



**NEC3 Term Service Contract (TSC3)**

**Between NATIONAL TRANSMISSION COMPANY SOUTH AFRICA SOC LIMITED (NTCSA)  
(Reg No. 2021/539129/30)**

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

**for Support, Repairs, Training of the MSAP Equipment on an as and when required basis for a period of Five (5) years.**

---

<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	<b>[•]</b>
<b>Part C2 Pricing Data</b>	<b>[•]</b>
<b>Part C3 Scope of Work</b>	<b>[•]</b>

---

**CONTRACT No. [.....]**

---

## **PART C1: AGREEMENTS & CONTRACT DATA**

---

<b>Contents:</b>	<b>No of pages</b>
<b>C1.1 Form of Offer and Acceptance</b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.2a Contract Data provided by the <i>Employer</i></b>	<b>[•]</b>
<b>C1.2b Contract Data provided by the <i>Contractor</i></b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.3 Proforma Guarantees</b>	<b>[•]</b>

---

# 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:

**Support, Repairs, Training and Maintenance of the MSAP Equipment on an as and when required basis for a period of Five (5) years.**

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	<b>Not Applicable – as and when required basis</b>
	Sub total	<b>Not Applicable – as and when required basis</b>
	Value Added Tax @ 15% is	<b>[Not Applicable – as and when required basis</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>Not Applicable – as and when required basis</b>
	(in words) <b>Not Applicable – as and when required basis.</b>	

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

Name & signature of witness  
*(Insert name and address of organisation)*

Date

Tenderer's CIDB registration number:

Not applicable

**Acceptance**

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

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**

Name &  
signature of  
witness

.....  
.....  
.....  
.....  
.....  
*(Insert name and address of  
organisation)*

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.

	<b>For the tenderer:</b>	<b>For the Employer</b>
Signature	_____	_____
Name	_____	_____
Capacity	_____	Senior Manager Telecommunications- System Operator
On behalf of	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Name & signature of witness	_____	_____
Date	_____	_____

## C1.2 TSC3 Contract Data

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

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b> <b>X1: Price adjustment for inflation</b> <b>X2 Changes in the law</b> <b>X3: Multiple currencies</b> <b>X4: Parent company guarantee</b> <b>X17: Low service damages</b> <b>X18: Limitation of liability</b> <b>X19: Task Order</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	<b>Z: Additional conditions of contract</b>
10.1	The <i>Employer</i> is (name):	<b>NATIONAL TRANSMISSION COMPANY SOUTH AFRICA SOC LIMITED (NTCSA) (Reg No. 2002/015527/30)), a State Owned Company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>011 871 3587</b>

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

10.1	The <i>Service Manager</i> is (name):	<b>TBA</b>
	Address	<b>System Operator Telecommunications Engineering Building, Simmerpan Germiston 1400</b>
	Tel	<b>TBA</b>
	Cell	<b>TBA</b>
	e-mail	<b>TBA</b>
11.2(2)	The Affected Property is	<b>South Africa</b>
11.2(13)	The <i>service</i> is	<b>Support, Repairs, Training and Maintenance of the MSAP Equipment on an as and when required basis for a period of Five (5) years.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Management of the SHEQ processes on both sides of the contract Management of Service Lead Times. Management of NMS, Operational Support and Service Level Agreement.</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Two (2) weeks</b>
2	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>Four (4) weeks of the Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is	<b>Five (5) Years for the overall contract, but as stated on individual task order/SAP purchase order.</b>
		<b>The contract will expire either at the end of the contract period or when the maximum cumulative purchase order value is reached, whichever comes first</b>
	<b>Delivery Lead Time Services</b>	<b>Four (4) Weeks of the purchase order and both parties will mutually agree to a project plan to minimise delays.</b>

	<b>Inco Term Delivery Point</b>	<b>Simmerpan/or any designated site.</b>
4	<b>Testing and defects</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>The last day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Sixty (60) days for Orders placed for values above R50 Million. Thirty (30) days for Orders placed for values below R50 Million paid as follows:  100% Payment on completion of an activity as per the task order/SAP purchase order. Payment will be done on presentation of a valid and acceptable invoice at the Employer (Accounts Payable)</b>
51.4	The <i>interest rate</i> is	<b>Zero%</b>
6	<b>Compensation events</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>
7	<b>Use of Equipment Plant and Materials</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
9	<b>Termination</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</b>
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>One (1) week of the issue of Task Order/SAP Purchase Order.</b>

50.6	The <i>exchange rates</i> are those published in	<b>South African Reserve Bank on [●] (date)</b>
<b>11 Data for Option W1</b>		
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	
<b>12 Data for secondary Option clauses</b>		
<b>X1 Price adjustment for inflation</b>		
X1.1	The <i>base date</i> for indices is	One month prior to tender closing.
	The proportions used to calculate the Price Adjustment Factor are:	proportion   linked to   Index index for   prepared by
	Refer to pricing schedule within the tender advert named Annexure AA	
	CPA will be applicable 16 months from the closing date of the tender.	
X2	<b>Changes in the law</b>	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.

<b>X3</b>	<b>Multiple currencies</b>		
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	<b>Items &amp; activities</b>	<b>Other currency</b>
	Refer to pricing schedule within the tender advert named Annexure AA		<b>Maximum payment in other currency</b>
X3.1	The <i>exchange rates</i> are those published in	<b>South African Reserve Bank on [●] (date)</b>	
		<b>The items &amp; activities will be paid in the other currency</b> - to a foreign Bank account nominated by the <i>Contractor</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date.  (select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)	
<b>X4</b>	<b>Parent company guarantee</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>	
<b>X13</b>	<b>Performance bond</b>		
X13.1	The amount of the performance bond is	<b>R [●]</b>	
<b>X17</b>	<b>Low service damages</b>		
X17.1	The <i>service level table</i> is in	<b>Page 19</b>	
<b>X18</b>	<b>Limitation of liability</b>		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>Zero Rand</b>	
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	<b>the amount of the deductibles relevant to the event</b>	

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• <b>the total of the Prices at the Contract Date</b></li> <li>and</li> <li>• <b>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</b></li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• <b>Defects due to his design, plan and specification,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Affected Property,</b></li> <li>• <b>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and</b></li> <li>• <b>infringement of an intellectual property right.</b></li> </ul>
X18.5	The <i>end of liability date</i> is	<p><b>Twelve (12) months after the end of the <i>service period</i>.</b></p>
<b>X19</b>	<b>Task Order/SAP Purchase Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<p><b>Five (5) days of receiving the Task Order/SAP Purchase Order</b></p>
<b>Z</b>	<p><b>The <i>additional conditions of contract</i> are</b></p> <p><b>Z1 to Z14 always apply.</b></p>	

**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 *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

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

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

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

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the

procurement of this contract or in execution thereof.

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

**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 *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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.

<p>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</p>	<p><b><u>Loss of or damage to property</u></b> The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.</p>
<p>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</p>	<p>The amount required by the applicable law</p>

**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**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	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.

**Low Service Damages Table**

<b>Clause</b>	<b>Item</b>	<b>Description of noncompliance to employers' requirements</b>	<b>Damages payable by the contractor to the employer</b>
X17			
X17.1.1	Response times for supply and delivery services for repaired equipment	Inability of the contractor to supply and deliver equipment/material and services as per agreed project timelines.	10% of Task / Purchase Order value
X17.1.2	Response times for support and maintenance services	Inability of the contractor to meet SLA response times as stipulated in the Scope Of Work <b>(table 2 of 240-135089195)</b>	As per 3.5.1.7 of 240-135089195
X17.1.3	Response time for training services	Inability of the contractor to provide training as per agreed timelines	2% of Task Order value

## C1.2 Contract Data

### Part two - Data provided by the Contractor

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:  1 Name: Job: Responsibilities: Qualifications: Experience:  2 Name: Job: Responsibilities: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in _____ .
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>Refer to Pricing Schedule named Annexure AA</b>
11.2(19)	The tendered total of the Prices is	<b>Rates based contract</b>

## 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

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 \_\_\_\_\_ 200\_

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)


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

*(to be reproduced exactly as shown below on the letterhead of the 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]*

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

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

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

“Contract” – means the written agreement relating to the 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]*

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

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

“Expiry Date” - means the 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

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

“Services” - means [insert as applicable].

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

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

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

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

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

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

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

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

The Bank's obligations in terms of this Guarantee:

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

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

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

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

This Guarantee:

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

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

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

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

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

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

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

Signed at \_\_\_\_\_

Date \_\_\_\_\_

For and behalf of the Bank

Bank Signatory: \_\_\_\_\_

Bank Signatory: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Bank's seal or stamp

**Pro forma ASGI-SA Guarantee**

(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

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

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

1. In this Guarantee the following words and expressions shall have the following meanings:-
  - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
  - 1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]
  - 1.3 "Contract" – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
  - 1.4 "*Contractor*" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
  - 1.5 "*Contractor's ASGI-SA Obligations*" – means the *Contractor's ASGI-SA Obligations* under and as defined in the Contract.
  - 1.6 "*Employer*" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30.
  - 1.7 "Expiry Date" - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]
  - 1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
  - 1.9 "Project" – means the .....
2. At the instance of the *Contractor*, we the undersigned \_\_\_\_\_ and \_\_\_\_\_, in our respective capacities as \_\_\_\_\_ and \_\_\_\_\_ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's ASGI-SA Obligations* and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
  - 3.1 state the amount claimed ("the Demand Amount");
  - 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
  - 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and

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

5. The Bank's obligations in terms of this Guarantee:

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

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

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

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

8. This Guarantee:

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

8.2 is, save as provided for in **0** above, personal to the *Employer* and is neither negotiable nor transferable;

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

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

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

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

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

Signed at \_\_\_\_\_

Date \_\_\_\_\_

For and behalf of the Bank

Bank Signatory: \_\_\_\_\_

Bank Signatory: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Bank's seal or stamp

## PART 2: PRICING DATA

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

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

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

### Preparing the *price list*

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

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

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

### **Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

**Refer to Pricing Schedule named Annexure AA**

## PART 3: SCOPE OF WORK

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

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

### **Contents**

When the document is complete, insert a 'Table of Contents'. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

### **Table of Contents**

## Description of the *service*

### Executive overview

The contract is for Support, Repairs, Training and Maintenance of the MSAP Equipment on an as and when required basis for a period of Five (5) years. The contract scope includes ongoing support for the services offered and training for the relevant personnel for the duration of the contract.

### Employer's requirements for the *service*

The purpose of the contract is to provide maintenance, support, repair & return, training, routine and ad-hoc services on as and when required basis during the duration of the contract to ensure efficient and effective support for the MSAP equipment installed and also to ensure services are delivered within agreed timelines. The contractor must be able to provide such services for the specific OEM equipment that's under deployment.

To provide the required services the contractor will have to comply with the requirements of the following documents.

1. 240-128505297 Multi-Service Access Network Equipment Specification.
2. 240-86458714 Generic Requirements Specifications for a telecommunications Network Management Solution.
3. 240-135089195 Generic Technical Requirements for Eskom Telecoms Contracts.
4. 240-132190480 Telecommunications Equipment Installation Standard.
5. ST\_240-76666863 Telecommunications Network Architecture Standard.
6. 240-60725641 Specification for Standard (19 Inch) Equipment Cabinets.
7. 559-1932824541- Occupational Health and Safety Specification.
8. Supplier Quality Management Specification
9. Environmental Specification.
10. Annexure B : Acknowledgement form of NTCSA rules
11. Annexure C1 SHE tender Evaluation template.
12. HIRA
13. Form A 2018
14. Schedule of Compliance for 240-170000907\_Mandatory.
15. Schedule of Compliance for 240-170000907\_Desktop.
16. Schedule of Compliance for 240-128505297 Multi-Service Access Network Equipment Specification
17. Schedule of Compliance for 240-86458714 Generic Requirements Specification for a Telecommunications Network Management Solution
18. Schedule of Compliance for 240-135089195 Generic Technical Requirements for Eskom Telecoms Contracts
19. 240-170000907 Technical evaluation criteria for MSAP
20. 240-170000913 Multi-Service Access Network Equipment Test Procedure
21. OEM equipment roadmap template
22. Supplier Tendered Equipment Declaration
23. Client Machines for Network Management System and Simulator addendum Rev 1
24. 240-170000602 Voice and Data Surge Protection cables and materials design guide rev 1

### Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
MSAP	Multi-Service Access Platform
TDM	Time Division Multiplexing
NMC	Network Management Centre

URS	User Requirement Specification
OEM	Original Equipment Manufacturer

## Management strategy and start up.

### Management meetings

Project progress meetings may be convened by the contractor on as/when required and will be chaired by the Employer (*Project Manager*) as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Project Progress Meeting Address delivery and installation scheduling Address medium to high risk matters	As and when required	Simmerpan	Contractor and Employer representatives (Project Managers and Engineers)

The *Contractor* shall have liaison meetings (on agreed dates) with the *Employer* and the *Employer* will be represented by designated personnel from Project Management, Technology, Planning, Network Management Centre, Operations and Field Services and Procurement.

These meetings will be chaired by Technology and be held as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
<b>Contractor Meeting</b> Overall contract progress and feedback, technical matters arising, procurement and general issues.	As and when required basis	Simmerpan	<i>Contractor</i> and <i>Employer</i> representatives

The *Contractor* shall have executive meetings (on agreed dates) with the *Employer* and the *Employer* will be represented by Executives and Middle management. These meetings will be chaired by the *Employer* and be held as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
<b>Contractor Executive Meeting</b> Address <i>Contractor</i> relations Address medium to high risk matters	As and when required basis	Simmerpan	<i>Contractor</i> and <i>Employer</i> representatives at executive/middle management.

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

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

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

The *Contractor* must provide an organogram showing *Contractor's* people with contact details and lines of authority/communication.

## **Provision of bonds and guarantees**

### **Documentation control**

All contractual correspondence between *Contractor* and *Employer* shall be in the form of a properly compiled letter, dated and bearing the approved letterhead.

The *Employer* shall maintain a record of all contractual communications.

The *Employer* shall accept documents in Microsoft Office, ADOBE PDF or Visio formats. All electronic communications shall be in a format agreed to between the *Contractor* and *Employer*.

The *Contractor* shall comply with 240-135101235 NTCSA Telecommunications Documentation Template annexed to this Works Information for submission of all documentation (strategies, designs, procedures, processes, policies, protocols, philosophies and guidelines). All documents that shall become the property of the *Employer* shall comply with 240-135101235 NTCSA Telecommunications Documentation template.

Any changes in terms of the services provided (timelines, standards, and cost framework. shall be communicated and approved by both parties.

## **Invoicing and payment**

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

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.
- Relevant proof of delivery and acceptances (with name, surname, cell number, site name) signed by the *Contractor* and *Employer's* representative.
- Purchase Order number.

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

## **Contract change management**

Changes to the contract shall be approved by the relevant authority of the *Employer*.

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

Records of Defined Cost, payments and assessments of compensation events are to be agreed upon and kept by both parties

### **Insurance provided by the *Employer***

Not applicable, refer to Data by employer.

### **Training workshops and technology transfer**

The *Contractor* shall conduct the following training sessions *as and when* required by the *Employer* and according to an agreed training programme:

- Planning (intermediate and advanced) and
- Installation and Commissioning (including equipment configurations).
- Repair and Maintenance of the supplied MSAP systems
- Network Management systems (for both administrators and operators) training

The *Contractor* shall provide a certified trainer who can provide accreditation to the *Employer's* trainees.

The *Contractor* shall issue formal certifications for personnel attending training which shall include both theory and practical training. To facilitate skills transfer, *Contractors* working at site shall be accompanied by the *Employer's* technicians or appointed representatives.

The certified personnel shall be entitled to install, commission operate and maintain the equipment without any impact to the specified equipment warranty.

Training shall also be provided for the *Employer's* network operators on the operation of the supplied NMS.

All training courses shall be provided in the Republic of South Africa.

Courses shall be separately ordered from time to time as need dictates.

The first course shall be required before the first commissioning commences so that the technicians shall be able to immediately maintain the installed equipment after installation handover.

Courses shall be structured on a modular basis per individual equipment, such that a series of modules may be run consecutively to meet the needs of a particular group of trainees. The modules shall cover: the operation of the equipment to block diagram level; testing; commissioning; and fault finding to field-removable module level.

Unless the training needs to be provided in a specialised facility within the Republic of South Africa, it is desirable that courses be conducted at various Eskom premises around the country where both classrooms and student accommodation exist.

Training equipment shall be provided by *Contractor*.

*Contractor* shall provide reference equipment for various tests or type approval as required by the *Employer*

### **Design and supply of Equipment**

The *Employer* shall provide the *Contractor* with all information required to provide support and maintenance e.g. required performance specifications, underlying transmission medium performance, hop distances, etc.

The *Employer* shall verify and accept the network designs prior to implementation thereof. However, such inspection and acceptance of the designs shall not relieve the *Contractor* of their responsibility to meet all the network performance requirements, and it shall not prevent subsequent rejection of the design if it is found to perform below specification during commissioning and testing.

For each task order and prior to installation, the *Employer* shall travel to each site and compile a site survey report providing details of the availability of site specific requirements for successful installations. However the *Employer* may request the *Contractor* to perform this work.

After the *Contractor* site visits and the site visit report has been issued to the *Employer*, the *Employer* shall provide any missing infrastructure and facilities not supplied with the equipment (e.g. DC supply) that are necessary for the completion of the site *works* as indicated in the *Contractor's* site survey report.

The *Employer* shall organise access to all sites for the *Contractor* as per the agreed programme.

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

### **Equipment**

The Contractor is to hand over a fully operational MSAP integrated to the existing network to the Employer by the end of the commissioning. The supplier will be required to provide full equipment product descriptions, datasheets, specifications, compliance certificates, and all mandatory information required for NTCSA staff to successfully maintain the microwave radio equipment.

### **Information and other things**

The *Contractor's* design may be used for other planning purposes (in other technology platforms) internal to the *Employer*. All drawings, reports and other documentation related to the work done for the employer should be handed over on completion of the specific task order.

## **Management of work done by Task/Purchase Order**

A Task is work within the service which the Employer may instruct the Contractor to carry out within a stated period of time.

A signed Task/ Purchase Order is the Employer's instruction to carry out a Task.

Task Completion is when the Contractor has done all the work in the Task and corrected Defects which would have prevented the Employer or Others from using the Affected Property and Others from doing their work.

Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

A Task Order includes:

- A detailed description of the work in the Task
- A priced list of items of work in the Task in which items taken from the Price List are identified.
- The starting and completion dates for the Task
- Conditions of the service agreement is in accordance with the Task Order issued

The Employer consults the Contractor about the contents of a Task Order before he issues it.

The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.

No Task Order is issued after the end of the service period.

Work will not commence on site without the Contractor receiving a signed detailed task order that has been agreed upon by the Employer and the Contractor.

It is the Contractor's responsibility to provide the Employer a detailed Task Order programme for acceptance within the period stated in the Contract Data.

Only when the Task Order programme is accepted and agreed upon by the Employer and the Contractor will any work commence on site.

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

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

The *Contractor* shall comply with the health and safety requirements contained under employer requirements for the service to this Works Information.

In addition to the requirements of the laws governing health and safety, NTCSA 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.

The Safety Risk Manager or his representative having jurisdiction over the service shall provide the relevant Occupational Health & Safety (OHS), Specification, HIRA, Evaluation criteria, Acknowledgement of OHS rules for incorporation into this Service Information. The OHS specification / scope shall be signed off by the Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer shall refer the tender to the Safety Risk Manager or his representative to evaluate against enquiry-specific safety criteria.

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

System Operator: Telecommunications- Craig Pitt

The Contractor/Contractor shall comply with the health and safety requirements contained in the enquiry documents.

### **Environmental constraints and management**

The Contractor/Contractor shall comply with the criteria and constraints stated in the enquiry documents. The contractor may be subjected to audit within the duration of the contract to verify compliance to the returnable documents.

### **Quality assurance requirements**

The Contractor shall possess ISO9001:2015 Certification.

The Contractor shall manage Documentation and Records in accordance with the requirements of ISO 9001:2015.

The Contractor shall comply with all Quality Assurance requirements, including the Inspection and Test Plan (ITP), Quality Control Plan (QCP), and the Contract/Project Quality Plan. These documents shall be customised by the Contractor to address all Quality Control and Quality Assurance deliverables specified in Sections 3.2, 3.3, 3.4, 3.5, and 3.8 of the Scope of Work (240-135089195).

All relevant records and reports shall be submitted to the Employer as evidence of the successful fulfilment of the Quality Assurance requirements for each activity outlined in the MSAP Scope of Work.

The Contractor may be subject to audit during the term of the contract to verify compliance with the returnable documents.

The Contractor shall comply with all quality assurance requirements and criteria stated in the enquiry documents.

## Procurement

### People

#### Minimum requirements of people employed

The Contractor shall ensure that only qualified people will be allowed to work on plant. The Employer shall be entitled to verify the qualifications of the key people. The *Contractor* must be made aware that access to certain sites will only be given after security clearance, which excludes the use of foreign nationals. It is the Contractor's sole responsibility to ensure all its employees have permits to perform work in the Republic of South Africa.

Objective criteria are ***applicable***.

**Please note that NTCSA may award the contract to a tenderer other than the highest scoring if objective criteria justify the award.**

The following objective criteria apply to the enquiry:

The inclusion of objective criteria in an enquiry is not mandatory but a condition for contract award, and if included, this must align with the requirements of the PPPFA [clause 2(1)(f)] and be clearly stated in the enquiry together with the consequence of such objective criteria (i.e., if the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award).

#### **NIPP**

In line with DTI requirements on important content that are above \$5million, the National Industrial Participation Programme has to be applied in order to stimulate local manufacturing capability and job creation. International manufactures have to commit on a minimum thirty percent local participation programme through formalized DTI NIPP obligations agreements. Therefore, in line with NIPP requirements, once the contract is awarded, the international company has to complete SBD 5 form as an undertaking to DTI.

**Note:** The above NIPP obligation will apply only if the foreign portion is equivalent or more than the stipulated minimum threshold of \$5 million. Suppliers will be encouraged to indicate or declare how much local manufacturing / procurement spend amounts to in this transaction. In an event where the foreign content does not exceed the NIPP threshold of \$5 million, the normal SDL&I targets of skills development, Subcontracting and job creation will be applied.

**OR**

**2.3 Mandatory Subcontracting as condition of award**

Continuation of Mandatory Requirements			
	YES	NO	
a) Is subcontracting applicable?	<input checked="" type="checkbox"/>		

**Subcontracting**

Mandatory subcontracting on contracts above R30 million as a condition for contract award

If feasible to subcontract for a contract above R30 million, NTCSA:

- a) must apply subcontracting to previously designated groups.
- b) must advertise the tender with a specific condition for contract award that the successful tenderer must subcontract a minimum of 30% of the value of the contract to:

- i. An EME or QSE which is at least 51% owned by black people.
- ii. An EME or QSE which is at least 51% owned by black people who are youth.
- iii. An EME or QSE which is at least 51% owned by black people who are women.
- iv. An EME or QSE which is at least 51% owned by black people with Disabilities.
- v. An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships.
- vi. A cooperative which is at least 51% owned by black people.
- vii. An EME or QSE which is at least 51% owned by black people who are military veterans.

Tender Returnable if the above element is a requirement.

- Proof of a sub-contract agreement/s must be submitted.
- CSD report of subcontractors
- Sub-contractor/s B-BBEE certificate / sworn affidavit must be submitted.

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

**Transformation – BBEE Improvement or Retention Plan**

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

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

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-

BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

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

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

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

**2. Local Procurement Content**

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

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

Local Procurement Content	NTCSA target	Tenderer Proposal
	30%	

**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	NTCSA Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	

Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	

**Skills Development**

Tenderers are required to propose against the following training initiatives.

Category	NTCSA's target	Supplier proposal
Support & training	2	

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

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

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

NTCSA will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations. For the duration of the contract, NTCSA will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

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

**BBBEE and preferencing scheme**

**Transformation – BBBEE Improvement or Retention Plan**

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

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

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract

award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

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

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

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

#### **BBBEE and preferencing scheme**

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. The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Employer within thirty days of the notification or as otherwise instructed by the Employer. Where, as a result, the Contractor's B-BBEE status has decreased since the starting date the Employer may either re-negotiate this contract or alternatively, terminate the Contractor's obligation to provide the service

#### **Accelerated Shared Growth Initiative – South Africa (ASGI-SA)**

Not applicable

#### **Plant and Materials**

##### **Specifications**

The Contractor's design/services have to comply with the following standards as listed in ***Employer's requirements for the service***

##### **Correction of defects**

The Employer will arrange the contractor access if it is needed for correcting a defect. The Contractor needs to correct a Defect within one day or when the first available opportunity arises.

##### ***Contractor's procurement of Plant and Materials***

Not Applicable

##### **Tests and inspections before delivery**

All delivered equipment shall be accompanied by a quality test certificate and compliance to relevant standards.

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

Not Applicable

**Cataloguing requirements by the *Contractor***

The Contractor shall provide all information necessary for the Employer to catalogue all offered equipment, goods and services as required.

## **Working on the Affected Property**

Work will be performed at various sites across South Africa. All safety protocols to be observed.

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

The Contractor applies for access permits (Contractor's permit) at the Security gate on the start date of the contract. The Contractor personnel shall be required to be in possession of an access permit at all times. Access permits must be returned to protection services when the worker/s leave the site, either after completion of the services, or upon earlier termination of service of a worker during the contract period.

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

Restrictions and hours of work may apply on some sites. Contractor must keep records of the people working on the affected property.

### **Cooperating with and obtaining acceptance of Others**

The supplier shall comply with all access control requirements, safety requirements and signages, and statutory requirement affecting the work being performed. Eskom lifesaving rules shall apply.

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

The contractor must supply their own work, installation and testing equipment. An equipment register/list may be required at security access points when entering offices sites and power stations

### **Equipment provided by the *Employer***

Not Applicable

### **Site services and facilities**

#### **Provided by the *Employer***

Portable Water-The contractor may utilize water points on Site.  
Electrical Power-Contractor may utilise power on site

#### **Provided by the *Contractor***

Not Applicable.

### **Control of noise, dust, water and waste**

Not Applicable.

### **Hook ups to existing works**

Not applicable.

### **Tests and inspections**

#### **Description of tests and inspections**

Repaired and returned equipment shall be clearly marked and accompanied by test reports.

#### **Materials facilities and samples for tests and inspections**

Not Applicable.

## List of drawings

### Drawings issued by the *Employer*

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

Drawing number	Revision	Title