



NEC3 Term Service Contract (TSC3)

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

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

for **Supply, Install, Commissioning and Maintenance of
Security related equipment at various Eskom sites
within the Western Cape Operating Unit**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

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:

2 SUPPLY, INSTALL, COMMISSIONING AND MAINTENANCE OF SECURITY RELATED EQUIPMENT AT VARIOUS ESKOM SITES WITHIN 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	The offered total of the Prices 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
witness

Date

Tenderer's CIDB registration number:

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

2.1 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.

2.2 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.

2.2.1.1 For the tenderer:

2.2.1.2 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

C1.2 TSC3 Contract Data

3 Part one - Data provided by the *Employer*

Clause	3.1 Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	Nolan Ockhuis
	Address	Eskom Distribution Eskom Road Brackenfell 7560
	Tel	021 915 2828
	Fax	086 665 4194
	e-mail	OckhuiN@eskom.co.za
11.2(2)	The Affected Property is	Various, as required
11.2(13)	The <i>service</i> is	Supply, Install, Commissioning and Maintenance of Security related equipment at

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

various Eskom sites within the Western Cape
Operating Unit

11.2(14)	The following matters will be included in the Risk Register	[•]
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	5 years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25 th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard</p>

		Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	This contract will utilise a task order process
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	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 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	Cape Town, South Africa

	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	<p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p>Consumer Price Index (CPI)</p> <p>This Contract will have fixed rates for year 1 and subject to CPI escalation for the remaining period. CPI escalation will be applied at the anniversary of this contract date, for each respective year thereafter and will be implemented on all contractors at the same time.</p>
X2	Changes in the law	<p>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</p>
X18	Limitation of liability	
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
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property,

		<ul style="list-style-type: none"> • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	7 days of receiving the Task Order, unless otherwise agreed to between the parties (such as for breakdowns).
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.

- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

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

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

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

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 <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> 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	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are 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.

C1.2 Contract Data

4 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)³ 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	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in .

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	the document called 'Price List' in Part 2 of this contract.
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

In this contract, please refer to the task order process.

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

In this contract, please refer to the instructions in C2.2.

C2.2 the *price list*

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

- **Refer to attached shopping list**

The total of the Prices

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

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1. Description of the service

1.1. Description of the works (Overview)

- a) This contract is for the Supply, Install, Commissioning and Maintenance of Security and related equipment at various Eskom sites within Western Cape Operating Unit.
- b) Contractor businesses shall be PSiRA registered for the full duration of its contract with Eskom.
- c) Eskom sites include but are not limited to substations (whether being built or already operating), office buildings and customer network centres (CNCs) / technical field offices.
- d) Eskom substations include hazardous environments and may consist of Medium Voltage (MV) and/or High Voltage (HV) systems. As such, compliance to Eskom standards and specifications as well as statutory requirements in this regard is compulsory. Furthermore,
 - All work performed will be done in accordance with a site-specific health and safety plan.
 - All staff will perform work as per the ORHVS regulations and where required, supervised by the contractors' appointed authorized person.
 - The authorization of the contractor's staff is essential as stipulated in this contract and in site- and Eskom specifications.
 - Noncompliance to safety stipulations could lead to contract termination.
- e) This term contract is for a predetermined budgetary amount. Eskom does not commit to utilise the full budget nor term.
- f) Site installation and maintenance activities will be dependent on Eskom requirements for that site. The total contracted value per site/the committed contracted value will be dependent on the site requirements/design and a site-specific task order will be given.
- g) Contractors may use sub-contractors to install and maintain the systems. Potential sub-contractors must be communicated and agreed for use by Eskom before they may be used. No Contractor can subcontract its services without informing Eskom and obtaining approval upfront. All subcontractors will need to comply to the same terms and conditions (NEC principles) of this contract as with the Main Contractor.
- h) The Contractor shall honour all prices agreed to on the Shopping List. All items incorporated in the design shall be present on the priced shopping list, unless explicitly specified as a miscellaneous item subject to an itemised bill being provided by the contractor.
- i) The Contractor shall inform the Employer of any Shopping List items that are, or may be required for future designs, and are not available (either due to disrupted access to stock or products being discontinued), as soon as practically possible since discovering the issue.
- j) Replacement (due to discontinuation) or otherwise new items required to be added to the Shopping List shall be sent to the Employer well in advance of being required on future designs, such that Eskom can review the items and consider updating the Shopping List. Eskom reserves the right to modify the Shopping List items as required from time to time.
- k) Eskom reserves the right to contract any combination of services required by this contract, including none if it does not require so.
- l) The Eskom specification ST_240-91190304 "*Specification for CCTV Surveillance with Intruder Detection*" will be the primary reference and any disputes will be referenced from this document.

- m) The Contractor is to ensure that minimal disruption including noise disturbance is to occur during operations. No separate payment will be made for this, and it will be deemed to be included in the rates tendered for the relevant items.
- n) All equipment warranties and guarantees will be transferred to Eskom at handover of a site. The contractor will assist and facilitate the process of repairs and replacements of equipment as per the OEMs terms and conditions. Warranty periods shall start no earlier than the day upon which equipment is delivered to its intended site.
- o) All security designs, as-builds, emails, and other communications, etc. that contain any detail of proposed or installed Eskom security systems are to be treated as highly confidential and privileged information. Once projects have been completed or handed over to Eskom, all technical details of such systems must be permanently destroyed from the Contractor's systems, including all hard copies.
- p) Eskom establishes self-build agreements with developers (whereby these external developers establish a site conforming to Eskom's specifications and standards) which is handed over to Eskom after completion. The EPC (Engineering, Procurement & Construction) contractor appointed by the developer is required to use only Eskom approved suppliers for all works. The EPC contractor cannot use the Eskom contract, but it is required from the Eskom approved suppliers to provide the same product/service as if they are dealing with Eskom. The successful tenderer for this contract will be seen as an approved supplier for the duration of this Eskom contract. The Contractor's entitlement to this designation is however Eskom's decision and may be retracted at any time.
- q) Where the Contractor provides a service to a developer under Eskom's self-build agreement, the developer/EPC of such project may decide to procure long-lead or any other equipment/material it deems at risk of supply from any OEM or otherwise approved supplier, and free-issue such equipment to the Contractor. In such cases all warranties will transfer to the Contractor, after which the related provisions in the contract will apply.

1.2. Supply

- a) In addition to the supply of equipment as part of the installation or maintenance scope, this contract includes the supply-only of security and related equipment.
- b) For this purpose, a handling fee is included within the shopping list and can be applied to any equipment supplied that is not linked to an installation, maintenance, or any other scope.
- c) The supply of such equipment shall include delivery to Eskom's Brackenfell offices, located at:

*Eskom Engineering Complex
1 Eskom Road
Brackenfell
7560*

- d) Delivery to other locations may be charged as a separate, singular item per purchase order.

1.3. Common requirements

The following requirements are common to all scope other than supply-only, i.e., includes installation, commissioning, and maintenance.

1.3.1. Technical

- a) Designs, installation, commissioning, and maintenance will be according to Eskom specifications and processes.

- b) The contractor shall be experienced with the installation, commissioning, maintenance, and fault finding of the following equipment and technologies. Where required the contractor shall train their staff accordingly to perform the duties expected by the Employer:
- Paradox security systems (Incl. the following: EVO192 and IP150),
 - Heitel and ADPRO video systems,
 - Hikvision and Axis IP camera, public address, networking, and related equipment.
 - IP Networking equipment, including
 - i. Routers
 - ii. Switches (managed)
 - iii. Power over Ethernet devices
 - iv. Basic networking principles (IP addressing, use of netmask and gateways, broadcast domains and gateways)
 - Non-lethal electrical fences
 - It is expected from the Contractor to also provide training to staff for any new or additional equipment or technology that Eskom decides to deploy. Where feasible, Eskom will provide on-site practical training or exposure to new equipment.
- c) Site-specific designs shall include all required firmware, software, configurations, and settings that the Contractor will be required to apply to devices.
- d) Sites applicable to this contract vary in size and security scope. Guided by Eskom's site-specific Threat and Risk Assessments (TRAs), sites may include any combination of security components, including but not limited to:
- Alarm / intruder systems,
 - Network / Digital video recorders,
 - Thermal and optical cameras (CCTV),
 - Microwave or infrared beams,
 - Radars,
 - Public Address Systems,
 - Integration to other sub-systems such as non-lethal electrical fences, vibration and similar sensors, specialised detectors, etc.
- e) Eskom will be responsible for the communication link from site to the Security Monitoring Centre(s). The Contractor will be responsible for commissioning this link and associated equipment with the assistance from Eskom.
- f) All new installations shall also integrate with Eskom WCOU's current CCTV monitoring system. The current systems used are Heitel / Honeywell's CamControl Pro and Video Central Platinum (VCP), however the platform may change from these. The Contractor is required to ensure this link is commissioned as part of its works.
- g) Services provided by the Contractor include trenching and cabling of equipment and erecting of structures for holding equipment. Note, in some scenarios some services may be performed by another contractor and as such not included in the Contractor's scope and task order (e.g., trenching and sleeving performed by a construction contractor).
- h) The Contractor may be required to compile site-specific commissioning and site acceptance testing procedures.

- i) Compilation of site-specific procedures require the following software (subject to change) and shall be provided by the Contractor (Eskom will not provide any software or licenses):
 - Microsoft Word 2016 or later,
 - Microsoft Excel 2016 or later,
 - Any PDF reader.
- j) During the progress of the work as well as upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall always store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction. Contractor to use the goods lift only during the works.

1.3.2. Interaction with others, including Eskom Contractors

- a) The contractor will be required to interact and co-operate with other Eskom staff and suppliers including, but not limited to, the Security Monitoring Centre and other security system contractors.
- b) Interactions with the Security Monitoring Centre will predominantly be required during commissioning and maintenance, ensuring that connections of alarms and cameras to the Security Monitoring Centre are configured correctly and tested end to end.
- c) Interactions with other Eskom service providers may be required. This would include co-ordinating of activities and integration into 3rd party equipment, technologies, and designs.
- d) Employment of unskilled labour in certain areas may require participation from communities local to a project's area. Should this be required to mitigate any risks, the contractor shall engage with the Community Liaison Officer (CLO) prior to execution.

1.3.3. Task orders

- a) Eskom shall issue Task Orders for work on an *as needed* basis.
- b) Prioritisation of Task Orders and any other security work performed by the Contractor at Eskom sites may be done by Eskom based on business needs. As such, certain Task Orders or work may take preference for which the Contractor will accordingly, (re) assign its resources.

1.3.4. Defects

- a) Defects include the following:
 - Any defect caused (directly or indirectly) by improper installation of equipment or materials,
 - Failure of equipment or material within their warranty or guarantee period,
 - Failure by the Contractor to comply to Eskom's standards and specifications,
 - Failure by the Contractor to configure all systems as per Eskom's commissioning and configuration requirements.
- b) Any defect brought to the attention on the Contractor shall be rectified in a reasonable timeframe, as per clause 42.1.

1.3.5. Pre-requisites for site work

- a) Contractors without the required Eskom ORHVS authorization for this contract's scope must obtain and maintain such authorization from within six (6) months from the contract signing date.
- b) Required authorisation include Access, Supervision and LV operating.

- c) It may be possible for Eskom to provide supervision temporarily while the Contractor trains and applies for the required authorization. If provided to the Contractor, it shall be for a limited time and at Eskom's discretion. Such arrangements are not sustainable for extended periods.

1.3.6. Quality of Workmanship

- a) Workmanship shall adhere to the requirements documented in Eskom specification 240-91190304 - Specification for CCTV Surveillance with Intruder Detection. Additional quality requirements are documented elsewhere in this contract.

1.4. Install and Commission

1.4.1. Introduction

The installation and commissioning portion of this contract includes all scope required to deploy, modify, or upgrade a security system, from inception to final handover and quality assurance. As such activities include, amongst others:

- b) Site establishment.
- c) Supply, deliver and install new equipment to approved design specifications and layout as per shopping list:
- Verified outdoor perimeter intruder detection
 - Indoor intruder detection
 - Surveillance cameras and on-site recording
 - Public address system
 - Gate access automation via building alarm system
 - Dedicated and/or back-up power supply
 - Distribution board and circuits (MCB's and terminals)
 - Security networking (LAN) equipment
 - Power and communication cables
 - Communication equipment and link to Security Monitoring Centre(s) for alarm and CCTV footage reporting
- d) Supply and install new security cabinet to house all main equipment (preferably prepared off-site).
- e) Populate the cabinet according to the approved design layout.
- f) Place new concrete poles for perimeter cameras.
- g) Place new pole for PTZ camera.
- h) Dig trenching to outdoor security equipment and provide appropriate conduit.
- i) Add or install new security system components where necessary or applicable.
- j) Add or install new cabling to security system components where cabling is not within specifications.
- k) Commissioning and decommissioning
- Setup and configure systems to site specific functional and user requirements.

- Integrate all systems according to functional requirements.
- Decommission any old security equipment and cables not in use when applicable.
- Decommissioned equipment shall be returned to Eskom, without being physically damaged.

l) Site acceptance testing & handover to Eskom.

m) Other activities include, but not limited to:

- Handover documentation
- Safety and related documentation,
- Post-handover quality assurance,
- Decommissioning of old, redundant, or non-functioning equipment and systems and its delivery to Eskom's Brackenfell offices.

n) In cases where smaller modifications or upgrade are required, the scope may be limited to:

- Adding Sensors and/or camera's
- Moving Sensors and/or camera's
- Updating software/settings
- Replacing substandard cables and wiring
- Replacing substandard equipment
- Re-building equipment cabinets to meet Eskom's standards

1.4.2. Site types

Sites may include any of the following:

- a) New sites, having no prior security systems installed,
- b) Existing sites, having no prior security systems installed,
- c) Existing sites, requiring partial modification or extensions,
- d) Existing sites, requiring complete refurbishment / overhaul / replacement of systems,

1.4.3. Contracting Services

The following is an overview of the process to be followed for the installation, refurbishment, or alteration of a security system.

Task Order:

- a) Eskom issues a task order for the site installation, along with necessary design documentation, bill of materials (BOM) and bill of quantities (BOQ). Any deviation from the design (BOM, BOQ, or otherwise) must be approved by Eskom before such deviations are performed.
- b) The Contractor reviews and either accepts or rejects (with comments) the task order and accompanying design documentation.

Note: By accepting the task order, the Contractor also (by default) confirms the design to be technically feasible. Should there be any concern, the Contractor will first raise this with Eskom before accepting the task order.

Site Meeting:

- c) A site meeting is attended by Eskom and the Contractor. In some scenarios this meeting may be optional, however this will be at the prerogative of Eskom.

Pre-requisites:

- d) The contractor provides a site-specific health and safety plan and any other pre-requisite documentation relevant to the site.
- e) Subject to Eskom's approval of all prerequisites, the contractor commences with the site installation.

Installation:

- f) Based on the Contractor's project plan, Eskom and the Contractor shall agree to suitable day(s) for both the site commissioning and site acceptance testing, at least 2 weeks in advance of such testing.

Commissioning:

- g) Site commissioning is done by the Contractor, based on the approved commissioning procedure.
- h) As required, Eskom will assist with the final commissioning of security systems. This is merely to ensure integration between subsystems and centralised monitoring services is done correctly. It is important to note that, at all times, the Contractor is fully responsible for the complete commissioning phase.
- i) The commissioning phase is completed with the submission of a Contractor signed commissioning handover tick-sheet, and its acceptance by Eskom.

Site Acceptance Testing:

- j) Site acceptance tests are performed by the Contractor and witnessed by Eskom. The installation will be passed as acceptable only if it complies with the site-specific design as well as applicable testing procedure, specifications, and guidelines.

Handover:

- k) Handover of system to Eskom, including but not limited to:
- 'As built' designs (including all changes made to the design supplied),
 - Equipment guarantees & warranties,
 - Signing of official handover certificate, including final BOM and BOQ.

Closeout:

- l) Contractor may invoice for the amount as per task order and a final BOM and BOQ. Measurable quantities (whether revised by the Contractor or not) will be verified by Eskom. Processing of this invoice will be subject to acceptance of the installation.
- m) For all labour and travel claims Eskom requires signed timesheets and trip logbooks to process these. Where possible these will be verified by Eskom.

1.5. Maintenance

1.5.1. Introduction

- a) This contract includes the maintenance of the existing security and related installations.
- b) This includes both adhoc (fault) maintenance and routine maintenance.

1.5.2. Adhoc maintenance / faults

1.5.2.1. Overview

- a) The contract includes attending to faults on the existing security installations.
- b) Services required include:
 - Replacing and/or repair of faulty equipment or cabling where necessary.
 - Decommissioned (including faulty) equipment shall be returned to Eskom, without being physically damaged.
- c) Faults shall be graded as per Table 1, indicating the times by which the Contractor is required to respond. Pricing for faults shall be graded accordingly.
- d) Faults are split into two categories, A and B, representing site within (A) and outside (B) the *Greater Cape Town Area*.
- e) *Greater Cape Town Area* is defined as 50km geocentric from Cape Town. **Additional travel will only be paid for sites outside of this range (i.e., category B sites). In these cases, the km travelled will include the time.**
- f) The shopping list includes all fault types. **Faults shall include a call out fee covering the first 2 hours on-site and thereafter a per hour fee.**

Table 1: Sites within greater Cape Town Area:

Fault Type	Time to Site	Hours	Notes
1. Routine Fault	A1: Following working day B1: Following working day, plus travelling time	8am – 5pm Allow for 2 hours to fix fault – latest arrival 3pm.	Routine faults must be attended to on either the same or following day.
2. Urgent Weekday Fault	A2: Within 4 working hours B2: Within 4 working hours, plus travelling time	8am – 5pm Allow for 2 hours to fix fault – latest arrival 3pm.	Urgent faults will only be issued if faults can be attended to on the same day. If for whatever reason the Contractor is unable to, the task order will be cancelled.
3. Urgent Saturday Fault	A3: Within 4 hours B3: Within 4 working hours, plus travelling time	8am – 5pm Allow for 2 hours to fix fault – latest arrival 3pm.	
4. Urgent Sunday Fault	A4: Within 4 hours B4: Within 4 working hours, plus travelling time	8am – 5pm Allow for 2 hours to fix fault – latest arrival 3pm.	

1.5.2.2. Contracting Services

The following is an overview of the process to be followed for the adhoc maintenance (faults) of a security system:

Task Order:

- a) Eskom issues a task order detailing the type of fault, site category and scope of work.
- b) The Contractor reviews and either accepts or rejects (with comments) the task order and accompanying design documentation.

Maintenance:

- c) The Contractor attends to the fault based on the prescribed timeframes.

- d) Contractor rectifies the faults on-site.
- e) Contractor performs a site security audit to ensure all sensors and systems are performing optimally. The Contractor shall note all findings for Eskom's record.
- f) Additional faults discovered shall be communicated to Eskom upon which further (on-site) instructions may follow.
- g) Contractor details the extent of work performed, including:
 - Time spent on-site,
 - Equipment replaced (detailing serial numbers old and new equipment),
 - Cabling and other consumable items replaced, and
 - Completes a mandatory maintenance closeout and site security audit form.

Closeout:

- h) Upon completion of the required closeout documentation, the Contractor submits these together with the final (revised if required) shopping list for Eskom to verify.
- i) Once verified by Eskom, the Contractor invoices for the final amount as per the task order and shopping list.

Exceptions:

- j) Should the Contractor be unable to rectify the issue, it shall immediately inform Eskom, whilst still on-site.

General:

- k) As per 240-91190304, Eskom may under an *emergency* scenario, require the Contractor to immediately attend to a site. This will be limited to situations with life threatening consequences, or high probability of damage to Eskom assets. This work will be prioritised over all other Eskom work.

1.5.3. Routine Maintenance

- a) Contractor may be requested, on a task order basis, to do regular maintenance on installed equipment as described in the maintenance section of specification 240-91190304.
- b) Routine maintenance will be planned and as such executed such that travelling, and time is optimised.
- c) Routine maintenance may include specific items or scope to be addressed, based on historic faults or reports received from Eskom's internal users. This will be in addition to a generalised maintenance scope of work.

1.6. General

- a) The Contractor will keep the Employer updated regarding any changes to employees which are involved in performing the service. This include providing the Employer with an up-to-date company organogram and proof of relevant training to perform the service.
- b) The Contractor's employees will at all times wear company uniforms and/or always-visible identification cards, clearly marked with the Contractor's logo.

Access to sites

- c) The Contractor shall ensure that he is familiar with conditions of access roads and sites as well as subsurface conditions.
- d) The Contractor will adhere to all the requirements as per the specification "Access to Farms" which includes, but is not restricted to:
 - Identity cards with photographs
 - Clearly marked vehicles
 - Cooperation to help Eskom provide the customer with a project schedule reflecting the period during which the construction and commissioning activities will take place.
- e) The Contractor shall be responsible for negotiation with customers regarding use of access routes on farms etc.
- f) The Contractor will be responsible for negotiation with land or business owners and / or the Local Authority regarding the works.
- g) The Contractor will be responsible for external disputes which may occur regarding the works.

Site Establishment and De-establishment

- h) Contractor to clear and de-establish their site on completion of their works.
- i) Contractor is required to cart away rubble and surplus demolished or removed works.
- j) Where applicable, *site establishment* will make provision for costs to be incurred by the Contractor to ensure adherence to the Environmental Management Plans and Specifications attached to this contract.

Carrying out the works

- k) The Scope of "Works" is an extension of the drawings, specifications and bills of quantities listed. The Contractor shall notify the Employer of any discrepancies before commencement of the works
- l) The onus is on the Contractor to obtain the latest revision of standards applicable. (Registration on Eskom IARC web)
- m) The Contractor is required to supply all labour, plant, equipment, loose tools, consumables and transport for the duration and completion of the project.
- n) Contractor to provide summary of all costs for the execution of the works of the complete project.
- o) The Contractor must immediately notify the Employer in writing of scope and site variations.
- p) The Contractor will report all obstacles on site that could impact negatively on time and cost in writing to the Employer.

SUBCONTRACTING

- q) Only specialised services are allowed to be subcontracted. This includes only fibre splicing, fibre commissioning, COC electrical installation certificate, and any other service Eskom confirms in writing, directly to the Contractor.

Wayleaves and other

- r) The Contractor shall adhere to all the requirements of the applicable Local Authority.

- s) All costs for damaged fences and road reserve shall be borne by the Contractor

Performance Management

- t) The Contractor's performance will be assessed by means of the satisfactory acceptance and completion of works, and within the accepted timeframes as detailed on task order(s) issued to the Contractor.
- u) The Employer reserves the right to modify this contract's budget allocation (i.e. contract value), should the Contractor's performance negatively affect the Employers' works.

1.7. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CCTV	Closed-Circuit Television
CLO	Community Liaison Officer
CNC	Customer Network Centre
COC	Certificate of Compliance
EPC	Engineering, Procurement and Construction
HV	High Voltage
IARC	Industrial Association Resource Centre
IP	Internet Protocol
LAN	Local Access Network
MCB	Miniature Circuit Breaker
MV	Medium Voltage
OEM	Original Equipment Manufacturer
ORHVS	Operating Regulations for High Voltage Systems
PSiRA	Private Security Industry Regulatory Authority
TRA	Threat and Risk Assessment
WCOU	Western Cape Operating Unit

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 and when required.

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 personnel that would be performing work for this contract. This must also be inclusive of the Health and Safety management structure. This must be submitted to the *Service Manager* within one week after contract award. Any changes thereafter must be communicated to *Service Manager* within one week of such change coming into effect.

2.3. Provision of bonds and guarantees

As described elsewhere in the contract.

2.4. Documentation control

As described elsewhere in the contract.

2.5. Invoicing and payment

- a) The *Contractor* will submit his claim as per the NEC Payment Certificate format as attached to this contract with supporting Bill of Quantities on the *assessment day*. The Contract Number must be clearly visible on the NEC Payment Certificate. The Employer may update the task order template from time to time, to better reflect the services.
- b) The *Employer* will assess the Payment Certificates on actual work completed. Any possible issues regarding the claim will be addressed by the *Employer* to the *Contractor*.
- c) On acceptance of the Payment Certificate by the *Employer* the *Contractor* submits his invoice as agreed upon with the *Employer*. Payment will take place as per the NEC Conditions of Contract.
- d) In terms of core clause 50 the *Contractor* assesses the amount due and applies to the Employer for payment. The *Contractor* applies for payment with a tax invoice addressed to the Employer as follows:

Eskom Holdings SOC Limited
60 Voortrekker Road
Bellville
7535

- e) The *Contractor* includes the following information on each tax invoice:
 - Name and address of the Contractor
 - The contract number and title;
 - Contractor's VAT registration number;
 - The Employer's VAT registration number 4740101508;
 - The total of
 - The Price for each lump sum item in the Price List or Task Order which the Contractor has completed;

- Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the Contractor has completed by the rate,
 - Other amounts to be paid to the Contractor;
 - Less amounts to be paid by or retained from the Contractor;
 - The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
 - (add other as required)
- f) The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing
- the Price for each lump sum item in the Price List or Task Order which the Contractor has completed and
 - where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

2.6. Contract change management

As described elsewhere in the contract.

2.7. Insurance provided by the Employer

As described elsewhere in the contract.

2.8. Training workshops and technology transfer

As described elsewhere in the contract.

2.9. Design and supply of Equipment

As described elsewhere in the contract.

2.10. Things provided at the end of the service period for the Employer's use

2.10.1. Equipment

None

2.10.2. Information and other things

As described elsewhere in the contract.

2.11. Management of work done by Task Order

As described elsewhere in the contract.

3. Health and safety, the environment and quality assurance

- a) The Safety, Health and Environmental (SHE) requirements for the service are specified in Eskom standard 32-136 (Contractor Health and Safety Requirements), and "4516910 - 22/07/2021" Rev. 2, which is the SHE Specification for this specific contract.
- b) The Contractor will further work according to all the Employer's other safety, health and environmental standards, procedures, specifications and any other related documentation;
- c) The Contractor employees must receive a safety induction before they can start to perform the service; The Contractor will arrange with the Employer's SHE department to undergo a safety and environmental induction.
- d) The Contractor will enter a substation only if authorised to do so in writing, or under the supervision of a duly authorised employee from the Employer and only move and work in areas indicated by this Employee.

- e) The Contractor will treat all electrical equipment as alive and dangerous and will keep well clear until a duly authorised employee from the Employer makes the area safe and indicates the safe areas within which the Contractor can work.
- f) The Contractor will allow the Employer to conduct SHE audits on the Contractor's premises as and when required by the Employer.
- g) Quality Plan: The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- h) Contractor to ensure that all personal protective clothing and equipment for the Contractor's employees is to be always provided during the execution of the works. PPE should be always available on site.

4. Procurement

As described elsewhere in the contract.

4.1. People

4.1.1. Minimum requirements of people employed

As described elsewhere in the contract.

4.1.2. BBEE and preferencing scheme

- a) Contractor must maintain or improve their B-BBEE status level for the duration of the contract award. Contractor will be required to always ensure that they have a valid B-BBEE certificate updated on their vendor profile.
- b) Should a Contractor's B-BBEE status level drop below from the level it was at contract award, Eskom will require that the Contractor remedies the situation within a period of 3 months to not affect Eskom's B-BBEE status level.

4.2. Subcontracting

4.2.1. Preferred subcontractors

As described elsewhere in the contract.

4.2.2. Subcontract documentation, and assessment of subcontract tenders

As described elsewhere in the contract.

4.2.3. Limitations on subcontracting

As described elsewhere in the contract.

4.2.4. Attendance on subcontractors

As described elsewhere in the contract.

4.3. Plant and Materials

4.3.1. Specifications

As described elsewhere in the contract.

4.3.2. Correction of defects

As described elsewhere in the contract.

4.3.3. Contractor's procurement of Plant and Materials

As described elsewhere in the contract.

4.3.4. Tests and inspections before delivery

As described elsewhere in the contract.

4.3.5. Plant & Materials provided “free issue” by the *Employer*

As described elsewhere in the contract.

4.3.6. Cataloguing requirements by the *Contractor*

As described elsewhere in the contract.

5. Working on the Affected Property

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

Contractors shall comply with the ORHVS and be duly authorised to perform work at Eskom substations. This is further described elsewhere in the contract.

5.2. People restrictions, hours of work, conduct and records

As described elsewhere in the contract.

5.3. Records of *Contractor’s* Equipment

As described elsewhere in the contract.

5.4. Equipment provided by the *Employer*

As described elsewhere in the contract.

5.5. Site services and facilities

5.5.1. Provided by the *Employer*

In addition to requirements stated elsewhere in this document,

the Employer shall be consulted as to the facilities available at each site as required by the Contractor. Should the required facilities not be available, the Contractor shall provide such facilities for the time of rendering its service to the Employer.

5.5.2. Provided by the *Contractor*

As described in 5.5.1 and elsewhere in this document.

5.6. Tests and inspections

5.6.1. Description of tests and inspections

As described elsewhere in the contract.

5.6.2. Materials facilities and samples for tests and inspections

As described elsewhere in the contract.

6. Specifications

In addition to already listed or referenced standards and specifications, the following shall be complied with:

Title	Date or revision	Tick if publicly available
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<u>General Specifications:</u>		
4516910 - 22/07/2021 SHE Specification	Revision 2	
<u>Technical specifications:</u>		
240-91190304 Specification for CCTV Surveillance with Intruder Detection	Revision 2	
240-86738968 Specification for Integrated Security Alarm System for Protection of Eskom Installations and its Subsidiaries	Revision 2	
240-170000096 Physical security integration standard	Revision 1	

7. List of drawings

7.1. 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.

Drawing number	Revision	Title

*Note, the *Employer* may choose to use a different task order format should it see so fit.