

**The Provision of Security Systems Monitoring and  
Armed Response in the Cape Coastal Cluster Eastern Cape.**



## NEC3 Term Service Contract (TSC3)

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

**and  
(Reg No. \_\_\_\_\_ )**

**for The provision of Security Systems Monitoring and  
Armed response in the Cape Coastal Cluster  
(Eastern Cape)**

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**CONTRACT No. 46000**

**The Provision of Security Systems Monitoring and  
Armed Response in the Cape Coastal Cluster Eastern Cape.****PART C1: AGREEMENTS & CONTRACT DATA**

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# The Provision of Security Systems Monitoring and Armed Response in the Cape Coastal Cluster Eastern Cape.

## C1.1 Form of Offer & Acceptance

### 1.1 Offer

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

### The provision of Security Systems Monitoring and Armed response in the Western Cape Operating Unit.

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	<b>As per rates</b>
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	<b>Not Applicable</b>
	Sub total	<b>As per rates</b>
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>As per rates</b>
	(in words <b>As per rates</b> )	

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

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### 1.2 Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

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### 1.3 Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

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

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

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

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

#### 1.3.1.1 For the tenderer:

#### 1.3.1.2 For the Employer

Signature

Name

Capacity

On behalf  
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &  
signature  
of witness

Date

# The Provision of Security Systems Monitoring and Armed Response in the Cape Coastal Cluster Eastern Cape.

## C1.2 TSC3 Contract Data

### 2 Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>N/A</b>
	Fax No.	<b>N/A</b>
10.1	The <i>Service Manager</i> is (name):	<b>Elre du Plessis</b>
	Address	<b>Eskom – Sunilaws Office Park; C/o Bonza Bay Road and Quenera Drive; Beacon Bay; East London; 5201.</b>
	Tel	<b>043 703 2675</b>
	Fax	<b>N/A</b>
	e-mail	<b>Elre.dplessis@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>Eskom Distribution Western Cape Operating Unit sites</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

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11.2(13)	The <i>service</i> is	<b>The Provision of Security Systems Monitoring and Armed Response in the Cape Coastal Cluster (Eastern Cape)</b>
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> <li>1. Loss, damage and/or theft of Eskom assets;</li> <li>2. Damage to Eskom property due to criminal activity;</li> <li>3. Legal contraventions by Contractors with regards to the Firearm Controls Act, Criminal Procedure Act, OHS Act, PSIRA Act;</li> <li>4. Usage of unregistered, non-compliant, untrained, skilled and inexperienced; and illegal foreign nationals as Armed Response officers and Control room operators</li> <li>5. Unpaid or late payment of salaries as per agreed employment contract terms, salaries not paid as per PSIRA rates including annual increases;</li> <li>6. Contravention of Eskom policies, procedures, protocols, standards and contract requirements;</li> <li>7. Late or delayed response to crime incidents and alarm intrusions</li> <li>8. Delayed submissions of reports and stats;</li> <li>9. Non-Performance as per deliverables</li> </ol>
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it make 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 (one) working week
2	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	4 (four) weeks of the Contract Date
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	To be confirmed
30.1	The <i>service period</i> is	3 (Three) Years
4	<b>Testing and defects</b>	2.1 There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	Between the 15 and 16 day of each successive month.

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51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Within 30 days of an undisputed invoice
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove)
6	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	<b>Use of Equipment Plant and Materials</b>	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	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	1. Loss and /or theft of Eskom's Assets 2. Damage to Eskom property due to criminal activity 3. Response time to criminal activities
9	<b>Termination</b>	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	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 (four) weeks.
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator, the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]



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Fax No. [•]

e-mail [•]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) 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	Eastern Cape, 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

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.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></li> </ul>

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X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>The total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>Defects due to his design, plan and specification,</li> <li>Defects due to manufacture and fabrication outside the Affected Property,</li> <li>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>death of or injury to a person and Infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<ul style="list-style-type: none"> <li>5 months after the end of the <i>service period</i>.</li> </ul>
<b>X19</b>	<b>Task Order</b>	•
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>7 (seven) days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

### **Z1 Cession delegation and assignment**

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

### **Z2 Joint ventures**

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

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

## **The Provision of Security Systems Monitoring and Armed Response in the Cape Coastal Cluster Eastern Cape.**

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

### **Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information, which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information, which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

### **Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

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- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and

undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

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

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

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

### **Z8 Notifying compensation events**

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

### **Z9 Employer's limitation of liability**

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

Z10.1 Or had a business rescue order granted against it.

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## Z11 Ethics

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

**Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

### Coercive Action

means to h  
property of  
Affected Pa

**Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

**Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

**Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

**Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

**Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

**Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

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## Z12 Insurance

### Insurance cover 83

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

**INSURANCE TABLE A**

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

# The Provision of Security Systems Monitoring and Armed Response in the Cape Coastal Cluster Eastern Cape.

## Insurance by the Employer

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

**INSURANCE TABLE B**

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

## Z14 Asbestos

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.

## The Provision of Security Systems Monitoring and Armed Response in the Cape Coastal Cluster Eastern Cape.

- Standard** means the *Employer's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
- SANAS** means the South African National Accreditation System.
- TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.



## **The Provision of Security Systems Monitoring and Armed Response in the Cape Coastal Cluster Eastern Cape.**

### **3 Annexure A: Insurance provided by the Employer**

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

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

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

## The Provision of Security Systems Monitoring and Armed Response in the Cape Coastal Cluster Eastern Cape.

# C1.2 Contract Data

## Part two - Data provided by the *Contractor*

### Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)<sup>3</sup> in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause, which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise, complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:  1 Name: Job: Responsibilities: Qualifications: Experience:  2 Name: Job: Responsibilities: Qualifications:	

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

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Experience:

CV's (and further key person's data including  
CVs) are in \_\_\_\_\_.

A	Priced contract with price list		
11.2(12)	The <i>price list</i> is in _____		
11.2(19)	The tendered total of the Prices is	R	_____

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## C1.3 Forms of Securities

### **Pro formas for Bonds & Guarantees**

For use with the NEC3 Term Service Contract (TSC3)

NOT APPLICABLE

### **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)*

NOT APPLICABLE

**The Provision of Security Systems Monitoring and  
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<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing assumptions: Option A	[23-24]
C2.2	The <i>price list</i>	[25]

## The Provision of Security Systems Monitoring and Armed Response in the Cape Coastal Cluster Eastern Cape.

# C2.1 Pricing assumptions: Option A

## 1 How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		<ul style="list-style-type: none"> <li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li> </ul>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

## 2 Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

## 3 Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

## 4 Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

## The Provision of Security Systems Monitoring and Armed Response in the Cape Coastal Cluster Eastern Cape.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

### 4.1 Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work, which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate, which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

## C2.2 the *price list*

Item nr.	Description	Unit	Rate
1	Monitoring of building intrusion system via <u>contractor</u> FSK modem; or	Per site per month	
2	Monitoring of building intrusion system via <u>Eskom</u> communication equipment (e.g. IP reporting via Ethernet module)	Per site per month	
3	Monitoring of camera indoor/outdoor intrusion system	Per site per month	
4	Operating of deterrent systems (e.g. public address)	Per site per month	
5	Vehicle reaction (first 15 responses per month)	Per site per month	
6	Vehicle reaction (after first 15 responses)	Per response	
7	Installation or removal of site modems	Per site	
8	Miscellaneous service as agreed to and per itemized invoice	N/A	
		<b>TOTAL</b>	Not applicable



### C3.1: EMPLOYER'S SERVICE INFORMATION

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## PART 3: SCOPE OF WORK

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**SECURITY MONITORING AND ARMED RESPONSE IN CAPE COASTAL CLUSTER  
(EASTERN CAPE)****C3.1: EMPLOYER'S SERVICE INFORMATION****C3.1 Service Information****Contents****1 Description of the service****1.1 Executive overview**

It is the responsibility of the relevant Eskom asset owner to ensure the protection and safekeeping of the assets and infrastructure within their area of responsibility from being affected by incidents of crime. It is well known that the Eskom assets and Infrastructure in the Western Cape has become an ongoing target of these thefts and vandalism. There has been a substantial increase in the number of incidents of these thefts and vandalism over the last few years.

It has been noted that the modus operandi of these vandalism & thefts have become increasingly sophisticated. It is therefore imperative that the Cape Coastal Cluster (Eastern Cape) ensures that the sites are efficiently monitored and effective response is provided, with the aim of reducing further damages and losses. It is the Eskom Security Department's opinion that this can be achieved by ensuring effective security technology based monitoring and response is put in place with the aim of deterring any further crime incidents against Eskom assets and infrastructure in turn ensuring that the OU is able to ensure the continuity of supply of electricity to their customers.

**1.2 Employer's requirements for the service:**

This contract covers the 24-hour monitoring of, and response to, incidents at the Employer's sites as specified in the NEC's Service Information (C3.1). These sites have security systems consisting of various detection and deterrent technologies to which the monitoring contractor will interface in order to provide their service. The service will amongst others, include the following:

- 24h Monitoring and response to incidents at Eskom sites,
  - Including "black screen monitoring" of CCTV events,
  - Monitoring and operating of deterrent systems,
  - Reporting of events as well as status of the control centre to Eskom, dedicated resources to perform Eskom's requirements,
  - Installation of modems and/or the use of Eskom communication systems to interface with alarm and CCTV systems,
  - Compliance to Eskom's Standard Operating Procedures (SOPs), pertaining to the service level required at all sites.
-

# SECURITY MONITORING AND ARMED RESPONSE IN CAPE COASTAL CLUSTER (EASTERN CAPE)

## 1 Overview

- 1.1 This contract covers the 24-hour monitoring of, and response to, the Employer's sites as specified in the Service Information. These sites have security systems consisting of various technology that may include, but not limited to, the following: Building intrusion with passive infrared (PIR) sensors and sirens, indoor & outdoor intrusion with camera sensors and deterrent systems such as Public Address, automated voice horns and security lights;
- 1.2 The Contractor's monitoring Control Centre shall be within a 100km (geodesic distance) radius of the Employer's East London (Sunilaws Office Park) complex;
- 1.3 The service will be provided on a per site basis as agreed to and updated as required. The list of sites will be provided monthly with the billing statement;
- 1.4 New sites will be added to the contract as new security systems are installed. Each new site will be included as part of this contract. Similarly, defective sites will be removed from the contract for as long as repairs are being conducted;
- 1.5 The monitoring and operating of these systems will be provided at a fixed monthly fee per site;
- 1.6 The response service will be provided at a fixed monthly fee per site for the first 15 number of responses per site. Each response service in addition to this number will be paid at a fixed rate per response;
- 1.7 The response teams must be adequately equipped to react to a wide variety of different site conditions, including rural sites which may require vehicles with high ground clearance or sites in high crime areas.

## 2 Monitoring

- 2.1 The contract includes 'black screen monitoring' services (the pop-up of text alarms only, video alarms only, or both) **which may not be sub-contracted**, and is for the following types of sites:
  - a) Substations;
  - b) Customer Network Centres (CNCs);
  - c) Training facilities;
  - d) Marketing Centres;
  - e) Office complex;
  - f) Any site with employer assets and infrastructure (mini-substations, reclosers, pole-mounted transformers, etc.).
- 2.2 Video alarm pop-ups may fail due to communication errors. At sites where a camera system forms part of the security system on site, the Contractor will attempt a 'dial in' or connect to the site when a text based alarm is received and no video alarm, and use the camera feeds to confirm the alarm as positive. The Contractor's operator will then further make use of the camera system where possible to assist the response team and use the deterrent system where available. If no 'dial in' or connection could be established within a reasonable time, response should still follow;
- 2.3 The Contractor shall inform the Employer timeously, of any circumstance, which they are aware of, that will prevent them from providing optimal service. This includes, but is not limited to:
  - a) Loss of power supply to equipment on site;
  - b) Loss of communications with equipment on site;
  - c) Offline equipment;

**SECURITY MONITORING AND ARMED RESPONSE IN CAPE COASTAL CLUSTER  
(EASTERN CAPE)**

- d) Broken/faulty equipment;
- e) Equipment not configured optimally;
- f) Equipment providing nuisance and/or false alarms;
- g) Sites that are of high risk and short of technology.

2.4 The Contractor shall provide dedicated persons to monitor and analyse all alarm events in a format regularly agreed to with the Employer;

2.5 The Contractor shall provide daily, weekly and monthly reports to the Employer detailing:

- i) site status;
- ii) alarm activations;
- iii) responses to incidents within the preceding 24 hours.

2.6 As a minimum, incident reports shall include:

- i) Site name;
- ii) Time of incident;
- iii) Trigger for incident (passive, contact, video, etc. or any combination);
- iv) Zone name and number;
- v) Name of dispatched vehicle response company;
- vi) Time elapsed between dispatch and on-site arrival of vehicle response company.

2.7 The Employer shall be given access to the Security Monitoring Centre when required;

### **3 Armed response service**

3.1 For sites with CCTV remote viewing capability, response is only required if a positive alarm is identified. Where no visual alarm verification is possible, all text based alarms shall be treated as a positive alarm;

3.2 For sites with a building intrusion system with indoor/outdoor PIR sensors only, response is required for all text alarms unless otherwise agreed to with the Employer;

3.3 The Contractor shall provide response services, either in their own capacity or by sub-contracting the services of local service providers. The Contractor shall provide the Employer with a list stating the vehicle response sub-contractors per site, and inform the Employer of any changes to this list;

3.4 Response times to alarms should be relative to the distance required to travel to the site. All responses to sites should be done in conjunction with the legal speed limit in the area of response;

3.5 Armed response is expected at all sites. Where this cannot be achieved, or as stated in 3.4 above, the Employer shall be informed in writing and include the expected duration of inactive or delayed service;

3.6 The Contractor's response teams are not authorised to enter substations without a suitably authorised employee from the Employer. When dispatched to a site, the response team is required to do a thorough perimeter inspection to look for signs of forced entry. The Contractor shall inspect inside the site only when deemed necessary and only under the supervision of the Employer's employee once he/she has arrived on site;

## **SECURITY MONITORING AND ARMED RESPONSE IN CAPE COASTAL CLUSTER (EASTERN CAPE)**

- 3.7 Extraordinary circumstances which the Contractor is unable to deal with must be escalated to the Employer's Security Division for strategic direction;
- 3.8 For each instance that response is required in terms of this contract, the Contractor will provide the Employer with proof of response to site and response time in a format to be agreed to between the Contractor and the Employer;

### **4 Equipment and Software**

4.1 The Contractor will provide the following site equipment and services:

- a) Site FSK modem or similar to interface Contact ID signals to GSM (SMS and GPRS), to relay text alarms to the Control room base station. The modem shall include two sims or a global sim. The option to utilise Eskom's own monitoring infrastructure (modems and base stations) in place of the Contractor's equipment for the interfacing of signals shall be supported by the Contractor, as and when Eskom requires so;
- b) Upon the Employer's request, it may be required from the Contractor to remove the site equipment of previous service providers and return such equipment to Eskom. As part of this, the Contractor shall take detailed photos of the state of equipment (before removal) and provide this to the Employer.

4.2 The Contractor will provide the following Control Room equipment and software:

- a) FSK or similar base station to connect with the telecommunications network equipment used;
- b) Desktop or laptop computer(s) (minimum Intel i7 or equivalent CPU, minimum 12GB RAM and 4TB hard disc space, preferably of SSD type), 3 screens (23" or larger), microphone, speakers, keyboard, mouse, as suitable for security control room applications and as required by the employer;
- c) Alarm event management system (e.g. Listener or Patriot), which is compatible with, but not limited to, Paradox systems.

4.3 The Employer will provide the following equipment and software:

- a) Paradox base station (IPRS-7 or IPR512), and interface to Eskom's telecommunications network, used as main or back-up communications;
- b) CamControl Pro software as the Video Management System (VMS).

4.4 The Employer may at any time, upgrade the VMS platform (equipment and/or software) and update the standard operating procedures around these;

4.5 Back-up power (AC or DC) to all monitoring equipment at the contractor's monitoring centre, shall be provided by the contractor. Main power supply interruptions shall be restored within the standby time. If not possible, the employer must be notified as soon as possible, where an agreement shall follow.

4.6 The Employer will be responsible for supplying the communication medium between the Contractor's Security Monitoring Centre and the sites for the VMS platform. The Contractor shall allow the Employer to install the necessary equipment (antennae's, Ethernet line, etc.) at their premises when required, or when due for upgrade. The contractor may be required to provide an internet facility of at least 4mbps, should a VPN be utilised to access these services;

4.7 The Employer installed equipment remains the Employer's assets and the Employer will also maintain the equipment; the contractor shall assist where necessary. The Contractor will allow the Employer

## **SECURITY MONITORING AND ARMED RESPONSE IN CAPE COASTAL CLUSTER (EASTERN CAPE)**

access to their control room to remove this equipment when the contract expires or should the contract be terminated for any reason;

- 4.8 Equipment belonging to Contractor remains the property of the contractor for monitoring purposes. Nearing the end of the contract, the Contractor shall engage with the Employer to arrange for the removal of the Contractor's monitoring equipment at the Employer's sites. This shall occur after the end of the contract and unless agreed to otherwise at that time, at the expense of the Contractor.

### **5 Interactions with others**

5.1 The Contractor is required to interact with others, including, but not limited to, the following:

- a) The Employer's guarding services;
- b) Security System Installation / Maintenance contractors: the Contractor will liaise with the installation company during commissioning and maintenance activities;
- c) Eskom Employees;

### **6 Standard Operating Procedures (SOP)**

6.1 The Employer provides the Contractor with a generic standard operating procedure (SOP) applicable to all sites, and where the Employer deem it necessary, site specific SOPs. These SOPs will form part of the terms of this contract;

6.2 Generic Standard Operating Procedure as follows:

- i) For any alarm received:
  - (1) Verify the alarm if possible with the VMS platform;
  - (2) For verified and unverified alarms, send response vehicle to site;
  - (3) If the site is a substation, unauthorised entry is not allowed. The cause of the alarm shall be investigated through the outer perimeter fence.
    - (a) If an intrusion was detected with no intruder detected at the time of response, the site owner shall be notified with the details as seen from the perimeter.
    - (b) If the intrusion is still in progress, call for back up and take response action only when the intruder(s) escapes the substation perimeter. Contact the local SAPS. Contact the site owner/key holder to assist with entry. If the site owner is unavailable, contact the Resource Management Centre to ascertain whom the Employer security standby persons are to assist.
  - (4) If the site is not a substation, and intrusion was detected, where possible, safely access and investigate the premises.
    - (a) If the intrusion was detected with no intruder at time of response, the site owner shall be notified with the details as seen on site.
    - (b) If intrusion is still in progress, call for back up and take response action. Contact the local SAPS and the site owner/key holder to assist. If the site owner is unavailable, contact the Resource Management Centre to find out who the Employer security standby persons to assist.

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- ii) All suspects to be taken into police custody;
- iii) For any panic received:
  - (1) Send a response vehicle to site;
  - (2) On-site, find the person who pressed the panic;
    - (a) Assist where possible;
    - (b) Report if the panic was misused.

6.3 Site-specific SOP's will be communicated as necessary.

### **7 Security Officers providing a response service**

- 7.1 All Security Officers must be registered with the Private Security Industry Regulatory Authority (PSIRA) at the required grade C;
- 7.2 Security Officer must be in possession of the their PSIRA and company ID cards at all times;
- 7.3 Armed Security Officers must possess firearm competency certificates (issued by SAPS) and carry it at all times;
- 7.4 Armed Security Officers must carry Firearm permits as per the Firearm Control Act (FCA);
- 7.5 Armed Security Officers must have completed SASSETA training on the specific firearms they are expected to use;
- 7.6 Armed Security Officers must have undergone Regulation 21 training and continue to do so for at least once per year;
- 7.7 Security Officers must be trained (SASSETA registered) on all legislative requirements stated in PSIRA and FCA where applicable;
- 7.8 Security Officers will be expected to sign a declaration of Secrecy before commencement of their duties in terms of this contract;
- 7.9 Security Officers may be subjected to a screening process;
- 7.10 Security Officers should not have been convicted of any criminal offence and should disclose all pending criminal prosecutions against them. Non-disclosure of such will result in the officer's automatic removal from Eskom duties;
- 7.11 Security Officers should be able to read, write and express themselves in English;
- 7.12 Security Officers may be required to undergo a polygraph test as and when required;
- 7.13 Security Officers performing driving activities as part of their tasks should have undergone an advanced driver-training course at an accredited institution;
- 7.14 Security Officers should be trained on all Standard Operating Procedures and should have access to all SOPs for reference;
- 7.15 The Contractor must comply with all legislative requirements (PSIRA Regulation 13) in terms of uniforms;

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- 7.16 Uniform items must be kept in clean, neat and good condition at all times and must be functional for the various environments to which the officer may be dispatched;
- 7.17 Bullet proof vests shall be worn as part of the uniform by all Security Officers (as per Eskom Standard for ballistic resistance of body armour 32-403 - Level III special - S.A. mix).
- 7.18 For hygiene and safety reasons, each Security Officer must be issued with his/her own bulletproof vest;
- 7.19 Security Officers shall be paid at least the minimum wage specified on the Sectoral Determination of the Private Security Sector, South Africa and will be registered with the Department of Labour for UIF, COID and provident fund;
- 7.20 It is recommended that all armed security officers have at least 2 years security experience.

### **8 Response vehicles (RV)**

- 8.1 The RV's shall be used solely for the purpose of providing a response service in a predetermined area to clients.
- 8.2 The RV will be clearly marked with response company name, logo, contact details, and state that it is a 24/7 response service.
- 8.3 RV roof lights must comply with the Road Traffic Act.
- 8.4 GPS tracking device within a RV is recommended.
- 8.5 A RV must always be in a good mechanical condition.
- 8.6 It is recommended that a RV must not be older than 5 years or exceed 400000km.
- 8.7 RV's must be equipped with a fire extinguisher and must comply with maintenance schedules.
- 8.8 Spare wheel, jacks and wheel spanners must be available at all times.

### **9 Control of firearms**

- 9.1 Only security service approved firearms, namely 9mm pistol, rifles and shot guns may be allowed for usage in terms of this contract;
- 9.2 The Contractor and/or sub-contractor is/are responsible for providing firearms, ammunition, firearm safe and registers as per the Firearm Act; and assign duties to a competent person for armoury management;
- 9.3 The Contractor and/or sub-contractor will provide equipment/facilities for making firearms safe and ensure that a documented procedure to this effect is in place;
- 9.4 Only firearms licensed in the Contractor and/or sub-contractor's name may be utilised to perform the service. The Contractor and/or sub-contractor will ensure that Security Officers' private firearms are not utilised for the purpose of providing the service;
- 9.5 Each armed security officer must be provided with two full ammunition magazines;

### **10 Contingency plan**

- 10.1 The Contractor must have contingency plans in place for at least the following:



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- a) Strike / labour unrest amongst own employees;
- b) Shortage of manpower due to e.g. absenteeism, sick leave, annual leave, etc.;
- c) Equipment failure, e.g. vehicle breakdown and communication system;

**11 General**

- 11.1 The principal contractor shall ensure all sub-contractors comply with the requirements stipulated in this document. The Employer reserves the right to evaluate the principal contractor and all sub-contractors at any time to ensure compliance
- 11.2 The Contractor will update the Employer regarding any changes to employees, which are involved in performing the service. Such update will include a revised company organogram, contact details and proof of relevant training and registration as specified in this document
- 11.3 The Contractor will report the total number of employees and total man-hours spent performing this service to the Employer on a monthly basis in a format as specified by the Employer from time to time;

**12 Schedule of deficiency and penalties**

- 12.1 The contractor will be held liable for damages or losses suffered by Eskom, as a result of the contractor's or his /her employee's gross negligence or intent, which originates at the sites or premises they are monitoring and responding to;
  - 12.2 Eskom will not affect payment for items required under the service information, which are found to be defective, damaged or not working;
  - 12.3 Early warning will be issued and followed by a Notification of Default where the contractor has a repeat finding and or non-compliant to the below instances. Following these Eskom may impose suspension or termination of a contract:
    - a) Non – compliance to Eskom policies, procedures, protocols and standards;
    - b) Non – compliance to legislative requirements;
    - c) Non – performance of duties and negligence by response officers to site;
    - d) Non – compliance to the Employer's service information and all contents of the NEC contract.
-

## SECURITY MONITORING AND ARMED RESPONSE IN CAPE COASTAL CLUSTER (EASTERN CAPE)

### 1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CCC	Cape Coastal Cluster
EC	Eastern Cape
CNC	Customer Network Centre
SAPS	South African Police Service
NEC	New Engineering Contract
CCTV	Closed Circuit Television
PIR	Passive Infrared
SOP	Standard Operating Procedure
GSM	Global System for Mobile communication
SMS	Short Message Service
GPRS	General Packet Radio Service
CPU	Central processing unit
RAM	Random Access Memory
TB	TeraByte
SSD	Solid State Drive
PSIRA	Private Security Industry Regulatory Authority
VMS	Video Management System
VPN	Virtual Private Network
FCA	Firearm Control Act
ID	Identification
SASSETA	Safety and Security Sector Education and Training Authority
GPS	Global Positioning System
RV	Response Vehicle
UIF	Unemployment Insurance Fund
COID	Compensation for Occupational Injuries and Diseases
AC	Alternating Current
DC	Direct Current

## SECURITY MONITORING AND ARMED RESPONSE IN CAPE COASTAL CLUSTER (EASTERN CAPE)

### 2 Management strategy and start up.

#### 2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Contractor engagement (incidents, performance, challenges, etc)	9:00AM, Quarterly	Eskom, Sunilaws Office Park Complex	All stakeholders
Overall contract progress and feedback	10:AM, Quarterly	Eskom, Sunilaws Office Park Complex	<i>Employer, Contractor</i> and all relevant stakeholder

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

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

#### 2.2 Contractor's management, supervision and key people

The contractor must submit a company reporting structure reflecting all management, supervision and key personnel that would be performing work in this contract. This must also be inclusive of the Health and Safety management structure. This must be submitted before tender award or contract award.

#### 2.3 Documentation control

The following forms will be used during the contract period and should be kept on record:

1. Early Warning
2. Notification of Default
3. Instructions by Service Manager or Service provider
4. Task order template

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### 2.4 Invoicing and payment

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

## PAYMENT PROCESS

### Invoice Inclusions:

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

- Name and address of the Contractor
- Project name
- The contract number (46...) and title as well as Purchase Order Number (45....);
- The total Price for Work Done to Date which the Contractor has completed;
- Other amounts to be paid to the Supplier;
- Less amounts to be paid by or retained from the Supplier;
- The change in amount due since the previous payment;
- (add other as required)

In addition;

1. The words "**TAX INVOICE**" in a prominent place (preferably at the top of the page).
2. **Name, address and VAT registration number** of the **supplier/contractor**.
3. **Name, address and VAT registration number** of the **recipient**.

Please note: Eskom's name has to be reflected as **Eskom Holdings SOC Limited** on all tax invoices and Eskom's VAT number is 4740101508. The word just Eskom is not acceptable.

4. An **individual serial number** (tax invoice number) and **date issued**.
5. A **full and proper description** of goods and/or services supplied.

Please note: Merely referring to a contract is not sufficient.

6. The **quantity or volume** of goods or services supplied.
7. Ensure that the Eskom Purchase Order Number is clearly indicated on your invoice together with the line number on the order you are billing for
8. Where the supply is subject to VAT at the standard rate, the following in Rand:
  - The pre-VAT value, VAT amount and consideration OR
  - The total consideration with a statement that VAT is included @15% OR
  - The total consideration and the Rand amount of VAT charged.

### Invoice Submission:

- All electronic invoices must be sent in PDF format only
- Each PDF file should contain one invoice; or one debit note; or one credit note only.  
Eskom SAP system does not support more than one PDF being linked into workflow at a time
- Only one PDF file per email. ( i.e. one invoice or one debit note or one credit note only)
- Send all invoices in PDF straight from your system to the Eskom email address i.e.

[invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)

### Follow-up with Finance Shared Services (FSS):

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All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email [fss@eskom.co.za](mailto:fss@eskom.co.za)

Introducing electronic invoicing does not guarantee payment, but will ensure visibility of all invoices as well as ensure that no invoice are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked and the system will automatically send an email to the end user to do the GR. This is also tracked by Eskom through the park invoice report.

Your company can request a park invoice report from the Finance Shared Services (FSS) Contact Center, which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS Contact Center.

**2.5 Training workshops and technology transfer**

1. Contractor to ensure all their staff rendering services on this contract attend the Security Induction and Safety Induction Training;
2. Workshops required to streamline standard operating procedures for Eskom security incidents.

**2.6 Things provided at the end of the *service period* for the *Employer's* use****2.6.1 Information and other things**

1. Electronic backups of all data gathered on Eskom cases and information must be handed back for future use by Eskom;
2. Any CCTV footage or information collected during the contract service period must be handed back to Eskom

**2.7 Management of work done by Task Order**

- Item no7 on the price list will be performed only with a task order request.
- No work may commence unless the Task Order has been issued together with a valid purchase order number.
- The task order will be provided as an when the work is required.
- Only the approved the task order template to be used for all requests for services by the Employer.
- The Contractor will provide his quotation in accordance to the task order format.
- Only work as indicated in the approved, accepted and signed off task order should be executed.
- Should there be any activities that is required for the services requested and it has not been indicated on the approved task order, the Contractor will have to obtain approval from the Service Manager first, the task order will then need to be updated accordingly to include these additional activities prior to executing the additional work.

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### **3 Health and safety, the environment and quality assurance**

#### **3.1 Health and safety risk management**

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

#### **3.2 Environmental constraints and management**

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure \_\_\_\_\_

#### **3.3 Quality assurance requirements**

The Contractor shall comply with the Quality criteria and constraints stated in Annexure \_\_\_\_\_

### **4 Procurement**

#### **4.1 Subcontracting**

##### **4.1.1 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.

##### **4.1.2 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.

##### **4.1.3 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.

##### **4.1.4 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 legally and liable to this contract.

##### **4.1.5 Minimum requirements for subcontracting to be met by principle contractor needs to have in place before the appointment of his subcontractor**

The principle *Contractor* must ensure that his proposed subcontractor has the following documentation on record (for access by the Employer) before the appointment.

1. Valid accreditations, authorization and/or Registration necessary to perform the scope
2. Signed 37.2 agreement between Principle Contractor and Subcontractor
3. Approved H&S plan for the subcontractor's portion of the works.
4. Principle contractor to ensure his subcontractor complies with the construction regulations. E.g. Where security services are subcontracted the Contract is to ensure that Eskom Protective Services department has vetted and approve the security subcontractor before they can be mobilized OR in the case of Bush clearing, that this appointment is done via relevant Eskom department (Land Development/Environmental)

## **SECURITY MONITORING AND ARMED RESPONSE IN CAPE COASTAL CLUSTER (EASTERN CAPE)**

5. A signed written contract that clearly outlines the roles and responsibilities of each party - must exist between the principal contractor and sub-contractor/s preferably in the NEC Engineering and Construction Subcontract or Short Subcontract form.
6. Subcontractor should submit a valid Tax clearance certificate to the principle contractor.
7. Subcontractors should comply with relevant requirements of the Skills Levies Act, Unemployment Insurance Fund Act and the Compensation of Occupational Injuries and Diseases Act.
8. Have the required CIDB grading in place to execute the scope.
9. Compliance to approved Safety, Health, Environmental and Quality plans.

### **4.1.6 Principle Contractor's obligation to subcontracting**

During construction, the principle contractor is required to **notify the Employer's Representative (project coordinator) in writing**, of the subcontractor/s that will be utilized on their specific project.

The Contractor should ensure that a vetting/evaluation process is done on his subcontractor to determine whether the subcontractor meet the Employers' minimum requirements and has the technical capability to perform the scope. This process will follow after the Employer's acceptance of his subcontractor and prior to his appointment to perform the scope.

The vetting/evaluation process could include an internal evaluation by the Employer. (Note: In order to determine whether this is a requirement for your subcontractor, please consult with the *Employer's representative/project coordinator*).

**IMPORTANT NOTE: The principle Contractor is not allowed to subcontract 100% of the scope of work to his subcontractor.** In reference to Panel/term contracts, a Principle contractor may not subcontract work to another Contractor on the same panel.

## **5 Working on the Affected Property**

The contractor must immediately report any damages caused while performing work on Eskom property.

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

**The contractor must abide by all access control protocols and site regulation.**

Site entry must be authorised and supervised by Eskom representative where 3<sup>rd</sup> party monitoring equipment, such as modems, gets installed.

### **5.2 People restrictions, hours of work, conduct and records**

The *Contractor* must keep records of his people working on the Affected Property, including those of his Subcontractors. The records must be made available when needed.

Records must be kept of any monitoring equipment installations or work done.

### **5.3 Records of Contractor's Equipment**

The contractor shall keep records of any modems installed, replaced or decommissioned for monitoring purposes. These records shall be updated every month and shared with the employer on a monthly basis for it's own record keeping.