontractor Scope of Work, Criticality of Scope of Work deliverables and performance information. Assessment scope and schedule shall be developed in consultation with Eskom.

Mandatory pre-inspection meetings will be convened by Eskom or its Inspection Agency or AIA to be attended by the Contractor and Subcontractors representatives, including their Quality representatives who will be involved with the Works and records to be kept.

Eskom reserves the right to appoint resident quality inspectors that can be based at the Contractor or Subcontractor's premises and on site where the work is being performed. The Contractor is expected to provide workspace at no cost to Eskom, for the inspector as required.

No.	Unique Identifier	Revision	Document Title
1	240-12248652	7	Supplier Quality Management: List of Tender Returnables Documents  240-12248652 (Rev 7)_List of Tender Returnables Documents
2	240-68099512	9	(Form A) Tender & Contract Quality Requirements For 240-105658000 And Quality Requirements For Iso

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			9001 Standard  240-68099512 (Rev 9) Form A Tender Coi
3	240-105658000	3	Supplier Quality Management: Specification  240-105658000 Supplier Quality Mani
4	240-109253302	2	Quality Control Plan / Inspection and Test Plan (QCP/ITP)  240-109253302 _ Quality Control Plan c
5	240-109253698	3	Template for a Typical Contract Quality Plan  240-109253698 CQP Template 2021.docx

Programming constraints

A comprehensive and fully detailed programme is to be submitted within the seven (7) days after the introductory meeting and should indicate all milestones and critical dates. This programme must first be approved by the Project Manager and must be updated on an as and when required basis by the Project Manager.

The following dates shall be clearly reflected on the programme:

- Starting and completion dates for all activities as well as relevant key dates for hold or witness points. All relevant significant activities shall be shown in order to monitor the progress in the factory/workshop.
- The programme shall also reflect a 2-week period for inspection and correcting of Defects before the completion date.

Updated programmes must be available at all meetings reflecting progress to date and the date when delivery will take place through the use of task orders.

FORMAT OF THE PROGRAM

- The Contractor shall submit his construction program in terms of the conditions of contract.
- The Contractor is to submit a revised programme for acceptance at each site meeting.
- This program shall be in the form of an approved Gantt Chart containing the following information:
 - All construction activities, including milestones, initial tasks, critical path, required Outages, and target Dates. All potential risk activities should be clearly indicated on the critical path.
 - Every activity on the programme will be clearly linked to labour resources and equipment required to perform the specific activity.
 - Projected weekly progress on site for the entire duration of the contract.
 - Completion and hand-over Dates for formal inspection by the site supervisor must be indicated.

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- A column showing the daily tempo of all the construction activities must be indicated next to the activity on the programme.
- Project expenditure on a monthly basis for the entire duration of the contract.
- The following project phases and activities are minimum requirements for the programme:
 - Site Establishment and Material Delivery – Lead times to be specified.
 - Preparation work – Work that can be completed without the necessity of power outages.
 - Outage work – Work that must be completed under outage conditions.
 - Planned outages to be included in the programme.
 - Contractors float to be included in the programme.
- The Contract Program will be on display in the Contractors Site Offices and will be updated weekly. In addition to the maintaining of this programme, the Contractor will report progress to the Project Manager at each site meeting or at request of the Project Manager.
- The Contractor shall also provide an organisation chart showing the personnel to be employed for the works, along with a detailed CV of all key personnel.
- Should any deviations to the program be found the Contractor shall submit a revised program to the Project Manager within one week of such deviations being brought to the Contractor's attention.
- The Outages must be arranged with Employer via the Outage arrangement procedures, as a pre-requisite for the acceptance of the programme by the Project Manager.
- Acceptance of any program by the Project Manager shall have no contractual status other than an indication that the Project Manager is satisfied as to the order in which the work is to be carried out, and that the Contractor undertakes to perform all work in accordance with the accepted program.
- The Project Manager retains the right to alter the accepted program should circumstances on site necessitate such a change.

OTHER INFORMATION TO BE SHOWN ON THE PROGRAM.

The following Statutory non-working days are included within the contract period:

- All Public Holidays for the duration of the contract.
- The programme must clearly indicate the non-working days for the entire construction period.

Contractor's management, supervision and key people

The Contractor is to submit an organogram showing all key people involved in the contract 7 days after contract award. All key personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file. This would be essential if the Contractor is a Joint Venture.

Invoicing and payment

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

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd and include on each invoice the following information:

Name and address of the *Contractor* and the *Project Manager*;

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number 4740101508;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER**Insurance provided by the *Employer***

As stated in the General ACAR Confirmation Insurance



Confirmation of
insurance cover - Esk

Contract change management

Compensation Events that are not paid from a contingency fund are subject to Eskom's Governance approval process. Extended periods for approval might be required, and in such instances, the Project Manager and the Contractor must agree on the extended approval periods where applicable.

Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

Records of Defined Cost, payments & assessments of compensation events to be kept by the *Contractor*

All records of defined costs are to be filed according to event numbers and kept on site for ease of access by the Project Manager.

Training workshops and technology transfer

The obligation for technology transfer being included as part of this contract on Completion of the Works is to train Eskom Staff and/or other Contractors on the use and maintenance of the system.

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Engineering and the *Contractor's* design

Employer's design

The Employer will not be providing any design but will provide Standards and Specifications as stated in 1.1.

Parts of the *works* which the *Contractor* is to design

Refer to Section. 3 of the Scope of Work Document for all scope to be designed.



Scope of Work
Enterprise VMS__06.p

Video Management and Integrated Security Management System

The Contractor:

- Design, supply and install a scalable ISMS and VMS with hardware, software(including anti-virus) and all peripherals as per Eskom & International standards and Specifications.
- Design, supply and Install a Video Wall.
- Data Analytics capability to be incorporated into VMS as per Eskom standard 240-91190304 Specification for CCTV Surveillance with Intruder Detection. VMS AI licence shall include :vehicle licence plate detection , facial recognition, smoke and fire detection, line crossing, tag & Track, human vs animal filtering, object tracking including tag & Track, RFID capabilities, Objects in Area, Object Loitering, Objects Crossing Beam, Object Appears or Enters Area, Object Not Present in Area, Objects Enter Area, Objects Leave Area, Object Stops in Area, Direction Violate, Tamper Detection, alarm activation on perimeter fence and appearance search
- Shall relocate the existing VMS, from Simmerpan, to the new server room in Eskom college and design to integrate with new VMS.
- The contractor shall test and ensure full compatibility with new and existing VMS and surveillance infrastructure.
- Ensure a Fixed once off Licence costs for VMS, Cameras and AI technology on all apparatus supplied and installed.
- The VMS & ISMS system shall be able to store at least 60 days of footage for up to 100 stations with 16 camera's each per station.
- Shall Supply and install all cabling (including fibre where required), electrical & IT Cabling to ensure a completed and functional VMS system.
- VMS & ISMS system shall be capable of creating customisable reports and dashboards with options of selecting the frequency of reporting via email.
- Ensure compliance to all Cyber Security Design requirements as per Eskom Standards.
- All alarms shall be stored for a minimum period of 60 days.

Augmented other features of the VMS as follows:

- The VMS shall provide alarm management integration with the access control systems that shall automatically display cameras in response to alarm and/or event inputs.
- The alarm management feature shall allow either an automatic or a manual reset of an alarmed video input.
- Multiple modes of alarm processing via programming shall be supported within the same system.

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER**Server Room**

The Contractor:

- Shall Design, build and fit the server room in accordance with Eskom and International Standards. This will include redesign, supplying and installing of the cooling systems, fire suppression and extraction systems for the room.
- Shall Design, supply and install a UPS system fit to supply the VMS Hardware, IT equipment (routers, Firewalls, computers and DMZ) and all screens in accordance to Eskom's standards) including the batteries.
- Shall supply and install all cabling to be supplied and fitted from IT cabinets and Telecoms hardware to ensure a complete system is installed and commissioned.
- Shall ensure all Electrical works to be designed, supplied and installed by a suitably qualified and accredited contractor. Installation of a distribution box is required for the connection of all equipment in the server room and control room. Contractor to install cabling from the building main DB to the new DB. All cabling to be neatly installed and hidden.

IT

- Design, supply, install & configure all related IT infrastructure for the proposed OT & IT integration as per the standard VMS architecture.

Control Room

The Contractor:

- Shall design, supply, build and fit the new control room in accordance to Eskom standards and international best practices and standards.
- Shall design, supply and install all furniture and accessories to complete the new control room in accordance with EPSUIP-606-253- Generic Design Specifications for Control Centres.
- Shall replace all carpets with same make and type currently in the room.
- Shall replace the blinds in the room.
- Shall install emergency lighting, cameras and biometric access.

Eskom Telecoms

- Supply, deliver and install all terminal equipment to ensure complete commissioning of end-to-end fibre installation, link to microwave towers, GPRS link and satellite links.
- Design, supply and install Eskom Telecoms Equipment between the 4(Babelegi Main, Moroka Main, Germiston North & Sandpit Substations) x sites and the Server room.
- Test & Commission OT Firewalls and all other equipment.

CCTV surveillance system with artificial intelligence capabilities

Design, supply and install camera Infrastructure at 4(Babelegi Main, Moroka Main, Germiston North & Sandpit Substations) sites as per Eskom Standards

The Contractor:

- Shall ensure that the NVR should be able to store at least 30 days of footage.
- Shall design the system considering the erratic network bandwidth issues and reliability of the system.
- Shall supply and install a 128GB SD memory card per camera.
- Shall design the system to ensure Data Analytic capabilities are programmed into the cameras which includes the following:
 - AI licence shall include: vehicle licence plate detection, facial recognition, smoke and fire detection, line crossing, tag & Track, human vs animal filtering, object tracking including tag & Track, RFID capabilities, Objects in Area, Object Loitering, Objects Crossing Beam, Object Appears or Enters Area, Object Not Present in Area, Objects Enter Area, Objects Leave Area, Object Stops in Area, Direction Violate Tamper Detection, alarm activation on perimeter fence and appearance search
 - This shall be a fixed once off licence cost!
- Shall provide training on installation, maintenance, functioning of the system and operator training. No. of people for training over an 18-month period.
 - Design Training- 4
 - Installation, Maintenance & Repairs-4
 - Operating of system-10

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- Super User (including system updates, Patch Management)- 2
- Shall test and ensure full compatibility with new and existing infrastructure.

Access Control

- Install biometric reader terminals with IK08 rating.
- The reader should come with embedded integration capabilities with the Integrated Security Management System to manage compliance requirements related to tracking and notifications of authorisations, medical surveillance programme, drivers licence renewal, etc.
- The device must be able to read cards, accept PIN's, Bluetooth and be compatible with MIFARE Classic, Plus, and DESFire card technologies.

Integrated Security Management

The Integrated Security Management System must meet or surpass the following aspects:

- Design, supply, installation and commissioning of all equipment for the IP based access control system.
- The access control system shall be fully integrated with the IP Surveillance and shall allow monitoring of all access control events and alarms and to trigger the IP Surveillance camera and display the designated video images of door, fence zone and/or gate to the operator terminals.
- The system shall provide a means to control access through nominated doors having door status monitoring and biometric access control readers.
- Access rights, associated with the presented fingerprint, Bluetooth device, or card shall be checked for validity based on token or identifier, access area, access time and any other access management function defined in this specification as stored in the intelligent field controllers.
- Access shall be granted or denied, dependent on the access privilege.
- Access rights shall be programmed in a variety of ways to allow flexibility.
- The fire escape doors shall be fitted with local sounders that will activate if the door is opened. The software shall be installed on a dedicated server in the server room.
- The software shall support multiple access groups where each access group contains a list of control points to which a user has authorized access. The system shall allow authorized operators to enable, disable, or edit access control parameters (e.g., time zone control, holidays) of each access group.
- The system shall allow any user to be included in one or several access groups.
- Multiple programmable time schedules shall be provided for full flexibility in the automatic locking and unlocking of buildings, as well as for controlling all users on combined time schedules and access groups. Time schedules shall include holiday facilities.
- The Contractor shall be responsible for all software, utilities, and data backup, up and until the hand over date and the full 36 months thereafter.
- Assigned passwords shall define the levels of system operation for each individual operator. System operation for individual operators shall include, but not be limited to, restricted times for login. Operator actions range from basic monitoring to full control of the system, including programming.

The following access levels are required:

- Operator - Accept alarms; print alarm reports.
- Manager - Enquiries from databases and printing; this level also includes the permissions of the previous level.
- Programmer- Access to all software to alter contents of software package.
- Typical Alarms: The system must provide or surpass the following alarm reports per facility:

Type of alarm	Location	Response
Insecure doors	All controlled monitored doors	Alarm
Non-Valid Card	All Card readers	Alarm

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Tamper	All Controllers	Alarm
Pass-back	All Controllers	Alarm
Comms Failure	All Readers	Card Fault

Graphical User Interface (GUI).

- Each floor of a building and the site shall be graphically displayed on the access control workstation indicating each door monitored, each card reader, surveillance camera, etc. position.
- The site layout shall normally be displayed with an automatic switching function to the floor/area under alarm condition.
- Graphical maps to be included within the initial configuration shall show the following in detail:
 - Site plan showing all buildings, perimeter fence, locations of all alarm points
 - A plan of each accommodation unit and building
 - All buildings devices/status/alarms
 - All building tamper, communications, power
- Other maps as required to clearly display all alarm inputs within buildings, or external equipment at the cubicle locations.
- Each site map shall be provided with a site plan key, which shall be common to all maps and situated in the same position.
- The key shall provide a means for the operator to quickly navigate through the entire facility without the need to use standard navigation buttons or the main site map.

Warrantees and Maintenance

- Shall quote for a 3-year replacement warrantee as well as a 3-year maintenance, upgrade, Repair and support contract.
 - Replacement warrantee
 - All items must be available for replacement within 12hrs.
 - Maintenance Plan
 - Routine Maintenance Plan to be provided by the tenderer.
 - Breakdowns and repairs need to be prioritised according to the nature of the fault. System downtime needs to be of the highest priority to ensure that the system availability is at 98%. System downtime faults needs to be attended to within 2 hours of the fault and a full plan to be provided on restoration of the fault which cannot be resolved within an hour after attending to the fault.
 - Medium priority Faults such as NVR or ISMS not operational, NVR not communicating shall be responded to within 12 hours.
 - Low Priority faults that do not have an impact on the operations of the system such as camera resolution issues, camera downtime, a single screen not operational shall be responded to within 24hours.

Procedure for submission and acceptance of *Contractor's* design

The contractor to submit detailed layout drawings, plans and presentations to enable the approval of the project at the Investment Committees and Technical Governance Committees. These designs will have to be submitted for approval before any installation work commences on the VMS.

VMS

PTMC DRT (Design Review Team)- Presentation (Detailed Scope of works, cost estimates, schedule, Technical Drawings) - To be provided 2 weeks after contract Award. The DRT booking will be made after documents are received and checked by the Eskom VMS team before submission as application for booking. DRT template will be issued to the contractor. Eskom Project Leader will present to this committee with the expectation that the contractor is on standby to answer detailed technical questions. ADR- IT

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Governance committee- presentation above will be used for presentation to the ADR committee. Submission for booking will be done after PTM&C approval by Eskom Project Leader.

CCTV Camera's

TEF (Technical Evaluation Forum)- The presentations for the detailed designs for each of the 4 stations to be submitted within 2 weeks after contract awarding. The TEF will be booked after the presentation has been checked by the Eskom Design Engineer. Eskom will provide the Technical Evaluation Template. The contractor will be responsible for presenting the 4x substation CCTV Camera's designs to the TEF. The contractor will be responsible to liaise with the Eskom Telecomms Engineering Department to ensure that a full scope (CCTV, Power Supply, DC, & Telecomms) is presented to the committee to ensure that a complete design is approved and installed.

Final Designs for the CCTV layout to be approved by the Gauteng Cluster DRT within 1 month of contract awarding.

Other requirements of the Contractor's design

- The design of the VMS infrastructure should cater for more than 400 sites with 16 camera's per site.
- The NVR storage capable of 30days of storage and the VMS for 30 days with backup of 90 days to the cloud.
- The VMS should be open platform to cater for existing legacy systems on site including access control.
- The VMS system shall be AI embedded to cater for new and legacy systems at our sites.
- The frames frequency should be at 30fps.
- Design should make for the sizes of the racks considering the size of the room. The design of the server room should consider that Eskom will be installing a BME Cabinet inside the room.
- HVAC, Fire Suppression, electrical works needs to be designed in accordance to SANS standards, by suitably qualified and accredited personnel, and in consideration of existing systems.
- Raised flooring for control room to be designed to fit all equipment.
- Video Wall- 16 x 55inch 4K LED Screens/Monitors to be installed for video wall.
- Install 3 x operator workstations on the new desks.
- Relocate and Mount screens removed from existing Alpha Control in Simmerpan to the new Regional Control Centre with an electrical point and cabling to the desk for each of the screens. 2 x screens will be used for monitoring of alarms.
- Conduiting from controllers' desk should be from desk via the ceiling to allow for ease of additional connections.
- All kiosks to be installed at the Substations to be waterproof and tamper proof(lockable)
- All cabinets to have perforated doors to enable adequate cooling to the servers.
- The DMZ Spec will be provided at the clarification meeting.

Use of Contractor's design

Core Clause 22.1 applies.

Design of Equipment

All equipment design must meet the specifications stated in 1.1.

Equipment required to be included in the works

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Refer to the Scope of Work Document for all designed equipment to be included.

As-built drawings, operating manuals and maintenance schedules

The Contractor is required to provide the necessary drawings, *as built drawings*, operating manuals, test certificates and training program details, as well as a commitment letter for providing ongoing product support.

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Procurement

People

Minimum requirements of people employed on the Site

All people employed by the Contractor to perform supervision of installation and commissioning should have Police Clearance before work can commence. The Contractor's employees shall be sober when carrying out their duties and may be subjected to random breathalyser tests.

BBBEE and preferencing scheme

Special Conditions of Contract (Application of other criteria in terms of Section 2(1)(f) of PPPFA)

The objective criteria as follow:

- Transformation of this sector by the appointment of a Black Owned Firm(s) that meet the functionality requirements.
- Development of Black Owned steel fabrication companies.
- Appointment of companies located within the Republic of South Africa.

NB: The Joint Venture may be:

- Black Owned and Black Owned Company.
- Black Owned Company (Majority Shareholder) and Non-Black Owned Company.
- Black Women Owned Company and Black Owned Company, and.
- Black Women Owned (Majority Shareholder) and Non-Black Owned Company.

A 51% or more Black Owned Companies or Joint Venture where the lead company has 51% or more black ownership.

Procurement Preference Hierarchy

Preference for awarding this contract and/or subcontracting are in the following order:

- Companies with more than 51% Black Ownership
- Enterprises Owned by Black People Living with Disability (BPLwD)
- Black Youth Owned Enterprises (BYO)
- Black Women-Owned Enterprises (BWO)
- Black Owned Enterprises (BO)

Section 1: Specific Goals

A maximum of 10/20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20

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2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 90/80 for price
- Scores 0 points out of 10/20 for specific goals

Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

Enterprise Development

The main contractor will be required to propose development in the following area (Local to site);

Support Description	Tenderer Proposal
<p>The successful tenderer is required to identify and incubate an SME from the designated groups in one or more of the areas to be sub-contracted.</p> <p>Assistance could be in the form of business support, possible subcontracting opportunities, equipment and/or finance.</p> <p>The successful tenderer will be required to draft an Enterprise Development program and agreement within eight weeks of contract award. The ED agreement must be signed with the beneficiary and sent to Eskom for review and acceptance. The accepted ED program will be monitored throughout the</p>	

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duration of the contract.

Available possible opportunities:

- Site guarding / Security services (PSIRA registration / Police Clearance).
- Water Refill
- Construction work
- Trenching
- Provision of Guard house.
- Toilets

Security clearances / Vetting will be conducted before appointing any contractor or Subcontractors (Background checks).

2.1 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Not Applicable	Not Applicable	Not Applicable

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore **mandatory** and must be tender returnables if applicable.

2.2 CIDB Skills Development

Continuation of Mandatory Requirements

a) Is there CIDB compulsory training?

If Yes, what is the % of the Construction Skills Development Goal % (CSDG)

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Not applicable	

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets

Criteria	Eskom Target	Tenderer Commitment
CSDG Percentage	N/A	
Description	N/A	

NOTE: Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER**2.3 National Industrial Participation Programme – NOT APPLICABLE**

Eskom will implement the NIPP requirement, which determines that the contractor/supplier must contact the Department of Trade, Industry and Competition (dtic) to arrange for support and development of local businesses. Eskom is required to inform the tenderers of this requirement. NIPP will only be applicable for contracts with an FGN component or content of USD 5 million or more.

The following narrative must be captured in all tenders that have import/foreign content equal to or in excess of USD 5 million:

“NIPP is a programme that seeks to leverage economic benefits and support the development of South African industry by effectively utilising the instrument of government procurement. The NIPP programme is mandatory for all government and parastatal purchases or lease contracts (goods and services) with an imported content equal to or exceeding USD 5 million.

“The programme targets South African and foreign industries, enterprises, and suppliers of goods and services to government/parastatals, where the imported content of such goods and services equals to or exceeds USD 5 million. The first customer of NIPP is the South African industry that benefits through the NIPP business plans, which, when implemented, generate new or additional business activities through one or more of the following: investment, export opportunities, job creation, increased local sales, SMME and BEE promotion, R&D, and technology transfer.

“Companies with an NIPP obligation must sign this obligation agreement with the Department of Trade, Industry and Competition (dtic) before the contract with Eskom Holdings SOC Ltd, as a purchasing entity, is signed. The obligation agreement governs the relationship between the dtic and the supplier. It defines the NIPP obligation value(s), requirements to fulfil the NIPP obligation, performance milestones, performance monitoring processes, and the NIPP credit allocation criteria.

“All tenders with an import content that is equal to or exceeds the threshold of USD 5 million compels the winning bidder to negotiate and enter into a NIPP obligation agreement with the dtic before signing the contract with Eskom.”.

2.4 Mandatory Subcontracting as condition of award – NOT APPLICABLE

Where feasible, subcontracting is mandatory on contracts above R30 million and is a condition for contract award.

Tenderers shall subcontract a minimum of 30% of the contract value to the following designated groups:

- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.

NOTE 1: Tenderers shall submit the following mandatory returnable for Subcontracting:

- Subcontracting agreement signed by both with subcontractors' company registration documents (CK and B-BBEE certificate or sworn affidavit) or

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- Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the sub-contractors, stating the intent to sub-contract. The Tenderer should sign both documents and the Sub-contractor(s) earmarked.

Potential scope to be subcontracted and/or outsourced:

Subcontracting, in this instance, will be treated as a condition for contract award. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

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

1. Transformation – BBEE Improvement or Retention Plan:

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

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Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract and to submit the following documents as a condition for contract award:

- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate

2. Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component. **Maintenance and support constitute the local procurement spend by Eskom.** Tenderers are required to submit their proposals in the table below.

Description	Designated %	Proposed by tenderer
Wooden or fabricated steel furniture /frames	100%	
Electrical / Telecom Cables	90%	
Office Furniture	100%	
fasteners	100%	
Batteries	50%	
Steel Products and Components for Construction	100%	
Joining connecting components	100%	
Two way radios	60%	
Plastic Pipes & Fittings	100%	
Assembly and Testing of full built unit	100%	

- 3. Jobs.** Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

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

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

4. Skills development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills and the Mict SETA or related scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa

Skills Type	Number of learners	Outcome
IT/ITC Skills development program	1 X R2m	Certificate of completion
Security Guards Bursary (entry level PSIRA accredited)	1 x R2m	Certificate of completion
Electrical Engineers / Technicians	1x R2m	Certificate of completion

****The above skills development targets shall be applied such that a minimum of 0.25% of the contract value is spent towards the development of the above-mentioned skills throughout the duration of this project.**

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Note: Tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives.

Section 4: SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

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For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- Eskom receiving the SDL&I progress report/s from the contractor,
- Fulfilment of all SDL&I obligations by the contractor, and
- Submission of an approved compliance report by SDL&I Department.

Section 5: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award.

Section 6: Market Research

The following information demonstrates market analysis and assisted in arriving at the targets above.

<u>Current Suppliers Providing the Services</u>	Potential Suppliers:
<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Open market

Section 7: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account. (Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**

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- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

Compiled by: Mosa Makhubo

.....
Senior Advisor

Supplier Development, Localisation and
Industrialisation

Date: 24 July 2024

Subcontracting

Preferred subcontractors

The Contractor to submit the names of each proposed subcontractor to the Employer for acceptance. The Contractor does not appoint a subcontractor until the Employer has accepted such subcontractor.

In the event that the Employer proposes preferred subcontractors, due to project requirements, the same principle shall apply.

Subcontract documentation, and assessment of subcontract tenders

The Contractor to indicate the percentage of subcontracting, the proposed subcontractors together with their BBBEE statuses, and the sources of assets, goods or services when local content and production criteria are applicable. The proposed target will form part of the contractual obligation. The NEC system is compulsory for all subcontract documentation.

Limitations on subcontracting

The Contractor is not allowed to sub-contract more than 25% of the contract to another enterprise/supplier that does not have equal or higher BBBEE status, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract, in order to claim the points for BBBEE.

Attendance on subcontractors

The Contractor is responsible for performing on the provided scope of work as if he had not subcontracted. The appointed Contractor will also be liable to the Subcontractors' employees, as he is legally liable to this contract.

Plant and Materials

Quality

The Contractor shall control his activities and processes in accordance with Eskom's Quality Requirements for Procurement of Assets, Goods & Services, QM-58 and ISO-9001.

Plant & Materials provided "free issue" by the Employer

There will be no plant or material free issued by the Employer.

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER***Contractor's procurement of Plant and Materials***

The Employer requires warranties from the Contractor to be in favour of the Employer and not just to the Contractor during the life of the contract.

Spares and consumables

Spares for system components shall be available at all times.

Tests and inspections before delivery

All materials shall be regularly tested at the manufacturers' factories. The Contractor shall make sure that regular quality control tests are carried out to ensure that good quality of the materials is maintained.

Marking Plant and Materials outside the Working Areas

All cabling to be marked as per /tagged as per SANS standards to enable one to easily trace the cable. The contractor to provide the methodology for approval at design stage. The as-builts to reflect the correct labelling.

Contractor's Equipment (including temporary works).

The contractor to advise of any specialised equipment or material that will be used that may result in the delays in procuring or installing the system. The contractor will ensure that these time frames are included in the project schedule.

Cataloguing requirements by the Contractor

The Contractor may be required to provide material properties for the equipment supplied in order for Cataloguing numbers to be created. Compliance is required per request within a 48-hour period.

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Construction

Temporary works, Site services & construction constraints

***Employer's* Site entry and security control, permits, and Site regulations**

The Project Manager shall issue site entry, security control, permits and site regulations to the contractor.

Restrictions to access on Site, roads, walkways and barricades

In addition to the above there may be other restrictions once on Site, plus rules relating to roads, walk-ways, and provision of barricades.

People restrictions on Site; hours of work, conduct and records

Restrictions and hours of work may apply on some Sites. It is very important that the Contractor keeps records of his people on Site, including those of his Subcontractors which the Project Manager or Supervisor have access to at any time. These records may be needed when assessing compensation events.

Health and safety facilities on Site

Section 2.3 deals with the contractual H&S requirements in addition to those of the OHSA Act.

Environmental controls, fauna & flora, dealing with objects of historical interest

Section 2.4 deals with the contractual environmental requirements.

Title to materials from demolition and excavation

The Contractor has no title to materials from excavation and demolition unless special arrangements are made regarding such title in the Works Information.

Cooperating with and obtaining acceptance of Others

The Contractor will be required to cooperate with the Employers own personnel. Coordination is to be arranged by the Project Manager.

Publicity and progress photographs

The works carried out on site are to remain discreet and are subject to confidentiality. No pictures or signs are permitted on any public or social network platforms.

Progress photographs are to be shared with authorised Employer's personnel only, i.e. those appointed on the project.

***Contractor's* Equipment**

A record of all Contractor plant and equipment is to be kept and maintained on site through an equipment register which must be regularly updated. All equipment must be stored neatly when not in use and maintained regularly.

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER**Equipment provided by the *Employer***

No equipment to be provided by the Employer.

Site services and facilities

The Contractors Employees may use the existing ablution facilities on site, and the Contractor must ensure the facilities are cleaned and maintained on a regular basis.

Facilities provided by the *Contractor*

The Employer provide no facilities to the Contractor. The Contractor must provide all tools, plants, storage required to execute the works.

Existing premises, inspection of adjoining properties and checking work of Others

The Contractor must conduct inspection to understand existing premises/ available in the building and associated areas.

Survey control and setting out of the *works*

The Contractor is responsible for the setting out of all works.

Excavations and associated water control

The Contractor shall be responsible for the removal of any water from foundation excavations where applicable.

Underground services, other existing services, cable and pipe trenches and covers

The contractor is responsible to locate and ensure that no existing services are damaged. The repair of any damaged existing services shall be for the Contractors account.

Control of noise, dust, water and waste

The Contractor is responsible to control any dust and noise on the site at all times.

Sequences of construction or installation

All sequences must be indicated on the programme of the works.

Giving notice of work to be covered up

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All works must be inspected by the supervisor and signed off as complete without defects before being covered.

Hook ups to existing works

Any hook ups to existing works must be properly finished off in a neat and sustainable manner.

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

	Item of work	To be completed by
	As built drawings of VMS As Built Drawing of CCTV System at the station Building Renovations as-builts Fire Suppression & HVAC Test Certificates Electrical CoC	Within 15 days after Completion Within 15 days after Completion Within 15 days after Completion Within 15 days after completion Within 30 days after completion
	Performance testing of the <i>works</i> in use as specified in paragraph of this Works Information.	See performance testing requirements.

Use of the *works* before Completion has been certified

The Employer will not take over or make use of the works before completion has been certified.

Materials facilities and samples for tests and inspections

The contractor to arrange a factory inspection, an inspection and testing of a VMS site recently completed by them and an inspection of at least two completed sites with CCTV systems installed by them.

Commissioning

Commissioning is to be done before or after Completion depending on the Programme from the Project Manager.

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER**Start-up procedures required to put the *works* into operation.**

The Contractor will work with Eskom personnel at the Substation to ensure that all safety measures are compiled with. Personnel must work under supervision whilst doing any works at the Eskom Substation. The contractor may commission or put the CCTV and VMS into operation for testing purposes.

Take over procedures

Take-over is after or at the same time as Completion. The Contractor is to arrange an inspection before completion of the installation to inspect and identify any outstanding or any defects. The Project Manager may require the Contractor to provide assistance, on an as and when required basis.

Access given by the *Employer* for correction of Defects

The Project Manager arranges access for the Contractor to use a part of the works which has been taken over if needed to correct any Defects. After the works have been put into operation, the Employer may require the Contractor to undertake certain procedures before such access can be granted. The Contractor will be responsible for ensuring that the area to be worked in is barricaded before correcting any defects.

Performance tests after Completion

The performance tests will run for a period of 2 months after handover by the contractor. The contractor shall ensure that any performance related defects will be addressed immediately with full training given to all operators and a super user of the system.

Training and technology transfer

Train all operators, super users and administrators on an ad-hoc basis for a period of 12 months

Operational maintenance after Completion

The *Employer* may require the *Contractor* before the *defects date* to perform certain duties after Completion and take over which relate to maintenance of the *works*. (Not to be confused with Defect correction) For example oil and filter changes

THE DESIGN, SUPPLY AND INSTALLATION OF A VIDEO MANAGEMENT SYSTEM INCLUDING ALL ASSOCIATED HARDWARE, SOFTWARE AND ARTIFICIAL INTELLIGENCE CAPABILITY IN THE GAUTENG CLUSTER**Plant and Materials standards and workmanship**

Refer to specification:

EMPLOYER'S WORKS INFORMATION: QUALITY ASSURANCE REQUIREMENTS

Investigation, survey and Site clearance

Refer to specification:

Title: ENTERPRISE VMS SCOPE OF WORK Unique Identifier: GAC001 Rev 6

Building works**Applicable National Standards**

The Contractor is required to adhere to the latest editions of, and the normative references within, the following SANS standards, codes of practice, regulations & standards:

Number	Title
SANS 10400	The Application of the National Building Regulations of South Africa

Refer to specification:

Title: ENTERPRISE VMS SCOPE OF WORK Unique Identifier: GAC001 Rev 6

Civil engineering and structural works**Applicable National Standards**

The Contractor is required to adhere to the latest editions of, and the normative references within, the following SANS standards, codes of practice, regulations & standards:

Number	Title
240-99527377	Inspection Manual for Civil Works at Eskom Power Station
240-99527377	Inspection Manual for Civil Works at Eskom's Power Station
SANS 1200	Standard Specification for Civil Engineering Construction
SANS 10100 Part 1- Design	The structural use of concrete
ISO 9001	Quality Management Systems

Refer to specification:

Title: ENTERPRISE VMS SCOPE OF WORK Unique Identifier: GAC001 Rev 6

Electrical & mechanical engineering works

Refer to specification:

Title: ENTERPRISE VMS SCOPE OF WORK Unique Identifier: GAC001 Rev 6

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Process control and IT works

Refer to specification:

Title: ENTERPRISE VMS SCOPE OF WORK Unique Identifier: GAC001 Rev 6

Other [as required]

List of drawings

Drawings issued by the *Employer*

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

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title
DX-0000	0	Hall E CCTV Room proposed

C3.2 *CONTRACTOR'S* WORKS INFORMATION

This section of the Works Information will always be contract specific depending on the nature of the *works*. It is most likely to be required for design and construct contracts where the tendering contractor will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the *Employer* prior to award of contract now become obligations of the *Contractor* per core clause 20.1.

Typical sub headings could be

- a) *Contractor's* design
- b) Plant and Materials specifications and schedules
- c) Other

This section could also be compiled as a separate file.

PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4	This cover page Site Information	1
	Total number of pages	

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

General description

The site is in an existing office building, which comprises of mostly open plan office space and boardrooms. The building is surrounded by an environmentally friendly area with live game on the premises as well as other buildings in close proximity. All driveways and parking areas are tarred or paved.

Existing buildings, structures, and plant & machinery on the Site

The Contractor is to conduct their own detailed inspection of the existing facility in order to compile their designs.

Subsoil information

There is no subsoil information available.

Hidden services

The Contractor must conduct their own assessment for hidden services.

Other reports and publicly available information

None