

**PREVENTION AND INVESTIGATION OF VANDALISM AND THEFT OF ESKOM
NETWORK INFRASTRUCTURE, INVESTIGATION OF ESKOM INTERNAL
MISCONDUCTS AND CRIMINAL ACTIVITIES IN EC COASTAL CLUSTER**

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

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EC.**

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	As per rates
	Sub total	As per rates
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	As per rates
	(in words As per rates	

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*.

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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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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.

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	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
10.1	The <i>Service Manager</i> is (name):	Elre Du Plessis
	Address	ESKOM HOLDINGS SOC LIMITED,
	Tel	Sunilaws Office Park, Beacon Bay
	Fax	EAST LONDON, 5205
	e-mail	043 703 2675
11.2(2)	The Affected Property is	Eskom Distribution Eastern Cape Coastal Cluster sites
11.2(13)	The <i>service</i> is	PREVENTION AND INVESTIGATION OF VANDALISM AND THEFT OF ESKOM

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

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11.2(14)	The following matters will be included in the Risk Register	1. Loss, damage and/or theft of Eskom assets; 2. Damage to Eskom property due to criminal activity; 3. Legal contraventions by Contractors with regards to the Firearm Controls Act, Criminal Procedure Act, OHS Act, PSIRA Act; 4. Usage of unregistered, non-compliant, untrained, skilled and inexperienced; and illegal foreign nationals as investigators for this services; 5. Unpaid or late payment of salaries as per agreed employment contract terms, including annual increases; 6. Contravention of Eskom policies, procedures, protocols, standards and contract requirements; 7. Late or delayed response to criminal incidents; 8. Late submissions of reports and stats; 9. Non-Performance as per deliverables.
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	1 (one) working week
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
21.1	The <i>Contractor</i> submits a first plan for acceptance within	4 (four) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 August 2024
30.1	The <i>service period</i> is	36 Months
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	

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50.1	The <i>assessment interval</i> is	Between the 25 th and 31 st day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Within 14 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) for amounts due in Rands and (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 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	
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
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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		(See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
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	4 weeks.
11	Data for Option W1	

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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	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	
X17	Low service damages	
X17.1	The <i>service level table</i> is in	n/a
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 http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited	The greater of

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	to	- the total of the Prices at the Contract Date and - the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for - Defects due to his design, plan and specification, - Defects due to manufacture and fabrication outside the Affected Property, - loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), - death of or injury to a person and - infringement of an intellectual property right.
X18.5	The end of liability date is	36 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 (seven) days of receiving the Task Order
Z	The additional conditions of contract are	Z1 to Z11 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

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- 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*.

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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

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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 <i>Contractor</i> 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. |
- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

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- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 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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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)

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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)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	
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	

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

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Responsibilities:
Qualifications:
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

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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

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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>	[•]

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C2.1 Pricing assumptions: Option A

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 - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - 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.
		(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.

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.

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).

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.

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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.

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.

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C2.2 the *price list*

Item nr	Description	Unit	Rate	Price
1	Crime and Intelligence Investigators (incl call-out, standby and overtime rates per Investigator per month) as per PSIRA Rate Determination per month. 6 Investigators to be available at any given time.			
1.1.	Crime and Intelligence Investigators	Per Month		Rate Only
2.	Informants/Informers	Per month		Rate Only
3	Bulletproof vests SA Mix Level 3 (including wear & tear)	Once-off for term of contract		Rate Only
4	Vehicles			
4.1	4x2 bakkie (off road capabilities)	Rate per km		Rate Only
4.2	4x4 bakkie (off road capabilities)	Rate per km		Rate Only
4.3	Sedan	Rate per km		Rate Only
6.	Air Support (i.e. drones or similar incl operating licences, taxes etc.)	Per Shift		Rate Only
7.	Alarm monitoring for surveillance per site (i.e. for overhead lines, crime hotspot infrastructure to detect intrusion/activities and prevent further losses etc.):	Per Month		Rate Only
7.1	Permanent sites	Per Month		Rate Only
7.2	Temporary sites	Per Month		Rate Only
8.	Camera monitoring per site (including downloading of footage, data, etc).	Per Month		Rate Only
9.	Control Room Operators (minimum 2, PSIRA Grade C)	Per Month		Rate only
10.	Accommodation	Per Night		Rate Only
11.	Close Personal Protective services	Per Hour		Rate only
12.	Installation and/or refurbishment as well as continuous maintenance of security related equipment	Ad hoc / Per Quotation		Rate only

Prices will be fixed and firm for the first 12 months of the contract, thereafter will be annually escalated based on PSIRA annual wage increase published in the government gazette.

PSIRA sectoral determination rates increases on Control Room Operators, both labour and overheads increases are expected to be effected once a year. Annual rates (as publicised in the Government Gazette) will not increase automatically, but be approved by Eskom and accepted by the service provider in writing.

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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Description of the service

Executive overview

1.1 Executive overview:

It is the responsibility of the relevant Eskom asset owner to ensure the protection and safekeeping of the network within their area of responsibility from being affected by incidents of crime. It is well-known that the Eskom Network Infrastructure in the Eastern 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 and it is evident that organized teams of criminals who are particularly familiar with the Eskom infrastructure are conducting these crimes. It is therefore imperative that the EC COASTAL CLUSTER ensures that these crime incidents are optimally investigated, with the aim of reducing these crime incidents to the bare minimum.

It is the Eskom Security Department's opinion that this can be achieved by ensuring effective intelligence based response and investigations of these crimes with the aim of deterring any further crime incidents against the infrastructure of Eskom EC COASTAL CLUSTER and 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:

Prevention of vandalism and theft of Eskom network infrastructure, investigation of Eskom internal misconducts and criminal activities in Western Cape Coastal Cluster.

The services required in the Cluster shall, at any particular time be expected to include, but will not be limited to the following:

- Research and/or investigations of the metal market and recycling industry in South Africa to determine the destination of stolen Eskom equipment.
- The profiling of criminal syndicates and unscrupulous scrap metal dealers.
- Profiling thieves not related to criminal syndicates within communities involved with theft of Eskom Network Infrastructure.
- The use of informers within the communities involved with the theft of Eskom Network Infrastructure.
- Investigate criminal activities committed by metal merchants, smelters, exporters, metallurgical laboratories, relating to the trading, transporting or handling of stolen Eskom equipment.
- Investigate Eskom internal misconducts and criminal activities committed by employees and contractors, as and when reported.

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- Investigation will be in line with Eskom crime reporting and investigation procedure, Eskom Conditions of Service and Disciplinary Code Standards.
- Provide written progress reports on the investigation to the responsible Security Manager.
- Provide a comprehensive final investigation report with detailed findings and recommendations for action/implementation by Eskom relevant Managers/Supervisors in the EC COASTAL CLUSTER.
- Research and/or investigations into the activities of criminal elements and crime syndicates targeting Eskom network infrastructure by means of obtaining intelligence information and putting an end to these crimes and identifying criminals for criminal prosecution.
- Eskom material identification statements in support of criminal investigations and prosecution upon recovery.
- Interact with law enforcement agencies to provide training where identified and to create awareness on the impact of the crime.
- Interaction with the judiciary to provide training and support where required.
- Develop appropriate technology solutions in support of this strategy.
- Identify hotspots where equipment theft syndicates and petty thieves who are not syndicates, are operating and initiate intelligence driven operations to apprehend them.
- Attend and participate at SAPS disruptive operations in various areas.
- Compile and maintain case dockets with sufficient evidence to apprehend and initiate prosecution, or to take other necessary action against the above.
- Submit processed evidence to relevant government authorities for appropriate action.
- Monitor and support relevant government authorities during above-mentioned action.
- Maintain a database to log all information gathered during the above research/investigations.
- Provide Eskom with intelligence information which may be used to establish an in house active crime – intelligence capability.
- Establish measures to counter act the prevalence of corruption in relation to crimes of this nature.
- The service provider shall have an existing electronic database of the criminals, suspects, syndicates, groups, assets recovered and convictions.
- The service provider will supply a dual server that can be housed in a safe location decided by Eskom to enable Eskom to access the data without delays. Access levels to the electronic database will be decided on and managed by Eskom EC Cluster Security Manager.

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- Provide Eskom with access to content – e.g. Read/View rights on incident management system / existing database containing syndicates, suspects, scrap Dealers, Eskom Hot spots and modus operandi's of suspects
- The service provider shall have an air surveillance capability fitted with night vision – preferably doing so by using drones, mainly for overhead lines, sites in rural and mountainous areas.
- The service provider is to furnish Eskom with electronic backups of all data gathered on monthly basis.
- The service provider shall have at least 5 years of provable experience of investigating and or dealing with non-ferrous infrastructure vandalism and thefts.
- The service provider should have a legal team at their disposal experienced in criminal law with a particular focus on network infrastructure crime and criminal matters amendment act. The team must have the ability to initiate court proceedings, both civil and criminal and must be able to assist in the recovery of proceeds of crime with the assistance of Asset Forfeiture Unit.
- Monitor and investigate illegal exports of non-ferrous metals at all ports of exits.
- Monitor the syndicate members after their release from prison.
- The service provider must support the criminal justice system during the criminal prosecution process, and act as a custodian in criminal cases on behalf of Eskom. They must be able to give sound advice to National Prosecuting Authority and SAPS concerning the best cause of action in the matters.
- The service provider will arrange for the centralisation of criminal cases from various areas with the assistance of the NPA and SAPS to ensure the most effective way of prosecuting criminals.
- The service provider must conduct syndicate mapping and evidence analysis.
- Identify metallurgical laboratories/scrap metal dealers, smelters in the Eastern Cape and other provinces if so required, that are involved in the handling and or processing of scrap metal scrap destined for the export market.
- Identify and Profile perpetrators/syndicates of Network Infrastructure Crime
- Identify Crime Hotspots/Risk Areas where infrastructure crime syndicates are operating
- Identify the Modus Operandi and specific targets, sites, areas (Geographical info)
- Provide reports on investigation activities, performance, and successes.
- Conduct and provide Root cause analysis
- Provide and quantify the losses (including consequential losses) – rand value estimates

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- Conduct intelligence driven/disruptive operations – minimum 3 per month in EC Coastal Cluster.
- Have a well-established and managed Informer network
- Conduct Covert operations / infiltration by possessing all the necessary resources – people, tools and technology etc.
- Shall arrange and participate in carrying out entrapment (Section 252A)
- Be able to track/trace profile and establish ownership, e.g. suspected vehicles, telephone numbers, etc.
- Service on and as requested by Eskom (Ad-hoc/specific): e.g. deeds, company information, individual information, criminal records, verification of documentation regarding identification/certifications/registrations etc.
- Social media network monitoring for security threats against Eskom network infrastructure i.e. overhead, underground lines, substations and other critical infrastructure in the Cluster;
- Transfer of skill, investigation information and workplace experience to Eskom security teams must be conducted by service provider;
- At the end of the contract – Eskom IP to be handed back to Eskom Security Contract Service Manager (Corporate memory to be with Eskom Holdings) within 30 calendar days;
- Form Part of disruptive Operations with various law enforcement agencies within the EC Coastal Cluster and provide report of outcomes of each operation including any successes;
- Targeted Patrols (in hotspot areas)
- Opening of cases with SAPS, completing of dockets on behalf of Eskom
- Testifying in courts
- Apprehend perpetrators
- Networking with relevant stakeholders including farming forums and other neighbourhood security clusters;
- Technology shall be deployed in identified hotspots areas as tasked by the contract service manager
The technology must be able to delay, deter and detect and send alerts on real time in order to be able to effect arrests.

1.3. DELIVERABLES

The service provider shall amongst others, deliver the following:

- Weekly incident reports, Monthly reports, quarterly and annual reports and list of case dockets on hand;
- Details of criminal cases opened per month and progress feedback;

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- The turnaround time per investigation to be determined by the contract service manager upon discussion with service provider per project;
- Successful arrests of suspects and syndicates;
- Report Outcomes of court cases and/or convictions;
- Tampering detection reports;
- Report on number of meetings held with relevant stakeholders on behalf of Eskom;
- Proof of skill, information and experience transfer;
- Appearance in courts as per subpoenas;
- Number of case dockets opened compared to the number of incidents reported;
- Targeted patrols per hotspot including weekly patrol plans;
- Response time per incident;
- Detect attempted thefts of overhead and underground cables to prevent vandalism;
- Early warning of attempted thefts and vandalism of Eskom assets;
- GIS mapping of asset location;
- Number of entrapments undertaken per month;
- Maintain Informer database and keep it updated;
- Number of disruptive operations per month (minimum 4);
- Reduce vandalism and thefts of Eskom assets;
- Compile crime heat maps for EC province;
- Progress reports on all criminal and internal departmental cases;
- Identity location of syndicate members released from prison;
- Number of illegal exports identified and intercepted;
- Electronic backups of all data gathered on monthly basis;
- Root Cause Analysis Reports;
- Number of identification and impact statements provided to the SAPS including the investigating Officers;
- Unannounced visits made to the Scrap Provincial Disposal contractor and findings (minimum 2 times per month);
- Ensure that all team members and operators working with and having access to Eskom information, networks, forums and data sign the Non-Disclosure Form for submission to Eskom Security Contract Service Manager prior to start of contract;
- Ensure that a training file of all team members/investigators together with SAPS security clearance certificate is submitted to Eskom Security Contract Service Manager prior to start of the contract.

1.4. CONTRACTOR PERFORMANCE

The service provider shall issue daily incidents reports when applicable, Weekly consolidated reports, Monthly consolidated reports, quarterly and annual reports showing the following:

- Number of incidents investigated including case numbers;

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- Number of arrests vs the incidents investigated;
- Reduction of crime against Eskom assets- reduction rate is set at 80% within first 3 months of start of contract and monthly after that;
- Conviction rate – conviction rate is set at 80%;
- **30 minutes response time (air capability)**
- **45 minutes reaction time (land)**

1.5. NON-PERFORMANCE AND PENALTIES

- Failure to respond within the stipulated time will have a penalty of 30% deducted from monthly total invoice excl vat against the supplier. The response time must be in the service provider's Prevention Scope and Plan;
- Failure to reduce the crime rate against Eskom assets within stipulated time period will have a penalty of 30% deducted from monthly total invoice excluding vat against the supplier for non-performance;
- Failure to submit required reports within stipulated duration will have a penalty of 30% deducted from monthly total invoice excluding vat against the supplier.

1.6. TECHNICAL REQUIREMENTS:

The appointed service provider must ensure that the following technical requirements are in place and met: **Legislative Requirements**

- Valid company registration certificate;
- Valid PSIRA registration Certificate of the company and its directors/owners;
- Valid PSIRA registration certificates of investigators;
- Valid PSIRA Letter of good standing;
- Valid company firearm licence and competency certificates of investigators.

1.7. Infrastructure, Equipment Requirements, and Registers

- Secured Offices for Investigators
- Evidence Register
- Secured infrastructure to safeguard Eskom information, data and evidence material
- Proper access control to data centres and building
- Access to legal team to assist with prosecutions at supplier's own cost
- Secured office buildings to operate at
- 24/7 manned control room and operational, must be within the OU, with reinforced doors, walls, reliable and effective communication with all sites, must have landline, cellular phones and 2-way radios
- Occurrence Book and other registers
- Emergency Call-out Procedure in the control room
- 24hrs availability (communication and response), Communication devices e.g. PPT, PTT (incl SMART PTT and iTALK devices), Two-way radios and/or cell phones
- Geographical Information System (GIS) capabilities
- Thermal Detection Night Vision Equipment, Cameras for pictures of scenes and operations;

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- Firearms, ammunition, bulletproof vests SA Mix Level 3
- Air support manned (drone or similar) with thermal image capability (high capability Pan, Tilt and Zoom);

1.8. Manpower Requirements, Skills, Experience and Competencies

- One dedicated team of 6 investigators, skilled, experienced in organised crime and intelligence investigations, armed reaction and hotspot patrols;
- Each investigator must have 25yrs minimum collective related investigative and intelligence;
- Transport for operations-supply at least 6 vehicles with off-road capabilities;
- Minimum of 2 control room operators on rotational shifts

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If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

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Management strategy and start up.

The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

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:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor and _____</i>

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.

Contractor's management, supervision and key people

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organograms from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

Documentation control

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

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1. Early Warning
2. Compensation Event Notifications
3. Notification of Default
4. Instructions by Service Manager or Service provider

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

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- 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

Follow-up with Finance Shared Services (FSS):

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

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.

Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

Training workshops and technology transfer

1. Contractor to ensure all their staff rendering services on this contract attend the Safety Induction Training;

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

Equipment

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

Information and other things

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Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

Health and safety, the environment and quality assurance

Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in this NEC and its addendums.

Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in this NEC and its Addendums.

People

Minimum requirements of people employed

Maximum of 6 trained, competent, skilled and experienced Investigators, with Network infrastructure thefts, investigation, and informer networks experience with high conviction rate on cases.
2 Grade C Security Control Room Operators on rotational 12hrs shift

BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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Subcontracting

Preferred subcontractors

No Subcontracting is required for this service

People restrictions, hours of work, conduct and records

Contractor must submit monthly time sheets, vehicle trip sheets with the payment certificate for verification before final invoice can be submitted

Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

Records of Contractor's Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

Equipment provided by the Employer

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

Substation and Overhead lines for use to install CCTV and alarm monitoring for surveillance as part of investigation to track criminals

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Site services and facilities

Provided by the *Employer*

This is a mandatory cross reference form clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

Provided by the *Contractor*

Describe what the *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. Also state what happens to these facilities upon completion of the contract.

Refer to 1.7 and 1.8 under the Description of Service

Control of noise, dust, water and waste

State requirements, if any.

Hook ups to existing works

State any constraints

Tests and inspections

Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

Regular inspections of Vehicles utilised for the services

Bulletproof vest test report

Regular Inspections of office, equipment, firearms, case dockets and registers

Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

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List of drawings

Drawings issued by the *Employer*

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

Drawing number	Revision	Title