



NEC3 Term Service Contract (TSC3)

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

AND(Tenderer)
(Reg No. _____)

for **The Provision of Outcome-Based Physical Guarding Services and Security Technology Solutions for Three Zones (Pietermaritzburg, Newcastle and Empangeni) in the Eskom Distribution Division, Central East Cluster – KwaZulu Natal Operating Unit for a Period of Sixty (60) Months.**

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CONTRACT No.:

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

THE PROVISION OF OUTCOME-BASED PHYSICAL GUARDING SERVICES AND SECURITY TECHNOLOGY SOLUTIONS FOR THREE ZONES (PIETERMARITZBURG, NEWCASTLE AND EMPANGENI) IN THE ESKOM DISTRIBUTION DIVISION, CENTRAL EAST CLUSTER – KWAZULU NATAL OPERATING UNIT FOR A PERIOD OF SIXTY (60) MONTHS.

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	RATES ONLY
	Sub total	RATES ONLY
	Value Added Tax @ 15% is	RATES ONLY
	The offered total of the amount due inclusive of VAT is ¹	RATES ONLY
	(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*.

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**

Eskom Holdings SOC Ltd
No 2 Maxwell Drive Sunninghill
Sandton

(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.

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

Eskom Holdings SOC Ltd
No 2 Maxwell Drive Sunninghill
Sandton

(Insert name and address of organisation)

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	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X4: Parent company guarantee
		X12: The Partnering Option
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		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, no 2 at Maxwell Drive, Sandton, Johannesburg
	Tel No.	(011) 800 811

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

10.1	The <i>Service Manager</i> is (name):	Musa Mchunu
	Address	1 Portland Road ,Mkondeni Pietermaritzburg
	Tel	033 395 3445
	Fax	n/a
	e-mail	mchunum@eskom.co.za
11.2(2)	The Affected Property is	Three zone within Central East Cluster (KZNOU)
11.2(13)	The <i>service</i> is	The Provision of Outcome-Based Physical Guarding Services and Security Technology Solutions for Three Zones (Pietermaritzburg, Newcastle and Empangeni) in the Eskom Distribution Division, Central East Cluster – KwaZulu Natal Operating Unit for a Period of Sixty (60) Months.
11.2(14)	The following matters will be included in the Risk Register	1. Loss of Eskom assets 2. Poor handling of Firearms and ammunition. 3. Strike action by Contract Security employees 4. legal contraventions by Service Providers with regards to the Firearms Control Act and Private Security Industry Regulatory Authority (Psira). 5. The employment of illegal foreign nationals to work as security officers 6. Non-compliance to Psira national wage regulation 7. Providing security officers that are incompetent and non-compliant to Eskom requirement.
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	12 hours
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	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	To be confirmed

30.1	The <i>service period</i> is	5 years (60 months)
4	Testing and defects	Refer to Scope of Work / Works Information Section
5	Payment	
50.1	The <i>assessment interval</i> is	Last day of the 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	Fourteen days after all work has been completed along with the required documentation submitted and final correct invoice has been submitted.
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	
60.1	The following are compensation events. (1) The <i>Service Manager</i> gives an instruction changing the Service Information except - a change made in order to accept a Defect or - a change to the Service Information provided by the <i>Contractor</i> for his plan which is made either at his request or to comply with other Service Information provided by the <i>Employer</i>. (2) The <i>Employer</i> does not provide the right of access to the Affected Property in accordance with the Accepted Plan. (3) The <i>Employer</i> does not provide something which he is to provide as stated in the Service Information in accordance with the Accepted Plan. (4) The <i>Service Manager</i> gives an instruction to stop or not to start any work.	

- (5) The *Employer* or Others do not work in accordance with the Accepted Plan or within the conditions stated in the Service Information.
- (6) The *Service Manager* does not reply to a communication from the *Contractor* within the period required by this contract.
- (7) The *Service Manager* changes a decision which he has previously communicated to the *Contractor*.
- (8) The *Service Manager* withholds an acceptance (other than acceptance of a quotation for not correcting a Defect) for a reason not stated in this contract.
- (9) A test or inspection done by the *Service Manager* causes unnecessary delay.
- (10) A change to the Affected Property other than a change as a result of Providing the Service.
- (11) The *Employer* does not provide materials, facilities and samples for tests and inspections as stated in the Service Information.
- (12) An event which is an *Employer's* risk in this contract.
- (13) The *Service Manager* notifies a correction to an assumption which he has stated about a compensation event.
- (14) A breach of contract by the *Employer* which is not one of the other compensation events in this contract.

61	Notifying compensation events
61.1	For compensation events which arise from the <i>Service Manager</i> giving an instruction, changing an earlier decision or correcting an assumption, the <i>Service Manager</i> notifies the <i>Contractor</i> of the compensation event at the time of that communication. He also instructs the <i>Contractor</i> to submit quotations, unless the event arises from a fault of the <i>Contractor</i> or quotations have already been submitted. The <i>Contractor</i> puts the instruction or changed decision into effect.
61.2	The <i>Service Manager</i> may instruct the <i>Contractor</i> to submit quotations for a proposed instruction or a proposed changed decision. The <i>Contractor</i> does not put a proposed instruction or a proposed changed decision into effect.
61.3	The <i>Contractor</i> notifies the <i>Service Manager</i> of an event which has happened or which he expects to happen as a compensation event if - the <i>Contractor</i> believes that the event is a compensation event and - the <i>Service Manager</i> has not notified the event to the <i>Contractor</i>. If the <i>Contractor</i> 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 unless the event arises from the <i>Service Manager</i> giving an instruction, changing an earlier decision or correcting an assumption.
61.4	If the <i>Service Manager</i> decides that an event notified by the <i>Contractor</i> - arises from a fault of the <i>Contractor</i>, - has not happened and is not expected to happen, - has no effect upon Defined Cost or - is not one of the compensation events stated in this contract he notifies the <i>Contractor</i> of his decision that the Prices are not to be changed. If the <i>Service Manager</i> decides otherwise, he notifies the <i>Contractor</i> accordingly and instructs him to submit quotations. The <i>Service Manager</i> notifies his decision to the <i>Contractor</i> and, if his decision is that the Prices are to be changed, instructs him to submit quotations before the end of either - one week after the <i>Contractor's</i> notification or - a longer period to which the <i>Contractor</i> has agreed. If the <i>Service Manager</i> does not notify his decision, the <i>Contractor</i> may notify the <i>Service Manager</i> of his failure. A failure by the <i>Service Manager</i> to reply within two weeks of this notification is treated as acceptance by the <i>Service Manager</i> that the event is a compensation event and an instruction to submit quotations.

61.5	If the <i>Service Manager</i> decides that the <i>Contractor</i> did not give an early warning of the event which an experienced contractor could have given, he notifies this decision to the <i>Contractor</i> when he instructs him to submit quotations.
61.6	If the <i>Service Manager</i> decides that the effects of a compensation event are too uncertain to be forecast reasonably, he states assumptions about the event in his instruction to the <i>Contractor</i> to submit quotations. Assessment of the event is based on these assumptions. If any of them is later found to have been wrong, the <i>Service Manager</i> notifies a correction.
61.7	A compensation event is not notified after the end of the <i>service period</i> .
62	Quotations for compensation events
62.1	After discussing with the <i>Contractor</i> different ways of dealing with the compensation event which are practicable, the <i>Service Manager</i> may instruct the <i>Contractor</i> to submit alternative quotations. The <i>Contractor</i> submits the required quotations to the <i>Service Manager</i> and may submit quotations for other methods of dealing with the compensation event which he considers practicable.
62.2	Quotations for compensation events comprise proposed changes to the Prices assessed by the <i>Contractor</i> . The <i>Contractor</i> submits details of his assessment with each quotation. If the plan for remaining work is altered by the compensation event, the <i>Contractor</i> includes the alterations to the Accepted Plan in his quotation.
62.3	The <i>Contractor</i> submits quotations within three weeks of being instructed to do so by the <i>Service Manager</i>. The <i>Service Manager</i> replies within two weeks of the submission. His reply is • an instruction to submit a revised quotation, • an acceptance of a quotation, • a notification that a proposed instruction will not be given or a proposed changed decision will not be made or a notification that he will be making his own assessment.
62.4	The <i>Service Manager</i> instructs the <i>Contractor</i> to submit a revised quotation only after explaining his reasons for doing so to the <i>Contractor</i> . The <i>Contractor</i> submits the revised quotation within three weeks of being instructed to do so.
62.5	The <i>Service Manager</i> extends the time allowed for • the <i>Contractor</i> to submit quotations for a compensation event and • the <i>Service Manager</i> to reply to a quotation if the <i>Service Manager</i> and the <i>Contractor</i> agree to the extension before the submission or reply is due. The <i>Service Manager</i> notifies the extension that has been agreed to the <i>Contractor</i>. If the <i>Service Manager</i> does not reply to a quotation within the time allowed, the <i>Contractor</i> may notify the <i>Service Manager</i> of his failure. If the <i>Contractor</i> submitted more than one quotation for the compensation event, he states in his notification which quotation he proposes is to be accepted. If the <i>Service Manager</i> does not reply to the notification within two weeks, and unless the quotation is for a proposed instruction or a proposed changed decision, the <i>Contractor's</i> notification is treated as acceptance of the quotation by the <i>Service Manager</i>.
63	Assessing compensation events
63.1	For a compensation event which only affects the quantities of work shown in the Price List, the change to the Prices is assessed by multiplying the changed quantities of work by the appropriate rates in the Price List.
63.2	For other compensation events, the changes to the Prices are assessed as the effect of the compensation event upon • the actual Defined Cost of the work already done,

- the forecast Defined Cost of the work not yet done and
- the resulting Fee.

If the compensation event arose from the *Service Manager* giving an instruction, changing an earlier decision or correcting an assumption, the date which divides the work already done from the work not yet done is the date of that communication. In all other cases, the date is the date of the notification of the compensation event.

Effects on the Defined Cost are assessed separately for

- people who are employed by the *Contractor*,
- Plant and Materials,
- work subcontracted by the *Contractor* and
- Equipment.

The *Contractor* shows how each of these effects is built up in each quotation for a compensation event.

63.3	If the <i>Service Manager</i> and the <i>Contractor</i> agree, rates and Prices in the Price List may be used as a basis for assessment instead of Defined Cost and the resulting Fee.
63.4	If the effect of a compensation event is to reduce the total Defined Cost, the Prices are not reduced except as stated in this contract.
63.5	The rights of the <i>Employer</i> and the <i>Contractor</i> to changes to the Prices are their only rights in respect of a compensation event.
63.6	If the <i>Service Manager</i> has notified the <i>Contractor</i> of his decision that the <i>Contractor</i> did not give an early warning of a compensation event which an experienced contractor could have given, the event is assessed as if the <i>Contractor</i> had given early warning.
63.7	Assessment of the effect of a compensation event includes risk allowances for cost for matters which have a significant chance of occurring and are at the <i>Contractor's</i> risk under this contract.
63.8	Assessments are based upon the assumptions that the <i>Contractor</i> reacts competently and promptly to the compensation event, that any Defined Cost due to the event is reasonably incurred and that the Accepted Plan can be changed.
63.9	A compensation event which is an instruction to change the Service Information in order to resolve an ambiguity or inconsistency is assessed as if the Prices were for the interpretation most favorable to the Party which did not provide the Service Information.
64	The Service Manager's assessments
64.1	The <i>Service Manager</i> assesses a compensation event • if the <i>Contractor</i> has not submitted a quotation and details of his assessment within the time allowed, • if the <i>Service Manager</i> decides that the <i>Contractor</i> has not assessed the compensation event correctly in a quotation and he does not instruct the <i>Contractor</i> to submit a revised quotation, • if, when the <i>Contractor</i> submits quotations for a compensation event, he has not submitted a plan or alterations to a plan which this contract requires him to submit or if, when the <i>Contractor</i> submits quotations for a compensation event, the <i>Service Manager</i> has not accepted the <i>Contractor's</i> latest plan for one of the reasons stated in this contract.
64.2	The <i>Service Manager</i> notifies the <i>Contractor</i> of his assessment of a compensation event and gives him details of it within the period allowed for the <i>Contractor's</i> submission of his quotation for the same event. This period starts when the need for the <i>Service Manager's</i> assessment becomes apparent.

- 64.3** If the *Service Manager* does not assess a compensation event within the time allowed, the *Contractor* may notify the *Service Manager* of his failure. If the *Contractor* submitted more than one quotation for the compensation event, he states in his notification which quotation he proposes is to be accepted. If the *Service Manager* does not reply within two weeks of this notification the notification is treated as acceptance of the *Contractor's* quotation by the *Service Manager*.

65 Implementing compensation events

- 65.1** A compensation event is implemented when
- the *Service Manager* notifies his acceptance of the *Contractor's* quotation,
 - the *Service Manager* notifies the *Contractor* of his own assessment or
- a *Contractor's* quotation is treated as having been accepted by the *Service Manager*.

- 65.2** The assessment of a compensation event is not revised if a forecast upon which it is based is shown by later recorded information to have been wrong.

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 Eskom's assets

2. Damage to Eskom property due to criminal conduct

3. Safety of Eskom staff and contractors due to criminal activity
4. Strikes and riots |
|------|--|--|

9 Termination

9

- 90.1** If either Party wishes to terminate the *Contractor's* obligation to Provide the Service, he notifies the *Service Manager* and the other Party giving details of his reason for terminating. The *Service Manager* issues a termination certificate to both Parties promptly if the reason complies with this contract.

- 90.2** The *Contractor* may terminate only for a reason identified in the Termination Table. The *Employer* may terminate for any reason. The procedures followed and the amounts due on termination are in accordance with the Termination Table.

TERMINATION TABLE

Terminating Party	Reason	Procedure	Amount due
The <i>Employer</i>	A reason other than R1–R21	P1, P2 and P4	A1, A2 and A4
	R1–R15 or R18	P1, P2, P3 and P4	A1, A2 and A3
	R17 or R20	P1 and P4	A1 and A2
	R21	P1, P3 and P4	A1 and A2
The <i>Contractor</i>	R1–R10, R16 or R19	P1, P2 and P4	A1, A2 and A4
	R17 or R20	P1, P2 and P4	A1 and A2

90.3	The procedures for termination are implemented immediately after the <i>Service Manager</i> has issued a termination certificate.
90.4	Within thirteen weeks of termination, the <i>Service Manager</i> certifies a final payment to or from the <i>Contractor</i> which is the <i>Service Manager's</i> assessment of the amount due on termination less the total of previous payments. Payment is made within three weeks of the <i>Service Manager's</i> certificate.
90.5	After a termination certificate has been issued, the <i>Contractor</i> does no further work necessary to Provide the Service.
91	Reasons for termination
91.1	Either Party may terminate if the other Party has done one of the following or its equivalent. • If the other Party is an individual and has • presented his petition for bankruptcy (R1), • had a bankruptcy order made against him (R2), • had a receiver appointed over his assets (R3) or • made an arrangement with his creditors (R4). • If the other Party is a company or partnership and has • had a winding-up order made against it (R5), • had a provisional liquidator appointed to it (R6), • passed a resolution for winding-up (other than in order to amalgamate or reconstruct) (R7), • had an administration order made against it (R8), • had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets (R9) or made an arrangement with its creditors (R10).
91.2	The <i>Employer</i> may terminate if the <i>Service Manager</i> has notified that the <i>Contractor</i> has defaulted in one of the following ways and not put the default right within four weeks of the notification. • Substantially failed to Provide the Service (R11). • Not provided a bond or guarantee which this contract requires (R12). Appointed a Subcontractor for substantial work before the <i>Service Manager</i> has accepted the Subcontractor (R13).
91.3	The <i>Employer</i> may terminate if the <i>Service Manager</i> has notified that the <i>Contractor</i> has defaulted in one of the following ways and does not stop defaulting within four weeks of the notification. • Substantially hindered the <i>Employer</i> or Others (R14). Substantially broken a health or safety regulation (R15).
91.4	The <i>Contractor</i> may terminate if the <i>Employer</i> has not paid an amount due under the contract within eleven weeks of the date that it should have been paid (R16).
91.5	Either Party may terminate if the Parties have been released under the law from further performance of the whole of this contract (R17).
91.6	If the <i>Service Manager</i> has instructed the <i>Contractor</i> to stop or not to start any substantial work or all work and an instruction allowing the work to re- start or start has not been given within thirteen weeks, • the <i>Employer</i> may terminate if the instruction was due to a default by the <i>Contractor</i> (R18), • the <i>Contractor</i> may terminate if the instruction was due to a default by the <i>Employer</i> (R19) and either Party may terminate if the instruction was due to any other reason (R20).

91.7	The <i>Employer</i> may terminate if an event which the Parties could not reasonably prevent has substantially affected the <i>Contractor's</i> work for a continuous period of more than thirteen weeks (R21).	
92	Procedures on termination	
92.1	On termination, the <i>Employer</i> may complete the <i>service</i> and may use any Plant and Materials provided by the <i>Contractor</i> (P1).	
92.2	The procedure on termination also includes one or more of the following as set out in the Termination Table. P2 The <i>Employer</i> may instruct the <i>Contractor</i> to remove any Equipment, Plant and Materials and assign the benefit of any subcontract or other contract related to performance of this contract to the <i>Employer</i>. P3 The <i>Employer</i> may use any Equipment to which the <i>Contractor</i> has title to complete the <i>service</i>. The <i>Contractor</i> promptly removes the Equipment when the <i>Service Manager</i> notifies him that the <i>Employer</i> no longer requires it to complete the <i>service</i>. P4 The <i>Contractor</i> provides to the <i>Employer</i> information and other things which the Service Information states he is to provide at the end of the <i>service period</i>.	
93	Payment on termination	
93.1	The amount due on termination includes (A1) • an amount due assessed as for normal payments, • the Defined Cost for Plant and Materials • which have been delivered and retained by the <i>Employer</i> or • which the <i>Employer</i> owns and of which the <i>Contractor</i> has to accept delivery, • other Defined Cost reasonably incurred in expectation of completing the whole of the <i>service</i> and any amounts retained by the <i>Employer</i>.	
93.2	The amount due on termination also includes one or more of the following as set out in the Termination Table. A2 The forecast Defined Cost of removing the Equipment. A3 A deduction of the forecast of the additional cost to the <i>Employer</i> of completing the whole of the <i>service</i>. A4 The <i>direct fee percentage</i> applied to • for Options A and C, any excess of the total of the Prices at the Contract Date over the Price for Services Provided to Date or for Option E, any excess of the first forecast of the Defined Cost for the <i>service</i> over the Price for Services Provided to Date less the Fee.	
10	Data for main Option clause	
A	Option A	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than 1 month	
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).
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 of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	OCTOBER 2025		
		The rates will be fixed and firm for the first 12 months of the contract, thereafter they will be escalated in line with the PSIRA increases for Security Guards		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	The proportions used to calculate the Price Adjustment Factor are:
	SEIFSA TABLE D4	85%	All other Items except PSIRA Rates	SEIFSA TABLE D4
		15%	non-adjustable	
	Total	100%		
	For PSIRA items, PSIRA rates applicable for that year will apply plus the negotiated overheads percentage (overheads percentage to remain fixed for the duration of the contract).		Security Guards	

X2	Changes in the law	The current law must be applied and adhered to at all times.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	Contract Data, Key Primary Indicators
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	the amount of the deductibles relevant to the event
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	The greater of - 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	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 <i>end of liability date</i> is	12 months
X19	Task Order	

X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within 1 week of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in Not applicable
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of Quarterly
Z	The additional conditions of contract 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

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:	

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

Job:

Responsibilities:

Qualifications:

Experience:

2 Name:

Job

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 _____	RATES ONLY

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:

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

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

Option X4: Parent company guarantee

Option X13: Performance Bond

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

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

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

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

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

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

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

Eskom Holdings SOC Ltd

(the *Employer*) and

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

{Insert details of the *works* from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

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

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

Signed at _____ on this _____ day of _____ 20__

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

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

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

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

Date:

Dear Sirs

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

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

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 “Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]
 - 1.3 “Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
 - 1.6 “Expiry Date” - means the earlier of
 - the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
 - 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
 - 1.8 “Services” - means [insert as applicable.].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
 - 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General

Manager or its delegate;

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

Signed at _____

Date _____

For and behalf of the Bank

ESKOM HOLDINGS SOC Ltd

CONTRACT NO. _____

THE PROVISION OF OUTCOME-BASED PHYSICAL GUARDING SERVICES AND SECURITY TECHNOLOGY SOLUTIONS FOR
THREE ZONES (PIETERMARITZBURG, NEWCASTLE AND EMPANGENI) IN THE ESKOM DISTRIBUTION DIVISION, CENTRAL
EAST CLUSTER – KWAZULU NATAL OPERATING UNIT FOR A PERIOD OF SIXTY (60) MONTHS.

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
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 - 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.

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1 Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Eskom Central East Cluster - Security Technology Upgrade		
Electrical & Electronic Services		
Summary Page		
No.	Description	Total
1	Bill No 1 : Contract Administration and General Requirements	RATES ONLY
2	Bill No 2 : Access Control System	RATES ONLY
3	Bill No 3 : Video Surveillance System	RATES ONLY
4	Bill No 4 : IP Network	RATES ONLY
5	Bill No 5 : E-Guard (Perimeter Intruder Detection Security System)	RATES ONLY
6	Bill No 6 : Electrical	RATES ONLY
7	Bill No 7 : Miscellaneous	RATES ONLY
8	Bill No 8 : Additional Items	RATES ONLY
9	Bill No 9 : Hourly Labour	RATES ONLY
10	Bill No 10 : Security Guards	RATES ONLY
	SUB TOTAL (Excl VAT)	
	15% VAT	
	TOTAL (incl VAT)	

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Eskom Central East Cluster - Security Technology Upgrade					
Bill No 1 : Contract Administration and General Requirements					
ITEM	DESCRIPTION	UNIT	SUPPLY	INSTALL	TOTAL
	NB: Rates below to be inclusive of Profit, Overheads & any other costs required to Complete the Activity				
1	Contract Administration and General Requirements				
1.1	Preparatory site work				
1.1.1	Site visit and verification of requirements	Sum			R0,00
1.1.2	On-site measurements	Sum			R0,00
1.2	Site establishment				
1.2.1	Site establishment with associated services, including storage of plant, materials and equipment including protection thereof	Sum			R0,00
1.3	Transport				
1.3.1	Transport and off loading of all material and equipment to site as well as workmen and staff	Sum			R0,00
1.3.2	Road Clearance to accommodate truck for delivery	Sum			R0,00
1.3.3	Other operational Costs	Sum			R0,00
1.4	Storage of Material				
1.4.1	Off-site Storage of Fence with Security	Sum			R0,00
1.4.2	On-site storage of Material Security	Sum			R0,00
1.5	OHS				
1.5.1	Health and Safety	Sum			R0,00
1.5.2	ORHVS Training for Employees	Sum			R0,00
Subtotal carried forward to summary page					R0,00

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Eskom Central East Cluster - Security Technology Upgrade					
Bill No 2 : Access Control System					
ITEM	DESCRIPTION	UNIT	SUPPLY	INSTALL	TOTAL
NB: Rates below to be inclusive of Profit, Overheads & any other costs required to Complete the Activity					
2	Access Control				
2.1	Access Control Software and Licences				
2.1.1	IACS Management Software	No			R0,00
2.1.2	Door License (Per Door)	No			R0,00
2.1.3	Workstation License (per Workstation)	No			R0,00
2.1.4	VMS Integration for a site	No			R0,00
2.1.5	Morpho Biometric Enrolment Reader MSO300	No			R0,00
2.1.6	Morpho MSO Verification License	No			R0,00
2.1.7	Morpho Integration MACI License + Verification Dongle	No			R0,00
2.1.8	Encoder Unit – Mifare	No			R0,00
2.1.9	Mifare DesFire EV3 Card (2k) – Blank	No			R0,00
2.1.10	Sundry installation material and accessories	Sum			R0,00
2.2	Office Building and the yard				
2.2.1	High Sepc Controller, complete with all other miscellaneous items required to make this installation complete etc.	no			R0,00
2.2.2	Dual Cabinet 12Vdc, 8Amp Batt backup Power Supply, incl. 8A/H Batt and all other miscellaneous items required to make this installation complete	no			R0,00
2.2.3	Universal Reader Interface, 2 x Wiegand complete with 8 inputs, 2 outputs, fixing plate, and all other miscellaneous items required to make this installation complete etc.	no			R0,00
2.2.4	Finger print Biometrics Access Control Reader, 12Vdc, complete with I/O's, Back box, Fixing plates, etc. and terminating to door controller via Wiegand interface	no			R0,00
2.2.5	Exit Button, complete with Fixing Plate and all other miscellaneous items required to make this installation complete	no			R0,00
2.2.6	300Kg Magnetic Lock, 12Vdc, fail unsecured, Incl Fixing Plates, Z-bracket, etc.	no			R0,00
2.2.7	Recess Magnetic Door Contacts, incl. all other miscellaneous items required to make this installation complete	no			R0,00
2.2.8	Industrial magnetic Door Contacts, incl. all other miscellaneous items required to make this installation complete	no			R0,00
2.2.9	Emergency Break-Glass-Unit, Green, resettable, incl. all other miscellaneous items required to make this installation complete	no			R0,00

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2.2.10	Key-Override Switch, incl. all other miscellaneous items required to make this installation complete	no			R0,00
2.2.11	Quad Piezo Maxi - 12Vdc, incl. all other miscellaneous items required to make this installation complete	no			R0,00
2.2.12	Alarmed strobe light	no			R0,00
2.2.13	Sundry installation material and accessories	Sum			R0,00
2.3	Sliding Gates				
2.3.1	Sliding gate motor complete including the roller shutter doors with bolt cage & battery back-up and control circuitry for interfacing with Access Control, as specified	no			R0,00
2.3.2	Anti-theft bracket complete with padlock	No			R0,00
2.3.3	Infrared gate beams	Pair			R0,00
2.3.4	Vehicle Induction Loop for Auto Exit, Complete with controller and all other miscellaneous items required to make this installation complete	No			R0,00
2.3.5	Access Control Card Reader Post, Round Mild Steel Powder Coated, Incl. Fixing plates and all other miscellaneous items required to make this installation complete	no			R0,00
2.3.6	Access Control Card Reader Post for Truck Height (1800mm High), Mild Steel Powder Coated, Incl. Fixing plates and all other miscellaneous items required to make this installation complete	no			R0,00
2.3.7	Access Control Card Capture Unit-Pedestal Mounted Mild Steel Powder Coated, Incl. Fixing plates and all other miscellaneous items required to make this installation complete	no			R0,00
2.3.8	Proxy Card readers	no			R0,00
2.3.9	Sundry installation material and accessories	Sum			R0,00
2.4	Control Rooms				
2.4.1	4-Door Kit, complete with 6000 controller, Universal Reader Interface 2 x Wiegand, incl. 8A/H Batt and all other miscellaneous items required to make this installation complete etc.	no			R0,00
2.4.2	Outdoor Enclosure 650x450x270	no			R0,00
2.4.3	Control room station complete with surveillance screens and workstations	No			R0,00
Amount Carried forward to next page					R0,00
Amount Carried forward from previous page					R0,00
2.4.4	HBUS 8-Input/Output Board, fixing plate, and all other miscellaneous items required to make this installation complete etc.	no			R0,00
2.4.5	Multi Biometrics Access Control Reader, 12Vdc, complete with I/O's, Back box, Fixing plates, etc. and terminating to door controller via Wiegand interface	no			R0,00

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2.4.6	Alarm management terminal, H-Bus, IP66 rated with a 3.5" colour LED screen and large backlit keys, fixing plate, and all other miscellaneous items required to make this installation complete etc.	no			R0,00
2.4.7	Exit Button, complete with Fixing Plate and all other miscellaneous items required to make this installation complete	no			R0,00
2.4.8	300Kg Magnetic Lock, 12Vdc, fail unsecured, Incl Fixing Plates, Z-bracket, etc.	no			R0,00
2.4.9	Magnetic Door Contacts, incl. all other miscellaneous items required to make this installation complete	no			R0,00
2.4.10	Passive infrared sensor (PIR) , incl. all other miscellaneous items required to make this installation complete	no			R0,00
2.4.11	7m Steel Pole, complete will concrete/steel base and all other miscellaneous items required to make this installation complete	no			R0,00
2.4.12	Key-Override Switch, incl. all other miscellaneous items required to make this installation complete	no			R0,00
2.4.13	Sundry installation material and accessories	Sum			R0,00
2.5	Main Entrance				
2.5.1	2-Door Kit, complete with 6000 controller, Universal Reader Interface 2 x Wiegand, incl. 8A/H Batt and all other miscellaneous items required to make this installation complete etc.	no			R0,00
2.5.2	Universal Reader Interface, 2 x Wiegand complete with 8 inputs, 2 outputs, fixing plate, and all other miscellaneous items required to make this installation complete etc.	no			R0,00
2.5.3	Proxy readers	no			R0,00
2.5.4	Sundry installation material and accessories	Sum			R0,00
2.6	Boom Gate Entrance				
2.5.4	4 Core Mylar Data Cable - 0.5mm	m			R0,00
2.5.5	6 Core Mylar Data Cable - 0.5mm	m			R0,00
2.5.6	8 Core Mylar Data Cable - 0.5mm	m			R0,00
2.7	Labelling of devices	Sum			R0,00
2.8	Any other items specified or required but not measured				
Subtotal carried forward to summary page					R0,00

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Eskom Central East Cluster - Security Technology Upgrade					
Bill No 3 : Video Surveillance System					
ITEM	DESCRIPTION	UNIT	SUPPLY	INSTALL	TOTAL
NB: Rates below to be inclusive of Profit, Overheads & any other costs required to Complete the Activity					
3	IP Video Installation				
3.1	VMS Recording				
3.1.1	Artificial Intelligence Network Video Recorder with backward integration.	No			R0,00
3.1.2	Enterprise Edition camera license, complete as specified	No			R0,00
3.1.3	IACS Integration Module for a site. Enables bi-directional event and video integration between IACS System and an VMS.	No			R0,00
3.1.4	Sundry installation material and accessories	Sum			R0,00
3.2	Cameras				
3.2.1	Camera Type 1: 2.0 MP Indoor Dome Camera	No			R0,00
3.2.2	2MP H4 IRPTZ with 30x Optical Zoom and Wiper IRPTZ	No			R0,00
3.2.3	Camera Type 5: 2.0 MP Outdoor Bullet Camera 2	No			R0,00
3.2.4	Camera Type 5: 4.0 MP Outdoor Bullet Camera 3	No			R0,00
3.2.5	Camera Type 8: 3.0 MP Indoor/Outdoor Dome Dual Head	No			R0,00
3.2.6	VGA Bullet Camera with 36mm Lens	No			R0,00
3.3	Pole and Enclosure				
3.3.1	7m Steel Pole, complete will concrete base and all other miscellaneous items required to make this installation complete	No			R0,00
3.3.2	IP65 Outdoor Equipment Enclosure, White Powdered Coated, with, DIN-rail Isolator Switch and all other miscellaneous items required to make this installation complete	No			R0,00
3.3.3	12Vdc, 3Amp Batt backup Power Supply, incl. 7A/H Batt and all other miscellaneous items required to make this installation complete	no			R0,00
3.3.4	Sundry installation material and accessories	Sum			R0,00
3.4	IP Intercom				
3.4.1	Video Intercom, complete with Surface mount adapter for Video Intercom, outdoor rain shield and all other miscellaneous items required to make this installation complete	No			R0,00
3.4.2	Sundry installation material and accessories	Sum			R0,00

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3.5	Operator Workstation				
3.5.1	Professional High Performance Remote Monitoring Workstation, with HDMI (with supplied accessories) - complete as specified with keyboard, mouse, incl. OS software and licences	No			R0,00
3.5.2	29 " LED Ultra Sharp Full HD Flat Panel colour monitor, HDMI Input, complete as specified	No			R0,00
3.5.3	Screen 49" , 0.03ms Response	No			R0,00
3.5.4	Desktop Microphone - USB	No			R0,00
3.5.5	Custom Built Control Room Desk	No			R0,00
3.5.6	Custom Built Reception Desk	No			R0,00
3.5.7	H/C Windfree Air Conditioner	No			R0,00
3.5.8	Sundry installation material and accessories	Sum			R0,00
3.6	Labelling of devices	Sum			R0,00
3.7	Any other items specified or required but not measured				
Subtotal carried forward to summary page					R0,00

Eskom Central East Cluster - Security Technology Upgrade					
Bill No 4 : IP Network					
ITEM	DESCRIPTION	UNIT	SUPPLY	INSTALL	TOTAL
NB: Rates below to be inclusive of Profit, Overheads & any other costs required to Complete the Activity					
4	ICT Structured Cabling				
4.1	Fibre Optic - Admin to CAB02				
4.1.1	8 Core, multi-Mode, indoor fibre optic cable for installation on cable trays	m			R0,00
4.1.2	multi-mode Fibre patch panel – Plastic - LC type	no			R0,00
4.1.3	Fibre Patch Leads - Single-mode - 3 meter	no			R0,00
4.1.4	Fibre Splicing, Incl OTDR testing	no			R0,00
4.1.5	Fibre Consumables Incl all pigtails, couplers, etc.	sum			R0,00
4.1.6	Sundry installation materials and accessories	sum			R0,00
4.2	Fibre Optic - CAB02 TO CAB03, ADMIN TO CAB02, CAB 02 TO CAB 04				
4.2.1	8 Core, Muti-Mode, indoor fibre optic cable for installation on cable trays	m			R0,00

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4.2.2	Multi-mode Fibre patch panel – Plastic - LC type	no			R0,00
4.2.3	Fibre Patch Leads - Single-mode - 3 meter	no			R0,00
4.2.4	Fibre Splicing, Incl OTDR testing	no			R0,00
4.2.5	Fibre Consumables Incl all pigtails, couplers, etc.	sum			R0,00
4.2.6	Sundry installation materials and accessories	sum			R0,00
4.3	UTP Horizontal Cabling for Security Network				
4.3.1	<u>LAN Room 1</u>				
4.3.1.1	Cat-6 UTP patch panel - 24 way PCB type	no			R0,00
4.3.1.2	Cat-6 Data Patch Lead - 1m - Orange	no			R0,00
4.3.1.3	UTP Cat6 Network outlets, complete with RJ45 Cat6 1Gb keystone	no			R0,00
4.3.1.4	UTP Category 6 network cable - Grey	m			R0,00
4.3.1.5	Sundry installation materials and accessories	Sum			R0,00
4.4	ICT Network Switches - Security				
4.4.1	<u>Control Room Building</u>				
4.4.1.1	19" Wallmount 15U x 500mm deep, Outdoor Industrial IP54/IP55 rated, Black Powder Coated, complete with all power and cable articulation, Brush Cable Top Entry, Removable Side Panels. etc.	no			R0,00
4.4.1.2	6 way Basic metal PDU, 19" rack mountable	no			R0,00
4.4.1.3	1U Brush Panels	no			R0,00
4.4.1.4	1U Blank Panels	no			R0,00
4.4.1.5	Sundry installation materials and accessories	Sum			R0,00
4.4.1.6	24-Port 10/100/1000 Gigabit Layer-2 Managed Industrial Switch with PoE support on 24 ports(380W), 19" Rack Mount, 4 Shared SFP Ports, complete with all other miscellaneous items required to make this installation complete	no			R0,00
4.4.1.7	Transceiver 1Gb Module - Multi Mode Fibre Optic	no			R0,00
4.4.1.8	GSM/LTE Router - For Connecting to network switch for remote monitoring of system	no			R0,00
4.4.1.9	Sundry installation materials and accessories	Sum			R0,00
4.4.2	<u>Outdoor Cabinets</u>				
4.4.2.1	8-Port 10/100/1000 Gigabit Industrial Switch with PoE support on 8 ports(190W), 19" Rack Mount, 2 dedicated SFP Ports, complete with all other miscellaneous items required to make this installation complete	no			R0,00
4.4.2.2	Transceiver 1Gb Module - Multi Mode Fibre Optic	no			R0,00
4.4.2.3	Sundry installation materials and accessories	Sum			R0,00
4.5	Labelling of devices	Sum			R0,00

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4.6	Any other items specified or required but not measured				
Subtotal carried forward to summary page					R0,00

Eskom Central East Cluster - Security Technology Upgrade					
Bill 5 : PVID (Perimeter Intruder Detection Security System)					
ITEM NO	DESCRIPTION	UNIT	SUPPLY	INSTALL	TOTAL
NB: Rates below to be inclusive of Profit, Overheads & any other costs required to Complete the Activity					
5	<u>SECTION 2: EQUIPMENT</u>				
5.1	XV-IP Control Panel,IP,2 Way Voice, GPRS, 2 x I & 1 x O (Supply & Installed)	No			
5.2	E-Guard Client Monitoring Solution	No			
5.3	Power Supply 3,2A & 7,5AH Batt Deep Cycle (Supply & Installed)	No			
5.4	Programming, Commissioning & Sundry Materials	No			
5.5	External Antenna and Connection for 868Mhz panel Omni Direct	No			
5.6	Pigtail for Antenna 30cm to fit in Panel KIT	No			
5.7	Wall mount extension Bracket Aluminum5mm 1,5m length Equal Angle Edges 50mm	No			
5.8	Outdoor Camera Mounting Bracket (Supply & Installed)	No			
5.9	Outdoor Stainless-Steel powder coated Anti-Vandal bracket	No			
5.10	OMV210 Camera Outdoor PIR Motion Viewer (Supply & Installed)	No			
5.11	IMV200 Camera Indoor PIR Motion Viewer (Supply & Installed)	No			

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5.12	E-mail Videos from Security Viewer - Monthly	No			
5.13	BOSCH LBB 1990/00 Plena Voice Alarm Controller	No			
5.14	TC-651M TOA REFLEX HORN SPEAKER	No			
5.15	1.5MM Ripcord for Speakers (Supply & Installed)	M			
5.16	MP3 Voice Template to generate Audio Input for Amp	No			
5.17	UR Fog FAST03 1C Pro (Fogging System) (Supply & Installed)	No			
5.18	PC-658R F00 TOA CEILING MOUNT SPEAKER	No			
5.19	Warning signs (Supply & Installed)	No			
5.20	Sim Card, Data, SMS & Voice (Supply & Installed)	No			
5.21	Annual Data 12 Months Contract (Supply)	No			
5.22	Batt AA Cell Lithium (Supply & Installed)	No			
5.23	Public Address Integration - Fight Back	No			
5.24	Batt D Cell Alkaline (Supply & Installed)	No			
5.25	Traveling, Programming, Commissioning & Sundry materials	No			
5.26	Monitoring Fee 24/7 offsite Control room per Months - Contract	No			
5.27	SMS all signals + Opening / Closing per Months - Contract	No			
5.28	<u>Other:</u>				
	Items to be listed that is required to provide a fully operational system				
5.28.1	a.				
5.28.2	b.				
Subtotal carried forward to summary page					R0,00

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Eskom Central East Cluster - Security Technology Upgrade					
Bill No 6 : Electrical					
ITEM	DESCRIPTION	UNIT	SUPPLY	INSTALL	TOTAL
NB: Rates below to be inclusive of Profit, Overheads & any other costs required to Complete the Activity					
6	Conduit and Accessories				
6.1	Conduits Fixed on any surface complete with draw wires including bending, threading, jointing, draw boxes, cover plates, couplings, bends, tees, spacer bar saddles, screws, etc. as specified.				
6.1.1	25mm PVC	m			R0,00
6.1.2	32mm PVC	m			R0,00
6.1.3	25mm Galvanised steel	m			R0,00
6.1.4	32mm Galvanised steel	m			R0,00
6.2	Conduit Boxes Wall boxes and conduit round boxes, one or two or three or four way built-in brick and/or fixed on any surface including fixing to conduit with necessary locknuts, adaptors, bushes, cover plates, screws, etc. as specified.				
6.2.1	60mm Round box - 25mm PVC	m			R0,00
6.2.2	60mm Round box - 25mm galvanised steel	m			R0,00
6.2.3	100 x 100mm x 50mm box - 25mm PVC	m			R0,00
6.2.4	100 x 100mm x 50mm box - 25mm galvanised steel	m			R0,00
6.2.5	200 x 200mm box, rated IP54, wall mounted	m			R0,00
6.2.6	200 x 200mm enclosure, rated IP65, pole mounted, including galvanised steel pole, installed 300mm above ground level	m			R0,00
6.3	Flexible conduit and accessories Supply and install flexible conduit fixed onto conduit, conduit boxes, etc. including all fixing materials, adaptors, locknuts, etc. as specified.				
6.3.1	25mm Kopex - PVC	m			R0,00
6.3.2	25mm Kopex - Galvanised steel	m			R0,00
6.4	Conductors for Lighting Supply and install PVC insulated conductors 600/1000V drawn into conduits, wiring ducts, unistrut channels or power skirting including identification labels, terminating, etc. as indicated on the single line diagrams.				
6.4.1	2.5mm ² PVC Conductors	m			R0,00

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6.4.2	4mm ² PVC Conductors	m			R0,00
6.5	<u>Socket Outlets & Isolators</u> Supply and install switched socket outlets in surface wall box as specified in the specification. Allowance should be made for switched socket outlet c/w yoke, cover plate, screws, etc. Cover plate must be finished in white and must be fixed with chromium plated raised head counter-sunk screws.				
6.5.1	16A 3 Pin Dedicated Red Single Switched Socket Outlet	No			R0,00
6.5.2	20A Single Pole, rated IP65	No			R0,00
6.6	<u>Wiring Ducts and Unistrut Channels</u> Supply and install wiring ducts and unistrut channels complete with splices, elbows, tees, crossovers, end caps, steel covers, support brackets, clamps, clips, hangers, M8 threaded rods, coupler nuts, bolts, hex nuts, washers, screws, etc. as specified.				
6.6.1	P2000 Galvanised Steel	m			R0,00
6.6.2	P8000 Galvanised Steel	m			R0,00
6.7	<u>Low Voltage Cables</u> Supply, delivery, installation, and testing of 600/1000V grade PVCSWAPVCPVC cables with stranded copper conductors in trenches, sleeves, direct in ground or on cable ladder and trays including fixing and strapping as specified.				
6.7.1	4mm ² x 3 Core	m			R0,00
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6.8	<u>Low Voltage Terminations</u> Supply and Installation of 600/1000V grade cable ends and connecting to switchgear terminals complete with glands, shrouds, lugs, connections, labels and testing				
6.8.1	4mm ² x 3 Core	No			R0,00
6.9	<u>Modifications to Existing Distribution Boards</u> Supply and install of new circuit breakers complete with switchgears, wiring, connections, labels and including testing and commissioning				
6.9.1	10A SP, 6kA	No			R0,00
6.9.2	16A SP, 6kA	No			R0,00
6.9.3	16A DP Earth Leakage Unit, 6kA 30mA	No			R0,00

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6.10	<u>New Distribution Boards</u> Manufacture, delivery, off-loading and installation of surface mounted metal distribution boards complete with frames, sub-frames, base frame, chassis, faceplates, doors, busbars, all switchgear, meters, wiring, connections, labels, mounting of board including testing and commissioning as specified and as indicated on the single line diagram drawings.				
6.10.1	DB-CAM1	No			R0,00
6.10.2	DB-CAM2	No			R0,00
6.10.3	DB-CAM3	No			R0,00
6.11	<u>Excavations of trenches for sleeves</u> Allowance should be made for excavations of trenches for cables, cable ducts, road crossings, jointing pits, manholes, etc. including setting out, safeguarding, bedding, backfilling, compaction, finishing and disposing of surplus material in accordance with SANS 2001-DP3, SANS 1200 DA, SANS 1200 LC and as specified in the standard specifications.				
6.11.1	Soft Material	m ³			R0,00
6.11.2	Intermediate Material	m ³			R0,00
6.12	<u>Manholes</u> Stackable modular polyethylene cable access boxes, complete with polymer concrete lids and frame				
6.12.1	300x300 manhole, minimum of 600mm below ground level	No			R0,00
6.12.2	450x450 manhole, minimum of 600mm below ground level	No			R0,00
6.13	<u>Cable Sleeves</u> Supply and install HDPE Nextube pipes in ground as per drawings and specifications, including long radius bends, galvanised steel draw wires and sealing of ends with water tight sealing compound				
6.13.1	50mm dia HDPE Nextube Conduit	m			R0,00
6.13.2	110mm dia HDPE Nextube Conduit	m			R0,00
6.14	<u>Earthing and Bonding</u> Supply, delivery, installation, testing, commissioning and handing over in working condition and maintenance during the guarantee period of a complete earthing installation in accordance with the relevant SANS standards and as specified, including all fixing materials, copper straps, lugs, and connections.				
6.14.1	Cabinets	No			R0,00
6.14.2	Camera brackets	No			R0,00
6.14.3	Gate Motors	No			R0,00
6.14.4	Booms	No			R0,00
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Amount Carried forward from previous page					R0,00
6.15	Electrical Testing and Commissioning				
6.15.1	Allow for inspection, testing and commissioning of the complete installation in this Bill, including provision of all test equipment. Tests shall be carried out in the presence of the Engineer who shall have been notified of the dates and approximate durations of the tests, sufficiently in advance as to allow attendance to such testing.	Sum			R0,00
6.15.2	Allow for the provision of a Certificate of Compliance in terms of SANS 10142-1 specifications for each completed distribution board.	No			R0,00
6.16	Documentation and Training				
6.16.1	As-built drawings of the electrical installation (3 Copies) Refer to Specification	Sum			R0,00
6.16.2	Maintenance and operating manuals of the complete electrical installation in soft and hard copy as specified (3 Copies) Refer to Specification	Sum			R0,00
6.17	UPS				
6.17.1	5kVA 230V Single Phase input, 230V Single Phase output, On-Line Full Conversion, complete	No			R0,00
6.18	PROVISIONAL ITEMS				
6.18.1	Allowance for overhead cable bridge between Substation building as alternative to underground excavation	Sum			R0,00
6.18.2	Allowance for replacement of existing Distribution Board in Guardhouse	Sum			R0,00
6.19	Builder's work				
6.19.1	Drill through masonry walls, patch, make good and paint	Sum			R0,00
6.19.2	Repair existing tarmac, where road crossing sleeves are to be installed	Sum			R0,00
6.19.3	Repair existing concrete, where road crossing sleeves are to be installed	Sum			R0,00
6.19.4	Repair existing paving, where road crossing sleeves are to be installed	Sum			R0,00
6.20	Any other items specified or required but not measured				
Subtotal carried forward to summary page					R0,00

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Eskom Central East Cluster - Security Technology Upgrade					
Bill No 7 : Miscellaneous					
ITEM	DESCRIPTION	UNIT	SUPPLY	INSTALL	TOTAL
NB: Rates below to be inclusive of Profit, Overheads & any other costs required to Complete the Activity					
7	Miscellaneous				
7.1	O&M documentation and certificates				
7.1.1	O+ M Technical documentation draft and final submission (2 sets hard copy, 2 sets soft copy) as specified, Incl system setup on memory stick	Sum			R0,00
7.1.2	As-built drawings (2 sets hard copy, 2 set soft copy)	Sum			R0,00
7.1.3	System Schematic Drawings (2 sets hard copy, 2 set soft copy)	Sum			R0,00
7.1.4	Photo Report of Complete Installation	Sum			R0,00
7.2	Client training				
7.2.1	End-user training session	Hr			R0,00
7.2.2	End-user follow-up training session	Hr			R0,00
7.3	Site Design and Installation				
7.3.1	Risk Assessment	Sum			R0,00
7.3.2	Site Specific Functional Requirements	Sum			R0,00
7.3.3	Factory Acceptance Test	Sum			R0,00
7.3.4	Preliminary design document	Sum			R0,00
7.3.4	Site acceptance Test Report	Sum			R0,00
7.3	Client training				
7.3.1	End-user training session	Hr			R0,00
7.3.2	End-user follow-up training session	Hr			R0,00
7.4	Testing and Commissioning				
7.4.1	Programming and Configuration of all Video Analytics	Sum			R0,00
7.4.2	GUI Maps overlays of all buildings, areas and site for all subsystems, e.g. alarm icons, camera icons, etc.	Sum			R0,00
7.4.3	Compile Commissioning Procedure for approval by Engineer	Sum			R0,00
7.4.4	Final inspection with Eskom Maintenance, tests and demonstration	Sum			R0,00
7.5	Guarantee and Maintenance				
7.5.1	All inclusive 12 month post-hand over guarantee and maintenance on all materials and workmanship	This Should form part of & be included in the applicable Line Item Rate			

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Subtotal carried forward to summary page	R0,00
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Eskom Central East Cluster - Security Technology Upgrade					
Bill No 8 : Additional Items					
ITEM	DESCRIPTION	UNIT	SUPPLY	INSTALL	TOTAL
NB: Rates below to be inclusive of Profit, Overheads & any other costs required to Complete the Activity					
8	ALARM EQUIPMENT				
8,1	1 X Evo 192 Paradox Alarm Control Panel	Each			R0,00
8,2	1 X Paradox 8 Zone Expander	Each			R0,00
8,3	1 X Paradox 4 Pgm Module	Each			R0,00
8,4	1 X Passive Infra-Red Beam	Each			R0,00
8,5	Paradox Ip 150 Module (Ip Base Station Required)	Each			R0,00
8,6	1 X Lcd Alarm Keypad	Each			R0,00
8,7	1 X Set Of Magnetic Door Contact	Each			R0,00
8,8	1 X Set Of Heavy-Duty Shutter Contact	Each			R0,00
8,9	100m Outdoor Synchro Quad Beam (Stackable)	Each			R0,00
8,10	100m Outdoor Synchro Twin Beam (Stackable)	Each			R0,00
8,11	100m Indoor Intelligent Quad Beam (Stackable)	Each			R0,00
8,12	2.5mm Cab Tire Cable For Power	Meter			R0,00
8,13	12 Core Comms Cable	Meter			R0,00
8,14	25 Mm Pvc Conduit	Meter			R0,00
8,15	32mm Pvc Conduit	Meter			R0,00
8,16	Excavation For Conduit Installation To 500mm Deep	Meter			R0,00
8,17	Removal And Reinstatement Of Stone Crusher Installation For Conduit	Meter			R0,00
8,18	Cutting And Reinstatement Across Concrete Roads	Meter			R0,00
8,19	100m Indoor Synchro Twin Beam (Stackable)	Each			R0,00
8,20	120w Pa Amplifier (100v)	Each			R0,00
8,21	Ip Enabled Audio Transmission Module	Each			R0,00
8,22	Gsm Backup Transmitter (With Full Contact Id) And Relay Outputs	Each			R0,00
8,23	Galvanized Mounting Poles (100 X 100) Installed With Concrete Base And With Earthing Stud To Be Connected To Earth Mat). Pole To Be 3 Meter Above Ground	Each			R0,00
	CCTV EQUIPMENT				
8,24	Outdoor Camera With Om Infra-Red	Each			R0,00
8,25	Indoor Camera With Infra-Red	Each			R0,00
8,26	Nvt Single Channel Power & Video Transceiver	Each			R0,00
8,27	Ptz Camera Inclusive Of Fixing Bracket	Each			R0,00
8,28	Power Supply	Each			R0,00

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8,29	16 Channel 400 Fps D1 Dvr With 16 Alarm Inputs And Telemetry	Each			R0,00
8,30	23.8 Inch Led Monitor	Each			R0,00
8,31	Fsk Gsm Radio Transmitter	Each			R0,00
8,32	Gsm 3g Router With Hardware Watchdog Configured On Apn	Each			R0,00
8,33	Apn Cisco. Router Configured On Eskom Apn And Routed To Monitoring Station	Each			R0,00
8,34	Galvanized Mounting Poles (100 X 100) Installed With Concrete Base And With Earthing Stud To Be Connected To Earth Mat). Pole To Be 3 Meter Above Ground	Each			R0,00
8,35	2.5mm Cab Tire Cable For Power	Meter			R0,00
8,36	Cat5 E Cable	Meter			R0,00
8,37	25 Mm Pvc Conduit	Meter			R0,00
8,38	32mm Pvc Conduit	Meter			R0,00
8,39	Excavation For Conduit Installation To 500mm Deep	Meter			R0,00
8,40	Removal And Reinstatement Of Stone Crusher For Conduit Installation	Meter			R0,00
8,41	Cutting And Reinstatement Across Concrete Roads	Meter			R0,00
	NEO ALARM SYSTEM MAINTAINANCE				
8,42	Neo 64 Zone Hybrid Control Panel	Each			R0,00
8,43	Neo Hardware Lcd Keypad	Each			R0,00
8,44	Neo Hardware 8 Zone Expander Module	Each			R0,00
8,45	Transformer With Filter	Each			R0,00
8,46	12 V Battery	Each			R0,00
8,47	Siren 15 Watt	Each			R0,00
8,48	Magnetic Contact	Each			R0,00
8,49	8ncore Stranded Cable	Each			R0,00
8,50	Ripcord 0.2mm	Each			R0,00
8,51	Capture D20 -Dual Tech	Each			R0,00
8,52	Flipx Standard Pir	Each			R0,00
	DAHUA CAMERA SYSTEM – REPAIR / MAINTENANCE				
8,53	Dahua 4k 16ch Iu 16 Poe Ports	Each			R0,00
8,54	Dahua 4k 8 Ch Nvr Iu 8 Poe Ports	Each			R0,00
8,55	Western Digital 2tb Surveillance Hard Drive	Each			R0,00
8,56	Western Digital 4tb Surveillance Hard Drive	Each			R0,00
8,57	Hdmi Cables-3m	Each			R0,00
8,58	Rj45 Connectors	Each			R0,00
8,59	Connector Boot	Each			R0,00
8,60	Dahua Ip 2mp Mini Bullet-Ir 30m	Each			R0,00
8,61	Dahua Ip 4mp Mini Bullet Ir-Som	Each			R0,00
8,62	Dahua Ip 2mp Eyeball	Each			R0,00
8,63	Dahua Catse Cable-305m	Each			R0,00
8,64	Cat5 Grey Cable-100m	Each			R0,00
Subtotal carried forward to summary page					R0,00

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Eskom Central East Cluster - Security Technology Upgrade				
Bill No 9 : Labour				
ITEM	DESCRIPTION	UNIT	INSTALL	TOTAL
NB: Rates below to be inclusive of Profit, Overheads & any other costs required to Complete the Activity				
	Technician / Skilled			
9,1	Normal Time	Hour		R0,00
	<i>(For Work To Be Done From Mon To Fri Between 7h30 And 16h30)</i>			
9,2	Call-Out Rate	Hour		R0,00
	<i>(For Work To Be Done After Normal Working Hours And Saturdays)</i>			
9,3	Call-Out Rate			
	<i>(For Work To Be Done Aon Sundays And Public Holidays)</i>	Hour		R0,00
9,4,1	Daily Rate Per Technical Team	Day		R0,00
9,4,2	Material - The Material Handling Fee is The Percentage Required Over Cost Of Materials Purchased For Eskom	%		R0,00
9,4,3	Travelling	Km		R0,00
9,5,1	Accommodation P/P	P/Night		R0,00
9,5,2	Subsistence P/P	P/Day		R0,00
9,5,3	Health & Safety Compliance	Sum		R0,00
9,5,4	Radio	Hour		R0,00
9,5,5	License Fee For Radio Communication ICASA	Annual		R0,00
Subtotal carried forward to summary page				R0,00

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Eskom Central East Cluster - Security Technology Upgrade				
Bill No 10 : Security Guards				
ITEM	DESCRIPTION	UNIT	RATE ONLY	RATE ONLY
NB: Rates below to be inclusive of Profit, Overheads & any other costs required to Complete the Activity				
			PSIRA	PSIRA
			Area 1 & 2	Area 3
1	Security Guards			
1.1	Grade A Guard Armed Day Shift	Per Hour		
1.2	Grade A Guard Armed Night Shift	Per Hour		
1.3	Grade A Guard Unarmed Day Shift	Per Hour		
1.4	Grade A Guard Unarmed Night Shift	Per Hour		
1.5	Grade B Guard Armed Day Shift	Per Hour		
1.6	Grade B Guard Armed Night Shift	Per Hour		
1.7	Grade B Guard Unarmed Day Shift	Per Hour		
1.8	Grade B Guard Unarmed Night Shift	Per Hour		
1.9	Grade C Guard Armed Day Shift	Per Hour		
1.10	Grade C Guard Armed Night Shift	Per Hour		
1.11	Grade C Unarmed Day Shift	Per Hour		
1.12	Grade C Unarmed Night Shift	Per Hour		
1.13	Grade C Armed Dog Handler Security Officer Day Shift	Per Hour		
1.14	Grade C Armed Dog Handler Security Officer Night Shift	Per Hour		
1.15	Grade C Unarmed Dog handler Security Officer Day Shift	Per Hour		
1.16	Grade C Unarmed Dog handler Security Officer Night Shift	Per Hour		
1.17	Grade C NKP Guard Armed Day Shift	Per Hour		
1.18	Grade C NKP Guard Armed Night Shift	Per Hour		
1.19	Grade C NKP Guard Unarmed Day Shift	Per Hour		
1.20	Grade C NKP Guard Unarmed Night Shift	Per Hour		
1.21	K9 Patrol and Protection Dog DH 1-DH2 Level Day Shift	Per Hour		
1.22	K9 Patrol and Protection Dog DH 1-DH2 Level Night Shift	Per Hour		
2	Guard Hut facility			
2.1	Size: 1,2m x 1,2m	Per day		
2.2	Size: 1,2m x 1,2m	Per Month		

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2.3	Size: 1,2m x 2,4m	Per day		
2.4	Size: 1,2m x 2,4m	Per Month		
2.5	Size: 2,4m x 2,4m	Per day		
2.6	Size: 2,4m x 2,4m	Per Month		
2.7	Ablution Facilities	Per day		
2.8	Ablution Facilities	Per Month		
2.9	Ablution Facilities Fixed Charge	(Once-Off)		
3	Transport			
	Daily rate for transport to be used ONLY when the specified vehicle has been used for the full day. Otherwise, a km rate will be applied.			
3.1	Patrol Utility Van (4x2) - Day shift 06:00 – 18:00	Per Day		
3.2	Patrol Utility Van (4x2) - Night Shift 18:00 – 06:00	Per Day		
3.3	Patrol Utility Van (4x2)	Per Km		
3.4	Patrol Double Cab (4x4) - Day shift 06:00 – 18:00	Per Day		
3.5	Patrol Double Cab (4x4) - Night Shift 18:00 – 06:00	Per Day		
3.6	Patrol Double Cab (4x4)	Per Km		
3.7	Armoured Vehicle - Day shift 06:00 – 18:00	Per Day		
3.8	Armoured Vehicle - Night Shift 18:00 – 06:00	Per Day		
3.9	Armoured Vehicle - Rental Per 24 Hour Day	Per Day		
3.10	Armoured Vehicle - Rental per Hour	Per Hour		
3.11	Armoured Vehicle - Rental per KM	Per Km		
4	Health and Safety management			
4.1	Costing for Health and Safety management	Per Annum		
5	PPE			
5.1	Bullet Proof Vest: Level III SA MIX	To be included as part of Overheads built into the Applicable Item Rates		
5.2	Panic button	To be included as part of Overheads built into the Applicable Item Rates		
5.3	Body camera	To be included as part of Overheads built into the Applicable Item Rates		
6	Independent Armed response			
6.1	Armed response service	Per Month		
7	Visitor's Management system			
7.1	Visitors' management system	Per Month/Per site		

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7.2	Tactical Response Team, Crime prevention Patrols, Security Tactical Escorting	Per month		
8	State Profit & overhead Percentage that is included in the Rate tendered for Security Guards Items above.	%		
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C3.1: EMPLOYER'S SERVICE INFORMATION

Description of the service

PART 3: SCOPE OF WORK

Introduction

Eskom Holdings SOC Ltd invites qualified and experienced service providers to submit proposals for the provision of Outcome-Based Physical Guarding Services and technology solutions at Eskom facilities in the KwaZulu Natal Operating Unit Zones. The aim is to enhance security outcomes through the integration of advanced technology, innovation, and measurable performance metrics. The contract will focus on delivering physical guarding services, technology-driven solutions, and continuous improvement to ensure the safety and protection of Eskom's assets, personnel, and operations.

This contract will include a Technology as a Service (TAAS). The successful service provider will have to maintain the installed system and train all the relevant stakeholders on the installed security system equipment.

Supporting Clauses

Scope

Purpose

To procure outcome-based physical guarding services that integrate advanced technology solutions with traditional security measures to protect Eskom facilities in the KwaZulu Natal Operating Unit Zones through measurable performance outcomes. This is a five (5) year contract with payments distributed equally over the contract period. All equipment, technology, and systems installed as part of this contract shall become the property of Eskom upon installation but transferred at the end of the contract at zero cost and must comply with Eskom technical standards as a minimum requirement, with higher specifications preferred where technically and commercially viable. The tenderer/bidder may submit proposals for multiple zones; however, successful bidders will be permitted to operate in a multiple zones.

Applicability

This document shall apply to KwaZulu Natal Operating Unit Zones.

Effective date

This document is effective from the date of signature.

Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

Normative

ISO 9001 Quality Management Systems

240-102220945 Specification for Integrated Access Control System for Eskom sites

240-91190304 Specification for CCTV Surveillance with Intruder Detection

240-86738968 Specification for Integrated Security Alarm System for Protection of Eskom Installations and its subsidiaries

240-170000096 Physical security integration standard

240-170000257 Technical Evaluation Criteria for the Integrated Security System

240-170000691 Standard for Intrusion pre-detection systems used at Eskom sites

240-78980848 Specification for Non-Lethal Energized Perimeter Detection System (NLEPDS) for protection of Eskom installations and its subsidiaries

240-171000171 Commissioning guideline for secondary plant physical security system

240-180100001 Secondary Plant Security Systems Maintenance Procedure

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Informative

N/A

Definitions

Definition	Explanation
Tender	Refers to an open or closed competitive request for quotations / prices against a clearly defined scope / specification.
Integrated Access Control System	It is an electronic system that aims to collaborate and align efforts across the logical and physical security domains to standardise access control within Eskom.
Control Centre	Where alarms and CCTV footage are monitored and needed response/s initiated from. The alarms and CCTV footage can be aggregated to a national security control centre that can initiate requisite actions from a national perspective.

Abbreviations

Abbreviation	Explanation
OBC	Outcome-Based Contract
CCTV	Closed Circuit Television
KPI	Key Performance Indicator
RFP	Request for Proposal
SSP	Security Solutions Physical

Roles and Responsibilities

- The team shall utilise the latest revision of this document.
- Control room establishment is open to any bidder to set up a centralised control room where all sites' video feeds and alarms are going to be linked and ensure that all alarms and video feeds are linked.
- The successful bidders for Pietermaritzburg, Empangeni and New Castle zones will be responsible to link video feeds and alarms to the centralised control room.
- Eskom security team to coordinate the project and ensure alignment with the roll out plan.

Process for Monitoring

N/A

Related/Supporting Documents

559-348635181 OBC Guidelines.

The successful bidder(s) will be required to provide comprehensive security services across three KwaZulu-Natal Operating Unit Zones, covering 604 facilities. Services must be tailored to four distinct risk tiers, each with unique threat profiles and operational challenges.

Tier 1: National Key Points / High-Risk Critical Infrastructure

- Sites:** Power stations, key substations, national control centres, Regional Distribution Centres (RDCs)
- Threat Profile:** Organized crime syndicates, sophisticated external attacks, insider threats
- Operational Challenge:**
 - Continuous 24/7 protection
 - Maximum security protocols
 - Zero tolerance for service disruption

Tier 2: Critical Operational Sites (Medium-High Risk)

- Sites:** Distribution substations, Customer Network Centres (CNCs), regional offices, warehouses, walk-in centres, training centres
- Threat Profile:** Copper theft syndicates, equipment vandalism, opportunistic crime

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- **Operational Challenge:**
- Effective security coverage
- Cost optimization without compromising safety
- Scalable response strategies
-

Tier 3: Standard Operational Sites (Low–Medium Risk)

- **Sites:** Mini substations, customer hubs, secondary facilities
- **Threat Profile:** Opportunistic theft, minor vandalism, trespassing
- **Operational Challenge:**
- Basic security measures
- High cost-efficiency
- Preventive deterrence

Tier 4: Low-Risk Remote Sites (Minimum Security)

- **Sites:** Vacant properties, remote mini-substations, low-value storage units
- **Threat Profile:** Trespassing, minor vandalism, environmental hazards
- **Operational Challenge:**
- Remote monitoring solutions
- Minimal physical presence
- Budget-conscious surveillance

Contract Duration

The contract for the provision of services shall be scheduled for a period of five years.

Technology Implementation: 90 days from contract award.

Performance review meeting: For the purposes of reviewing contract performance and operational demands, review meetings shall be conducted when requested by the service manager/end user.

Termination due to poor performance: Service manager/end user has the right to issue warning letter or to terminate contract if there is persistent poor performance resulting from three consecutive months of service failure condition being recorded. If termination is exercised under this condition, contractor shall be issued with three months' notice.

Surges and emergencies: Contractor shall be obliged to support surge and contingency operations demand as define by service manager.

Support Obligations

The Contractor shall be obliged to support surge and contingency operations as defined and directed by the Service Manager. Such obligations include, but are not limited to, the provision of additional personnel, equipment, and resources necessary to respond effectively to unplanned increases in demand or emergency circumstances.

Definition of Surges

For purposes of this RFP, a **surge** shall mean any sudden or temporary increase in the required level of services beyond the normal operational baseline. Surges may arise due to, inter alia:

- security incidents or threats to Eskom infrastructure.
- labour unrest, protests, or civil disturbances in affected areas.
- major public events or seasonal spikes requiring heightened protection.
- network failures, vandalism, or sabotage resulting in increased demand for guarding and monitoring.
- natural disasters, extreme weather, or other force majeure events impacting the operational environment.

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Definition of Emergencies

An **emergency** shall mean any unforeseen or urgent circumstance which, in the reasonable opinion of the Service Manager, requires immediate deployment of Contractor's resources to safeguard life, property, or critical infrastructure. Emergencies may include, but are not limited to:

- fire, flood, storm, or similar natural disasters.
- major equipment failure, explosions, or hazardous incidents.
- criminal acts such as theft, arson, sabotage, or violent attacks directed at Eskom assets or personnel.
- any event threatening continuity of electricity supply or posing a risk to public safety.

Response Times and Flexibility

The Contractor shall ensure availability of a standby team capable of rapid deployment within a reasonable response time, not exceeding the period prescribed in the Service Level Agreement. The Contractor shall maintain operational flexibility to upscale service levels, redeploy personnel, or extend working hours as may be required.

Compensation and Cost Recovery

All surge and emergency support services shall be rendered in accordance with the agreed pricing structure for contingency operations. Where additional costs are reasonably and necessarily incurred by the Contractor, such costs shall be recoverable upon submission of verifiable supporting documentation and subject to the prior approval of the Service Manager.

Incentive for Performance: Each substation that is fully equipped with systems and successfully integrated with the control room will qualify for a once-off bonus equivalent to ten percent (10%) of the substation's invoice value, calculated prior to the installation of any alarm or CCTV systems.

Scope and Risk Levels

The scope of this engagement covers all three zones within the KwaZulu-Natal Operating Unit facilities, categorized by their risk levels and corresponding minimum-security requirements as detailed below:

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Table 1: Pietermaritzburg Zone substations/Area offices/offices and network infrastructure (268 sites).

Risk Level	Sites (Count & Type)	Minimum Security Requirements (Outcomes-Based)
Tier 4	63 substations	Outcome: Deter casual intrusion and enable rapid incident verification. Integrated Video Alarms: Motion or perimeter breach detection with immediate video verification capabilities. 24/7 Remote Monitoring: Centralized monitoring of alarms and video feeds. Tiered Armed Response: Pre-arranged rapid armed response services triggered by verified alarms, with defined Service Level Agreements (SLAs). As and when required.
Tier 2	3 Area offices 1 Warehouse 2 Training Centres 16 Customer Network Centres 10 Walk in Centres	Outcome: Prevent unauthorized access, detect and deter criminal activity, and enable swift, coordinated response. Comprehensive CCTV Surveillance: High-definition cameras with analytical capabilities (e.g., motion, loitering) covering critical areas. Advanced Integrated Alarm Systems: Multi-layered sensors (e.g., perimeter, vibration, volumetric) linked to the CCTV and access control. Integrated Access Control: Card/biometric access for all entry/exit points, with audit trails and remote management capabilities. 24/7 Centralized Monitoring: Dedicated control room operators for continuous oversight, alarm management, and dispatch. Rapid Armed Response: Priority armed response with shorter SLAs, pre-identified routes, and site familiarization.

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Risk Level	Sites (Count & Type)	Minimum Security Requirements (Outcomes-Based)
	119 Substation 1 Control Centre 17 Radio Site	On-site Deterrence: Visible, uniformed Security Guards (C-grade, ideally armed or with clear escalation protocols to armed response) for access control and initial visual deterrence during vulnerable periods (e.g., peak crime times, specific operational windows). Their primary role is access management and observation, relying on technology and armed response for engagement. As and when required.
Tier 3	36 Substations	Outcome: Maximize prevention of sophisticated attacks, ensure immediate detection, and enable overwhelming response to protect critical assets. AI-Powered Advanced Surveillance: High-definition cameras with AI analytics for anomaly detection, facial recognition (where permissible), object tracking, and predictive analysis, integrated with a Public Address (PA) system for audio warnings. Multi-Layered Perimeter Défense: Advanced sensors (e.g., fibre optic fence, ground radar, thermal imaging) coupled with physical hardening measures. Robust Integrated Access Control: Biometric systems, anti-pass back, and visitor management. 24/7 Dedicated Monitoring & Intelligence: Proactive monitoring by highly trained operators, leveraging security business intelligence feeds for pre-emptive actions. Immediate Armed Response: Direct armed response deployment with the shortest possible SLAs, possibly including dedicated on-call teams or co-location agreements.

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Risk Level	Sites (Count & Type)	Minimum Security Requirements (Outcomes-Based)
		Highly Trained On-site Security Guards (Armed Recommended): Visible, well-trained and armed security personnel (or highly trained unarmed guards supported by immediate armed response presence) to provide a robust physical barrier, rapid initial response, and coordination with external armed response. Patrols should be intelligence driven. As and when required.
Network Infrastructure Tier 3&4	All Feeder Lines, Pole Mounted Transformers, Reclosers, lines in operation and lines not in operation linked to substations	Outcome: Detect and deter widespread opportunistic theft and vandalism across distributed assets, enabling targeted intervention. Targeted Drone Surveillance: Regular or on-demand drone patrols with high-resolution and thermal imaging to identify suspicious activity or damage along lines and at remote assets. IoT/Smart Sensor Deployment: Intelligent sensors on high-value pole-mounted transformers and reclosers to detect tampering, removal, or unusual activity, providing real-time alerts. GPS Tracking & Asset Tagging: For portable or high-value components. Proactive Remote Monitoring: Alerts from sensors and drone feeds are centralized for analysis and dispatch. Mobile Armed Response: Dedicated mobile armed response teams covering specific geographic clusters, dispatched based on alerts, and utilizing intelligence-led patrols. Community Engagement & Whistleblower Programs: Encouraging public reporting of suspicious activity. As and when required

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Table 2:Empangeni Zone substations/Area offices/offices and network infrastructure (148 sites)

Risk Level	Sites (Count & Type)	Minimum Security Requirements (Outcomes-Based)
Tier 4	32 Substations	Outcome: Deter casual intrusion and enable rapid incident verification. Integrated Video Alarms: Motion or perimeter breach detection with immediate video verification capabilities. 24/7 Remote Monitoring: Centralized monitoring of alarms and video feeds. Tiered Armed Response: Pre-arranged rapid armed response services triggered by verified alarms, with defined Service Level Agreements (SLAs). As and when required.
Tier 2	1 area Office	Outcome: Prevent unauthorized access, detect and deter criminal activity, and enable swift, coordinated response.
	1 Empangeni Warehouse	Comprehensive CCTV Surveillance: High-definition cameras with analytical capabilities (e.g., motion, loitering) covering critical areas. Advanced Integrated Alarm Systems: Multi-layered sensors (e.g., perimeter, vibration, volumetric) linked to the CCTV and access control.
	56 Substations	Integrated Access Control: Card/biometric access for all entry/exit points, with audit trails and remote management capabilities.
Tier 2	18 Network Centre	24/7 Centralized Monitoring: Dedicated control room operators for continuous oversight, alarm management, and dispatch.
	6 Hubs	Rapid Armed Response: Priority armed response with shorter SLAs, pre-identified routes, and site familiarization.
	6 Radio Site	On-site Deterrence: Visible, uniformed Security Guards (C-grade, ideally armed or with clear escalation protocols to armed response) for access control and initial visual deterrence during vulnerable periods (e.g., peak crime times, specific operational windows). Their primary role is access management and observation, relying on technology and armed response for engagement. As and when required

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Risk Level	Sites (Count & Type)	Minimum Security Requirements (Outcomes-Based)
Tier 3	28 Substations	Outcome: Maximize prevention of sophisticated attacks, ensure immediate detection, and enable overwhelming response to protect critical assets. AI-Powered Advanced Surveillance: High-definition cameras with AI analytics for anomaly detection, facial recognition (where permissible), object tracking, and predictive analysis, integrated with a Public Address (PA) system for audio warnings. Multi-Layered Perimeter Défense: Advanced sensors (e.g., fibre optic fence, ground radar, thermal imaging) coupled with physical hardening measures. Robust Integrated Access Control: Biometric systems, anti-pass back, and visitor management. 24/7 Dedicated Monitoring & Intelligence: Proactive monitoring by highly trained operators, leveraging security business intelligence feeds for pre-emptive actions. Immediate Armed Response: Direct armed response deployment with the shortest possible SLAs, possibly including dedicated on-call teams or co-location agreements. Highly Trained On-site Security Guards (Armed Recommended): Visible, well-trained and armed security personnel (or highly trained unarmed guards supported by immediate armed response presence) to provide a robust physical barrier, rapid initial response, and coordination with external armed response. Patrols should be intelligence driven. As and when required.
Network Infrastructure Tier 4	All Feeder Lines, Pole Mounted Transformers, Reclosers, lines in operation and lines not in operation linked to substations	Outcome: Detect and deter widespread opportunistic theft and vandalism across distributed assets, enabling targeted intervention. Targeted Drone Surveillance: Regular or on-demand drone patrols with high-resolution and thermal imaging to identify suspicious activity or damage along lines and at remote assets.

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Risk Level	Sites (Count & Type)	Minimum Security Requirements (Outcomes-Based)
		IoT/Smart Sensor Deployment: Intelligent sensors on high-value pole-mounted transformers and reclosers to detect tampering, removal, or unusual activity, providing real-time alerts. GPS Tracking & Asset Tagging: For portable or high-value components. Proactive Remote Monitoring: Alerts from sensors and drone feeds are centralized for analysis and dispatch. Mobile Armed Response: Dedicated mobile armed response teams covering specific geographic clusters, dispatched based on alerts, and utilizing intelligence-led patrols. Community Engagement & Whistleblower Programs: Encouraging public reporting of suspicious activity. As and when required.

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Table 3: Newcastle Zone substations/Area offices/offices and network infrastructure (188 sites)

Risk Level	Sites (Count & Type)	Minimum Security Requirements (Outcomes-Based)
Tier 4	71 Substations	Outcome: Deter casual intrusion and enable rapid incident verification. Integrated Video Alarms: Motion or perimeter breach detection with immediate video verification capabilities. 24/7 Remote Monitoring: Centralized monitoring of alarms and video feeds. Tiered Armed Response: Pre-arranged rapid armed response services triggered by verified alarms, with defined Service Level Agreements (SLAs). As and when required
Tier 2	2 Area Offices	Outcome: Prevent unauthorized access, detect and deter criminal activity, and enable swift, coordinated response. Comprehensive CCTV Surveillance: High-definition cameras with analytical capabilities (e.g., motion, loitering) covering critical areas. Advanced Integrated Alarm Systems: Multi-layered sensors (e.g., perimeter, vibration, volumetric) linked to the CCTV and access control. Integrated Access Control: Card/biometric access for all entry/exit points, with audit trails and remote management capabilities. 24/7 Centralized Monitoring: Dedicated control room operators for continuous oversight, alarm management, and dispatch. Rapid Armed Response: Priority armed response with shorter SLAs, pre-identified routes, and site familiarization.
	1 Vryheid Warehouse	
	79 Substations	
Tier 2	11 Control Network Centre	On-site Deterrence: Visible, uniformed Security Guards (C-grade, ideally armed or with clear escalation protocols to armed response) for access control and initial visual deterrence during vulnerable periods (e.g., peak crime times, specific operational windows). Their primary role is access management and observation, relying on technology and armed response for engagement. As and when required
	7 Radio Site	

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Risk Level	Sites (Count & Type)	Minimum Security Requirements (Outcomes-Based)
Tier 3	17 Substations	Outcome: Maximize prevention of sophisticated attacks, ensure immediate detection, and enable overwhelming response to protect critical assets. AI-Powered Advanced Surveillance: High-definition cameras with AI analytics for anomaly detection, facial recognition (where permissible), object tracking, and predictive analysis, integrated with a Public Address (PA) system for audio warnings. Multi-Layered Perimeter Défense: Advanced sensors (e.g., fibre optic fence, ground radar, thermal imaging) coupled with physical hardening measures. Robust Integrated Access Control: Biometric systems, anti-pass back, and visitor management. 24/7 Dedicated Monitoring & Intelligence: Proactive monitoring by highly trained operators, leveraging security business intelligence feeds for pre-emptive actions. Immediate Armed Response: Direct armed response deployment with the shortest possible SLAs, possibly including dedicated on-call teams or co-location agreements. Highly Trained On-site Security Guards (Armed Recommended): Visible, well-trained and armed security personnel (or highly trained unarmed guards supported by immediate armed response presence) to provide a robust physical barrier, rapid initial response, and coordination with external armed response. Patrols should be intelligence driven. As and when required
Network Infrastructure Tier 3&4	All Feeder Lines, Pole Mounted Transformers, Reclosers, lines in operation and lines not in operation linked to substations	Outcome: Detect and deter widespread opportunistic theft and vandalism across distributed assets, enabling targeted intervention. Targeted Drone Surveillance: Regular or on-demand drone patrols with high-resolution and thermal imaging to identify suspicious activity or damage along lines and at remote assets.

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Risk Level	Sites (Count & Type)	Minimum Security Requirements (Outcomes-Based)
		IoT/Smart Sensor Deployment: Intelligent sensors on high-value pole-mounted transformers and reclosers to detect tampering, removal, or unusual activity, providing real-time alerts. GPS Tracking & Asset Tagging: For portable or high-value components. Proactive Remote Monitoring: Alerts from sensors and drone feeds are centralized for analysis and dispatch. Mobile Armed Response: Dedicated mobile armed response teams covering specific geographic clusters, dispatched based on alerts, and utilizing intelligence-led patrols. Community Engagement & Whistleblower Programs: Encouraging public reporting of suspicious activity. As and when required.

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Scope of Work

Physical Security Services

- **Guard Deployment:** Provide trained, PSIRA-registered security personnel of the required grade as per site-specific risk assessments. Ensure optimal staffing levels for continuous protection.
- **Access Control:** Implement and manage robust access control protocols and systems at all entry/exit points, including visitor management and personnel verification.
- **Patrol Services:** Conduct regular, documented site inspections, perimeter patrols, and vulnerability assessments to deter and detect unauthorized activities.
- **Incident Response:** Provide 24/7 rapid armed response to security alerts, intrusions, and other incidents within defined service level agreements.

Emergency Management: Provide 24/7 rapid armed response to security alerts, intrusions, and other incidents within defined service level agreements.

Control Room Operations: Establish and operate a 24/7 state-of-the-art security control room for continuous monitoring, alarm verification, dispatch services, real-time monitoring, incident response, and data analytics.

- Installation of a state-of-the-art video wall for live surveillance feeds, analytics, and reporting.
- Integration of secure, high-speed communication networks for seamless data flow between the control room and field operations.
- Automated reporting systems for proactive threat detection and decision-making.
- Compliance with the Protection of Personal Information Act (POPIA) to ensure all data is securely stored and managed.
- All licence/accreditation fees for the duration of the contract period must be included.
- Control room establishment is open to any bidder to set up a centralised control room where all sites' video feeds and alarms are going to be linked and ensure that all alarms and video feeds are linked.
- The successful bidders for zones will be responsible to link video feeds and alarms to the centralised control room.
- Eskom security team to coordinate the project and ensure alignment with the roll out plan.

Technology Integration Services (Baseline) linked to control room

- **CCTV Surveillance:** Install, configure, and maintain compliant, high-definition camera systems across all designated facilities, ensuring optimal coverage and image clarity.
- **Intrusion Detection:** Deploy and maintain effective perimeter and internal intrusion detection systems (e.g., fence sensors, motion detectors, thermal cameras) tailored to site-specific vulnerabilities.
- **Access Control Systems:** Implement and maintain integrated electronic access management systems, including biometric, card-based, or other specified technologies.
- **Drone Operations:** Utilize advanced drone technology for aerial surveillance, reconnaissance, and rapid assessment of network infrastructure (feeder lines, pole-mounted transformers, reclosers) to detect suspicious activity or damage. Provide detailed flight plans and operational procedures.
- **AI Analytics:** Integrate Artificial Intelligence (AI) analytics capabilities with CCTV and other sensor systems for intelligent threat detection, behavioural analysis, anomaly detection, and predictive security insights.
- **Integration and Commissioning:** The contractor will be fully responsible for the seamless integration and commissioning of all newly installed security system technology into the current Eskom control room located in Mkondeni. This includes all necessary software, hardware, network configurations, and data feeds.
- **Existing/Inactive Systems:** The contractor shall upgrade, integrate, and commission any existing or inactive security systems (CCTV, access control, alarms) at the specified sites into Eskom control room at Mkondeni. This includes an initial audit of existing infrastructure to determine compatibility and required upgrades.

Maintenance and Support

- **Preventive Maintenance:** Implement a robust preventive maintenance schedule for all installed security technologies and systems, including regular testing, calibration, and cleaning to ensure optimal performance.
- **Corrective Maintenance:** Guarantee prompt fault resolution within specified timeframes, minimizing system downtime and security vulnerabilities. Provide clear escalation procedures.
- **System Upgrades:** Proactively manage and propose necessary technology updates, patches, and system improvements to maintain optimal security posture and leverage new advancements.
- **Training Services:** Provide ongoing training and development programs for all deployed personnel to ensure continuous skill enhancement, certification compliance (PSIRA, FCA, SACAA), and proficiency in operating advanced security technologies.

Technology Roadmap

- **Implementation Plan:** Provide a comprehensive, phased timeline for deploying proposed technologies, including pilot testing phases, full-scale implementation across various sites, and a clear strategy for scaling solutions to meet future needs.
- **Scalability:** Clearly explain how the proposed security solutions and operational models can be scaled efficiently to accommodate Eskom's growing infrastructure, changing risk profiles, or expanding geographical scope.
- **Innovation Strategy:** Detail the bidder's approach to staying ahead of emerging security threats and evolving criminal methodologies. This should include a commitment to adopting modern, advanced technologies, research and development initiatives, and a proactive posture towards security innovation.

Community Involvement

- a) Liaison with the Community:
 - **Community Liaison:** Develop and implement a strategy for effective and positive engagement with local communities surrounding the protected sites. This should include regular communication channels, awareness campaigns about the importance of electricity infrastructure, and mechanisms for receiving community intelligence regarding suspicious activities.
 - **Job Creation/Local Procurement:** Where feasible and in line with Eskom's procurement policies, outline strategies for local job creation, skills transfer, and procurement from local businesses within the KZN-OU, contributing to community upliftment and fostering positive relationships.
 - **Collaborative Safety Initiatives:** Propose and participate in joint safety awareness initiatives with local community structures, emphasizing the dangers of illegal connections and infrastructure tampering.
- b) **Liaison with Law Enforcement Agencies**
 - **Formal Communication Protocols:** Establish and maintain formal, documented communication protocols with the South African Police Service (SAPS) units operating in the zones, including relevant specialized units (e.g., Non-Ferrous Metals Combating Unit, Public Order Policing).
 - **Intelligence Sharing:** Develop mechanisms for secure and timely sharing of intelligence regarding criminal activities, modus operandi, and identified hotspots with SAPS and other relevant law enforcement agencies (e.g., Transnet, PRASA security).
 - **Joint Operations and Response:** Demonstrate a proven capability and willingness to participate in planned joint operations with SAPS and other security forces (e.g., roadblocks, scrap dealer inspections, illegal connection raids).
 - **Evidence Collection and Preservation:** Ensure all security personnel are trained in proper scene preservation and evidence collection techniques to support SAPS investigations and improve the chances of successful arrests and prosecutions. Provide detailed incident reports that meet legal evidentiary standards.
 - **Reporting and Compliance:** Adhere strictly to all legal requirements for reporting criminal incidents and cooperates fully with law enforcement in their investigations.

Handover Phase (At Contract End or Termination):

Documentation: Provide comprehensive as-built documentation for the entire control room infrastructure, including:

- Detailed architectural, electrical, and network diagrams.
- Equipment manuals, warranties, and licensing agreements.
- Software configurations, user manuals, and administrative guides.
- All Standard Operating Procedures (SOP), training materials, and emergency protocols.
- Full historical data archives.
- **Training:** Provide comprehensive training to nominated Eskom personnel (or incoming Service Provider's team) on the full operation, administration, and basic maintenance of all control room systems.
- **Knowledge Transfer:** Facilitate complete knowledge transfer regarding operational procedures, threat landscape, key contacts, and any ongoing projects.
- **Licensing Transfer:** Assist with the transfer of all relevant software licenses, warranties, and service agreements to ownership or to a successor Service Provider.
- **Physical Handover:** Securely hand over all physical assets, keys, and access credentials related to the control room.
- **Decommissioning (if applicable):** If the control room is to be decommissioned rather than handed over, provide a detailed plan for secure and environmentally responsible decommissioning and data sanitization.

Key performance indicators (KPI'S)

The successful bidder's performance will be rigorously evaluated against the following KPIs:

Primary Indicators

This framework outlines our commitment to measurable security outcomes, ensuring the protection of Eskom Distribution's assets and the safety of our operations.

Table 4: Primary KPIs

KPI	Target	Measurement Method	Reporting Frequency
1. Property Loss & Damage Reduction	- To reduce significant theft/vandalism incidents causing material asset loss or operational disruption to: - ≤ 4 incidents/year for High-Risk Sites (all Level 3 facilities). - ≤ 2 incident/year for Medium-to-High Risk Sites (all Level 2 facilities). - ≤ 0 incidents for Low-to-Medium Risk Sites (all Level 1 facilities). - ≤ 6 incidents/year for Network infrastructure incidents. Targeting a (zero) 0 crime incidents in the next years from current baseline.	Definition: A "significant incident" is defined as confirmed theft or vandalism resulting in asset replacement cost exceeding R50,000 or causing an unplanned outage greater than 2 hours. Data Sources: Daily incident reports, forensic damage assessments, monthly asset audits, operational disruption logs, and reconciled financial loss reports. Verification: Regular third-party verification of incident classifications and financial impact.	- Daily (for incident reporting) - Monthly (for KPI tracking & reporting) - Quarterly (for aggregated trend analysis)
2. Incident Detection & Response Time	To ensure timely and effective intervention for all security breaches: - 98% of security incidents detected within 2 minutes of occurrence. - 95% of verified security incidents receiving on-site armed response within 15 minutes (urban) / 30 minutes (rural) of dispatch. - 99% of detected incidents accurately recorded with full details and appropriate follow-up actions initiated.	Detection Measurement: Automated system alerts (video analytics, alarm systems) timestamped against initial breach detection. Response Time Measurement: GPS tracking of armed response vehicles, timestamps from central monitoring dispatch to on-site arrival confirmation. Recording & Action Measurement: Review of incident logs, response reports, and documented follow-up actions (e.g., law enforcement notification, repair orders). Internal Eskom stakeholder feedback on response effectiveness.	Real-time (for individual incidents) Daily (for performance review) Monthly (for aggregated reporting)
3. Regulatory & Policy Compliance	Achieve 100% compliance with all applicable security regulations and internal Eskom security policies (including PSIRA, FCA, SACAA, and Eskom's internal security standards).	Methodology: Monthly internal and annual external compliance audits against a comprehensive checklist of regulatory requirements and internal policies. Review of training records, license validity, and operational procedures. Documentation of all non-conformances and corrective actions taken.	Monthly (internal audits) Annually (external audits & overall compliance review)
4. Security Technology Operational Availability	Maintain 99.5% operational uptime for all critical security technology components (CCTV, access control, alarm systems, communication networks, AI analytics platforms).	Methodology: Automated system monitoring reports tracking component uptime and functionality. Detailed maintenance logs, including fault reports, resolution times, and preventative maintenance schedules. Daily system health checks by control room operators. Definition:	Daily (automated reports) Weekly (detailed review) Monthly (performance summary)

		"Operational uptime" means the system is fully functional and capable of performing its intended security detection and recording tasks.	
5. Security Fault Resolution Time	To minimize security system downtime: - 90% of critical security system faults resolved within 8 hours. - 95% of major security system faults resolved within 24 hours. - 98% of minor security system faults resolved within 48 hours.	Methodology: Centralized fault logging system with precise timestamps for fault identification, technician dispatch, and resolution. Escalation records and root cause analysis for persistent or critical faults. Vendor performance tracking against agreed SLAs for technical support.	Real-time (for individual faults) Weekly (for trend analysis) Monthly (for overall performance review)
6. Stakeholder Satisfaction with Security Services	Achieve a ≥90% satisfaction rating from key internal Eskom stakeholders (e.g., Operations, Asset Management, regional management) regarding the effectiveness, responsiveness, and communication of security services.	Methodology: Monthly structured online surveys distributed to a defined group of key internal stakeholders, assessing satisfaction across key service dimensions (e.g., responsiveness, professionalism of guards, clarity of reports, impact on operations). Face-to-face feedback sessions and documented client feedback.	Monthly (survey deployment & report generation)

Secondary Indicators

These KPIs are designed to provide clear, measurable targets for key aspects of our security service delivery, ensuring operational excellence and continuous improvement.

Table 5: Secondary KPIs

KPI	Target	Measurement Method	Reporting Frequency
1. Security Personnel Deployment Rate	Achieve ≥99.5% coverage of all scheduled security guard shifts (day and night, for all assigned risk levels) across all sites, with any exceptions (e.g., unforeseen emergency leave) being immediately filled by a qualified replacement within 2 hours of notice.	Methodology: Daily automated shift management reports comparing scheduled vs. actual guard deployments, including timestamps for replacement assignments. Review of attendance logs and payroll records. Formal tracking of all unfulfilled shifts or shifts covered outside the 2-hour replacement window, with documented reasons.	Daily (for operational review & exceptions) Weekly (for aggregated percentage) Monthly (for formal reporting)
2. Verified Armed Response Time	Ensure 95% of all verified security incidents at Urban Sites (Risk Levels 2 & 3) receive armed response on-site within ≤15 minutes of dispatch. Ensure 90% of all verified security incidents at Remote Sites (Risk Levels 2 & 3) receive armed response on-site within ≤30 minutes of dispatch. This applies to all incidents requiring armed response per protocol.	Definition: "Verified incident" is an alarm or alert confirmed by monitoring as a genuine security breach requiring armed intervention. Response time is measured from the moment of dispatch (recorded in the control room log) to the confirmed arrival of the armed response unit on site (via GPS tracking data and armed response operational reports). Data Sources: Contractor GPS tracking reports, central monitoring incident timestamps, dispatch logs, and post-incident review forms.	Real-time (for incident tracking) Daily (for performance review of previous 24 hours) Monthly (for aggregated compliance percentages)
3. Security Personnel Training Compliance	Maintain 100% compliance for all active security personnel (guards, control room operators) with mandatory Eskom-specific security	Methodology: Regular (quarterly) review of a centralized training database. Verification of individual training records, certification validity	Quarterly (comprehensive review) Monthly (for

	protocols and all relevant regulatory certifications (e.g., PSIRA grades, firearm competency, first aid), with certification validity maintained continuously. New personnel must complete mandatory Eskom induction training within 30 days of employment.	dates, and documented completion of refresher courses or new module training. Spot checks on site for valid guard licenses. Audits of training provider certifications.	new hires & upcoming expiry tracking)
4. Security Equipment Operational Functionality	Maintain ≥99.0% operational functionality across all deployed security technology (CCTV cameras, access control readers, alarm sensors, recording devices, communication links, drone systems) at all times, with any critical non-functional equipment restored within 24 hours.	Definition: "Operational functionality" means the equipment is performing its primary security function as designed (e.g., camera recording clear images, sensor detecting breaches, access control granting/denying access). Methodology: Automated system health monitoring reports, daily operator functional checks, maintenance logs tracking fault reports, resolution times, and preventative maintenance. Data Sources: Equipment status dashboards, maintenance management system records.	Daily (automated alerts & operational checks) Weekly (for trend analysis) Monthly (for aggregated performance reporting)

Innovation and Improvement KPIs

These KPIs are designed to measure our strategic progress in optimizing security operations through technology integration, achieving cost efficiencies, and fostering continuous innovation.

Table 6: Innovation and Improvement KPIs

KPI	Target	Measurement Method	Reporting Frequency
Guard Force FTE Reduction & Efficiency Gain	Achieve a 30% reduction in current full-time equivalent (FTE) guard positions by the end of Year 2 (From contract award date), specifically through the successful deployment of integrated security technologies, leading to a demonstrable improvement in operational efficiency. This will then extend to a 40% reduction by the end of Year 3 (From contract award date).	Baseline staffing reports vs. current FTE, technology deployment completion reports (verified operational status), and efficiency metrics (e.g., response times, incident resolution rates where technology is applied).	Quarterly
Critical Security Technology Deployment Adherence	Ensure 100% of all critical and high priority planned technology deployments are completed on or before their scheduled milestone dates, adhering to identified risk levels (as per Table 1, if available). This specifically refers to technologies enhancing site security and operational control.	Verified project milestone completion dates, formal implementation sign-off reports, and post-deployment system functionality tests. Deviations from schedule will require documented explanations and revised timelines.	Monthly
Technology-Driven Operational Cost Reduction	Achieve a 20% reduction in total operational security costs by the end of Year 1 (From contract award date), directly attributable to the implementation and optimization of new security technologies (e.g., reduced personnel costs, lower	Comprehensive cost analysis reports comparing baseline operational security expenditure to post-technology deployment costs, detailed savings breakdown per technology, and efficiency metrics directly linked to cost reduction.	Quarterly

	maintenance for older systems, energy savings from new equipment).		
Strategic Security Technology Adoption & Value Realization	Successfully implement at least 1 new, approved strategic security technology into operational use annually (On contract anniversary date), each demonstrably contributing to enhanced security posture, improved operational efficiency, or significant cost savings as validated by pre-defined performance metrics and user acceptance.	Documentation of technology approval and procurement, signed implementation completion reports, post-implementation impact assessments (e.g., efficiency gains, incident reduction rates, cost savings reports with specific ROI, and structured user feedback/satisfaction surveys).	Semi-annually

Site evaluations

Site visits will be conducted for the successful bidders to verify that they have a functional Control room, legal firearms, Company owned vehicles as well as technologies that were proposed by the bidder.

Annual rates

Annual rates (as publicised in the Government Gazette) would not increase automatically but be first approved by Eskom and accepted by the Contractor in writing. There will be only one increase per year.

Terms of payment for monthly invoices

All invoices must follow the KZN OU Invoice process. The invoice period is from the 15th – 14th of each month. The monthly statements, invoices and all supporting documentation must be received before payment can be effected. All invoices must be processed in KZN office.

Should the service provider's documentation be incomplete or incorrect and cannot be resolved before the invoice period, payment will only be made once the correct documentation is provided.

ESKOM reserves the right to set-off amounts owed by the Service Provider from any amount due. The Service Provider must ensure that they furnish ESKOM with the correct banking information to affect a bank transfer and prevent delays in payment. Only original invoices will be processed for payment.

Eskom's property in possession of the service provider

Eskom's property supplied to the Service Provider for the execution of their duties remains the property of Eskom and will at any time be available for inspection by an Eskom Representative. Any such property in the possession of the SP on completion of the agreement will be returned to Eskom in the same working condition as handed to the Service Provider.

The Service Provider will always be responsible for any loss of or damage to Eskom property in his possession, and if required Eskom will deduct the loss of such equipment if the service provider fails to compensate Eskom once a final investigation report from Eskom has been submitted.

Task order instruction

A Task Order will be issued by the Eskom Security Contract Manager/Supervisor or persons appointed in consultation with the Eskom Security Contract Manager.

Any specific requirements related to the quality standards for the services required will be included in the Task Order.

Any constraints relevant to the services.

Contractor must prepare a quote after they received the task instruction (with full details of the scope of work) as per agreed price structure.

Once quote is approved by the Eskom Contract Manager/Supervisor, the Task Order instruction will be issued to the Contractor for commencement and will include the following: a detailed scope/description of the guarding services required – to be performed by the Contractor (deliverables), manpower required, grades, operational equipment, start and end date; and PO Number.

The Contractor is only allowed to proceed with the task instruction once it complies with all the requirements as described above i.e. PO number, start and end dates.

Both parties to reply / respond within 12 hours for acceptance of quote and task instructions.

The requested services can only commence after official approval by the Eskom Representative (Eskom Security Contracts /Site Owner/Requestor) has been granted; this approval will be in the form of a signed-off task instruction by the Eskom Contract Manager/Supervisor.

The Contractor is expected to return a copy of signed task instruction for record that both parties have accepted this request.

Contractor to inform the Eskom Security Contract Manager/Supervisor by immediately submitting an early warning notification of any material deviation from the originally approved task instruction should there be changes to the initial approved task order value and/or time as indicated in the originally approved task order.

Acceptance and approval of such and Early Warning must first be obtained from Eskom Security Manager/Contracts Manager for any changes on the Task Order before the work can continue.

Task Order template will be provided to the Contractor after the signing and acceptance of this contract.

1. Management strategy and start up.

2.1 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.

2.2 Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the *service*, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The following text could be used as a model for this section:

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</i> and _____

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.

2.3 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 organogramme from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

2.4 Provision of bonds and guarantees

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

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

2.5 Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

2.6 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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.

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

2.7 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.

2.8 Records of Defined Cost to be kept by the *Contractor*

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

2.9 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.

2.10 Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

2.11 Design and supply of Equipment

As provided in the scope of work.

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

2.12.1 Equipment

As provided in the scope of work.

2.12.2 Information and other things

As provided in the scope of work.

2.13 Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.

Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

3. Health and safety, the environment and quality assurance

3.1 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 Section 5 to this Service Information.

3.2 Environmental constraints and management

The *Contractor* shall comply with the Environmental requirements and constraints stated in Section 6 to this Service Information

3.3 Quality assurance requirements

Contract / Order Number			Subcontractor Order Number			QCP Number			Page 1 of		
Scope of Work			Item/ Plant/ Material Description			Rev Number -			Date		

Quality Control Plan Approvals			Name		Signature	
Contractor /Supplier						
Subcontractor (where applicable)						
Eskom						
Approved Inspection Authority (AIA) (Where applicable)						

Intervention Point Legend (KEY)			
Hold Point	AP - Document Requires Approval	T1 – 100% Testing T2- Sample Testing	A1 – 100% Inspection A2- Sample Inspection
Witness Point	W1 – 100% witness	W2 - Sample witness	
Document Review	IN - Document Requires for information only	R1- 100% Document Review	R2- Sample Document Review
Surveillance (S)			
Verification (V)			

Activities			Intervention Point		Category	Inspection and Test Method			Supplier Inspection		Eskom Inspection		Records
No	Description / Requirement	Date	Supplier	Eskom	S=Statutory / N= Non-statutory	Method	Controlling document	Acceptance Criteria	AIA/NOB O	Internal/TPI	AIA/NOB O	Internal/TPI	

The *Contractor* shall comply with the Quality requirements and constraints stated in Section 4 to this Service Information.

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Local Procurement Content

“Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

Procurement spend on entities with a minimum 51% black ownership

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	
Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	

Jobs.

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

Jobs to be created	Jobs to be retained

Skills development

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

Skill type / Occupation
Drone Training
Armed Response Training
Technical Training for Operating Security Systems
Physical Guarding Grade C
Physical Guarding Grade B
Physical Guarding Grade A

4.2 Subcontracting

4.2.1 Preferred subcontractors

If feasible subcontracting on contracts above R30 million will apply as a condition for contract award. Tenderers shall subcontract up to 30% of the contract value to the following designated groups:

- an EME or QSE which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are youth;
- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships;
- a cooperative which is at least 51% owned by black people;
- a EME or QSE which is at least 51% owned by black people who are military veterans.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Tenderers shall submit the following returnables for Subcontracting

- Subcontracting agreement signed by both parties **or**
- Copies of signed letters from the tenderer to the sub-contractors stating the intent to sub-contract
- Subcontractors' Company registration documents
- Subcontractor's valid BBBEE certificate issued by a SANAS accredited verification agency or valid sworn affidavit or valid BBBEE Certificate issued by CIPC for EME companies

4.2.3 Limitations on subcontracting

A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

Potential scope to be subcontracted and/or outsourced:

- **Armed Response**
- **Supplier of Drones**
- **Specialised Personnel – Drone Operators**
- **Specialised technology installation and maintenance**
- **Dog and Dog Handlers**

4.3 Plant and Materials

4.3.1 Specifications

As provided in the Scope of work.

4.3.2 Correction of defects

As provided in the scope of work.

4.3.3 Contractor's procurement of Plant and Materials

As provided in the scope of work.

4.3.4 Tests and inspections before delivery

As provided in the scope of work.

4.3.5 Plant & Materials provided "free issue" by the *Employer*

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that 'all other Plant and Materials are to be provided by the *Contractor*'.

4.3.6 Cataloguing requirements by the *Contractor*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering contractors need to allow for in their prices, and the *Contractor* has to comply with. State these or similar requirements here.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades

5.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 Site services and facilities

5.8.1 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.

5.8.2 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.

5.9 Control of noise, dust, water and waste

This will be done in accordance with the OHS requirements

5.10 Hook ups to existing works

This will be done in accordance with the OHS requirements

5.11 Tests and inspections

5.11.1 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].

5.11.2 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.

[illegible]