



## NEC3 Term Service Contract (TSC3)

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

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

for **Reliability Services Aggregation Programme (RSAP)**  
– Operations and Maintenance for a period of 5 (five)  
years, running concurrently to the linked NEC ECC3  
Development and Implementations of the RSAP for a  
period of 5 years.

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**CONTRACT No. [Insert at award stage]**

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## **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:

**Reliability Services Aggregation Programme – Operations and Maintenance for a period of 5 (five) years running concurrently to the linked NEC ECC3 Development and Implementations of the RSAP for a period of 5 (five)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	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	R [●]
	(in words) [●]	

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

\_\_\_\_\_  
*(Insert name and address of organisation)*

Name & signature of witness

Date

Tenderer's CIDB registration number:

<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*.

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

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

Name &  
signature of  
witness

Date

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

**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)*

*(Insert name and address of organisation)*

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

# C1.2 TSC3 Contract Data

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

**[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]**

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X13: Performance Bond</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</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):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	<b>Various Participant sites</b>
11.2(13)	The <i>service</i> is	<b>Operations and Maintenance of the Reliability Services Aggregation Programme for a period of 5 (five) years.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Access to the Employer's half-hourly metering data</b>  <b>Third Party Metering Providers.</b>  <b>Site Access</b>  <b>Employer Dependencies</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>24 hours</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>2 (two) 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>5 (five) years</b>
4	<b>Testing and defects</b>	<b>N/A</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25<sup>th</sup> 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>Within 30 days of receipt of a commercially and financially correct tax invoice by the Accounts Payable Department for contracts that are valued at less than R50 000 000.00 (Fifty Million Rands) and within 60 days for contracts valued</b>

		at R50 000 0000.00 (Fifty Million Rands) excluding VAT and above.
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
6	<b>Compensation events</b>	Applicable per Section 6 of the NEC 3 TSC (April 2013).
7	<b>Use of Equipment Plant and Materials</b>	The <i>Employer</i> will not provide any Plant & Materials required by the <i>Contractor</i> to perform the <i>works</i> .
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	as identified by the Parties from time to time and recorded in a Risk Register.
83	Insurance	Refer to Z clause 12.1
9	<b>Termination</b>	Applicable per Section 9 of the NEC 3 TSC (April 2013).
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	1 (one) week.
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.

W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The price adjustments are based on:	<b>The average of the index of StatsSA.</b>
		The average of the index of the StatsSA, PO141 CPI Headline Table B2, for the previous 12 months (skipping the prior month due to publishing delays). Rounded-off to 2 decimal places.
		The escalation is effective 16 months from the base date as per the Procurement Instruction 03 of 2024.
<b>X2</b>	<b>Changes in the law</b>	<b>of South Africa is a compensation event if it occurs after the Contract Date</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>The sum of the loss as a result of any action arising by any negligent act by any person under the contractor's employ or any person performing work under the direct supervision of the contractor. For any other indirect or consequential loss not as a result of the contractor's employees or parties associated to the contractor then the liability is 0 (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>
X18.2	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 which are not listed on the Defects Certificate is limited to	<b>The greater of:</b>  <b>the total of the Prices at the Contract Date</b>  <b>and</b>  <b>the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the</b>

		<p><b>Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as at contract date.</b></p>
X18.4	<p>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 excluded matters, is limited to:</p>	<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 which arise before the Defects Certificate is issued,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Site,</b></li> <li>• <b>loss of or damage to property (other than the <i>works</i>, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and infringement of an intellectual property right.</b></li> </ul>
X18.5	<p>The <i>end of liability date</i> is</p>	<p><b>(i) 2 (two) years after the <i>defects date</i> for latent Defects and</b></p> <p><b>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</b></p> <p><b>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</b></p>
X19	<p><b>Task Order</b></p>	<p><b>A Task Order will be issued per the planned work</b></p>
Z	<p><b>The <i>additional conditions of contract</i> are</b></p>	<p><b>Z1 to Z12 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.

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**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**

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	The amount required by the applicable law

in connection with this contract	
----------------------------------	--

**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

## C1.2 Contract Data

### Part two - Data provided by the Contractor

**[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)**

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

**Notes to a tendering contractor:**

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

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

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

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

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 Copy of RSAP_ACTIVITY SCHEDULE - Operations and maintenance TSC contract Final v1 2026.</b>
11.2(19)	The tendered total of the Prices is	<b>R</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 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 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 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

## 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 Copy of RSAP\_ACTIVITY SCHEDULE - Operations and maintenance TSC contract Final v1 2026.

## 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.

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1.1 Executive overview .....	<b>Error! Bookmark not defined.</b>
1.2 <i>Employer’s</i> requirements for the <i>service</i> .....	<b>Error! Bookmark not defined.</b>
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# 1 Description of the service

## 1.1 Executive overview

The Distribution System Operator (DSO) and System Operator (SO) are responsible for the reliability and security of the Distribution local and national electricity grids respectively, this by monitoring, controlling and operating it in a safe, economical and reliable manner.

The demand response reliability services fulfil an important role towards power system security by providing both the DSO and SO with the much-needed flexibility and reliability to manage local network constraints and maintain adequate daily operating reserves in order to cater for unforeseen circumstances that could affect the grid stability. Factors that could affect the stability of the electricity supply include:

- Local network overload and constraints
- System constraints caused by severe weather and/or power line issues
- Generator malfunctions (unexpected trips – loss of multiple Generation units)
- Catered for in the normal daily operations of the SO and are economically dispatched.

The Reliability Services Aggregator Programme (RSAP) comprises broadly of the following:

- Reliability Services Aggregator System (RSAS),
- Reliability Services Data Collector/s (RSDC),
- Reliability Services Installations (RSI),
- Various interfaces among the above,

This contract will be for the Services (operations and maintenance) required for the duration of the Programme.

Services will include:

- Day to day operations (Enrolling Reliability Services Participants, Bidding; Scheduling; Dispatching etc.)
- Operate and maintain the new RSDC and RSIs
- Operate and maintain the existing RSIs (various customer sites) and existing physical RSDC located in Sunninghill.
- Communications Interfacings with System Operator as required.
- Training and skills transfer to users.
- Day to day Aggregator operations.
- Provide 24/7/365 helpdesk capability.
- Maintenance, support and upgrading of the RSAS
- Solution fault finding and ratification.

## 1.2 Employer's requirements for the service

### 1.2.1 Reliability Services Aggregation Programme (RSAP) high level workflow:

#### 1.2.1.1 Reliability Services Department

- System Optimisation
- Settings changes
- Contract Change Form (CCF)
- System data / reports
- Validate, edit, review events
- RS Programme parameters
- Customer contracting & contract performance management

#### 1.2.1.2 Participant

- Submit Bids
- Receive Capacity schedules

- Dispatch accept / decline
- Receive Reports
- Log issues

#### **1.2.1.3 Data Sources for Products**

- Panel on site
- Data collector
- MDMS, MV90 data or 3rd party data
- Communication to and from RSAS

#### **1.2.1.4 System Operator**

- Receive aggregated bids
- Monitor real time data for Instantaneous products
- CCF data access
- Schedule approval
- Dispatch approval
- Generate a certificate

#### **1.2.1.5 RSAS Operator (Aggregator)**

- Event validation criteria
- Generate reports and stats
- Send notifications/ reports
- Enrol participants
- Bids aggregation
- Scheduling and dispatching
- Access control/ permissions
- Access portal (Employer and participant)
- Issue management
- Day to day operations
- 24/7 helpdesk
- Generate real time system data
- RS programme customisation
- And panel design, build, test, install and maintain etc.

## 1.2.2 RSAP conceptual architecture

### 1.2.2.1 the RSAP conceptual architecture

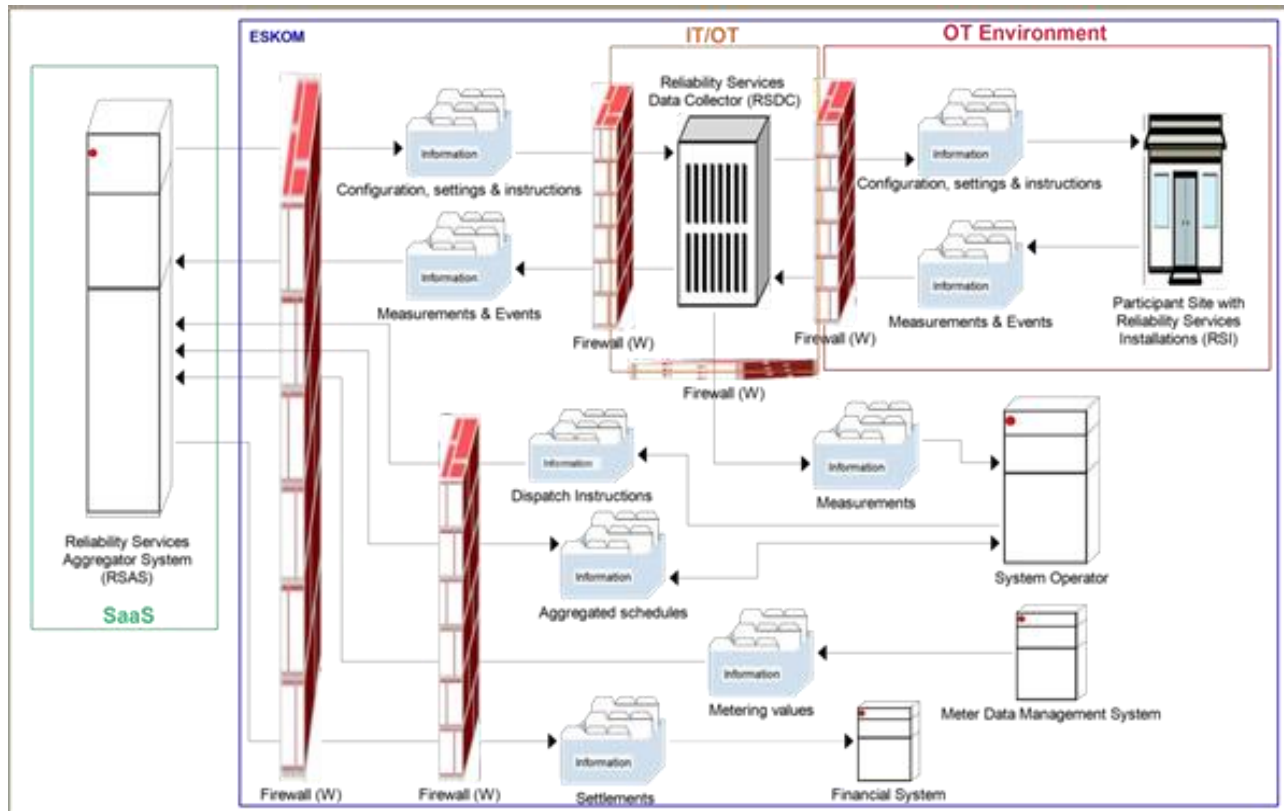


Figure 1: RSAP Conceptual Architecture

The RSAS must be capable of retrieving data from 3rd party MDMS or server in various data formats and validate data before utilisation.

## 1.3 Reliability Services Aggregator System

Eskom has adopted a cloud first strategy for IT to enable and leverage the benefits of agility to be more responsive to changing market conditions, cost advantages and high performance. However, as per corporate (including IT) governance requirements, Eskom is obligated to ensure user safety, security and privacy as well as the protection of enterprise information assets (as detailed in the Eskom Information Security Policy).

The scope of work for the Reliability Service Aggregator System (RSAS) is the following:

Design, configuration & customization, testing, commissioning and maintenance of a RSAS that

- Is flexible, adaptable, scalable and fully auditable.
- Manage Reliability Services products based on specific product criteria
- Manage up to 500 Participants
- Manage notification of system constraints
- Manage the bidding process
- Announcement of successful bids/offers
- Schedule Participants
- Dispatch as per System Operator requirements
- Comply with the latest scheduling and dispatch rules as per South African Grid Code
- Log all calls and track workflow from start to end, record load reduction and generation decline reasons or no answer for audit and Participant queries

- Perform customer baseline (calculations)
- Measure and verify load reductions and generation outputs
- Report on any anomalies
- Generate reports
- Verify Participants invoices (if required)
- Submit verified Participant invoices to designated system for payment (if required)
- Facilitate the payment process to ensure correct and timeous payments to Participants (if required).
- Migrate all historical data to RSAS
- Store, obtain and analyses historical information.
- Interfaces with other systems
  - a) Data acquisition system or MDMS or any other Systems (including third party metering interfaces) in different data formats
  - b) Provide/push real time system information to System Operator
- Comply with Eskom Information and Cyber security requirements.
- Provide Eskom with the necessary statistics regarding participation in the various reserve categories.
- RSAS Portal for Eskom staff with different levels of access and rights.
  - a) View statistics of the reserve categories and participant
  - b) Review/audit events
- Participant portal for
  - a) Capturing of bids,
  - b) viewing of schedules, relevant reports and plant information
  - c) Updating of personnel information
  - d) Requests for plant status changes
- Provide disaster recovery and hot standby capability for an availability factor of RSAS to be 99.7% - 24/7/365
- Store all system data for the duration of the contract and provide an extract of the RSAS database to Eskom. Eskom should be able to query the data in the database for its purposes.

The services to be provided: Communications Interfacings with System Operator as required.

- Training and skills transfer to users.
- Day to day Aggregator operations.
- Provide 24/7/365 helpdesk capability.
- Maintenance, support and upgrading of the RSAS
- Solution fault finding and ratification.

For detail information regarding the RSAS requirements, refer to the "RSAS Requirements" document, which must be interpreted as an extension of this document.

## **1.4 Reliability Services Data Collector And Reliability Service Installations**

### **1.4.1 Reliability Services Data Collector Operations and Maintenance (Including existing RSDC)**

- RS Data Collector Operations
- RS Data Collector Maintenance (Software and Hardware)
- RS Data Collector Application Support (including testing new software versions/updates in the test environment)
- RS Data Collector IT Support
- RS Data Collector Infrastructure  
Support RS Data Collector  
Reporting
- RS Data Collector  
Standby/Support RS Data  
Collector Spares Storage
- RS Data Collector Warranty Management
- RS Data Collector Disaster recovery with hot standby with procedure doc

### 1.4.2 Reliability Services Installation Operations and Maintenance (Including existing RSI's)

- RS Installation Monitoring and Reporting
- RS Installation Maintenance Management
- RS Installation Maintenance Planning
- RS Installation Maintenance/fault finding - OHS RS Installation Maintenance/fault finding Visits RS Installation Adhoc Projects - OHS
- RS Installation Adhoc Projects - Visits RS Installation Standby/Support
- RS Installation Technical Support
- RS Installation Advice and training for the Participant/End User RS Installation Spares Procurement
- RS Installation Spares Storage
- RS Installation Warranty Management
- RS Installation Disaster recovery with procedure doc RS Installation Sim card management and Sim testing

The scope of work is for two sub-systems concatenated and connected to the RSAP, namely: Reliability Service Installations and Data Collector/s. The technical requirements for each one of these sub-systems are covered in the following standard: **240-138187946 Reliability Service Data Collector and Reliability Service Installations standard**, which must be interpreted as an extension of this document

## 1.5 Interpretation and terminology

The following abbreviations are used in this Service Information:

### 1.5.1 DEFINITIONS

Definition	Explanation
Bid Capacity	Is the capacity in megawatt (MW) indicated by the Participant as available for load reduction/generation during the next Day.
Bid Price	Is the price (in R/MWh) at which the Participant is willing to make energy available to EMPLOYER or the price (in R/MW) at which the Participant is willing to make demand available to EMPLOYER.
Business Day	Any day, excluding a Saturday, Sunday or official public holiday in the Republic of South Africa.
Capacity Payment	Is the payment (in R/MW/h) to the Participant by EMPLOYER for capacity scheduled by EMPLOYER for relevant products, for which capacity has been or can be successfully load reduced/generated on instruction from EMPLOYER. Such payment is made irrespective of whether or not the Participant is required or not to provide load reduction or generation on instruction from EMPLOYER.
Virtual Power Station (VPS)	A centralised software system, through which Participant's product offerings will be managed and aggregated products offered to the EMPLOYER System Operator as part of reserves.
Certified Capacity	Is the capacity in megawatt (MW), that the Participant has proved to EMPLOYER on 2 (two) or more occasions that the participant can reduce/generate as per agreed specifications, and which has subsequently been accepted and certified by EMPLOYER.
Contract Schedule	Is a schedule provided to the Participant by EMPLOYER, specifying the capacity (in MW per hour) to be available for reduction or generation during each hour of the next Day.

<b>Definition</b>	<b>Explanation</b>
Curtailment Day	A day on which a Participant reduces load on request by EMPLOYER.
Customer Base Line (CBL)	A daily profile representing the amount of electricity the Participant would have consumed in each Integration Period for Weekdays and Week-end Days.
Demand Response (DR)	DR is an EMPLOYER initiative through which Participant's contract with EMPLOYER to make agreed capacity available for load reduction or generation on instruction from EMPLOYER System Operator.
DR Installation	Any equipment installed to enable the Participant to participate in a DR Program.
Energy Payment	Is the payment (in R/MWh) to the Participant by EMPLOYER for energy reduced or generated depended on the product contracted for during an Event.
EMPLOYER	Employer Holdings SOC Limited Divisions and Subsidiaries.
Event	A request by EMPLOYER to provide capacity for an applicable reserve category It can also be a request by participant to change certified capacity temporarily due to an issue that the participant is experiencing.
Integration Period	Interval metering data
Reliability Services	These are services contracted from Participants to enhance the frequency of the Interconnected Power System (IPS), these include Instantaneous Reserve, Ten-minute Reserve, Supplemental Reserve and Self-Generation
Load Reduction (LR)	It is a reduction in Participant load or consumption on instruction by EMPLOYER, measured in MW and/or MWh, over the Integration Period or a period as specifically instructed by the RSAS.
Participant	A contracted reliability services provider.
Scheduled Capacity	Is the capacity in MW that EMPLOYER requires the Participant to have available
Weekday	All days, excluding Week-end Days and public holidays
Week-end Day	Is any Saturday, Sunday, or public holiday.

**1.5.2 ABBREVIATIONS**

<b>Abbreviation</b>	<b>Explanation</b>
AS	Ancillary Services
CBL	Customer Base Line
DAS	Data Acquisition System
DR	Demand Response
DRD	Demand Response Department
DSO	Distribution System Operator
FAT	Factory Acceptance Test
FFR	Fast Frequency Response
IDR	Instantaneous Demand Response
LR	Load Reduction
MDMS	Metering Data Management System
NDC	Net Declared Capacity
PSRS	Power System Reliability Services
RoCoF	Rate of Change of Frequency
RSAP	Reliability Services Aggregator Programme
RSAS	Reliability Services Aggregator System
RSDC	Reliability Services Data Collector
RSI	Reliability Services Installation
SAT	Site Acceptance Test
SDR	Supplement Demand Response
SFR	Supplemental Fast Response
SO	System Operator
SR	Supplemental Reserve
TFR	Ten-minute Fast Response
YTD	Year to Date

**2. Management and start up**

**2.1 The Contractor’s plan for the service**

The Reliability Services Aggregator Programme (RSAP) comprises broadly of the following:

- Reliability Services Aggregator System (RSAS),
- Reliability Services Data Collector/s (RSDC),
- Reliability Services Installations (RSI),
- Various interfaces among the above,

The contractors plan for the Services must include:

**2.1.1 Reliability Services Aggregator System Operations and Maintenance**

Bidding  
Scheduling  
Dispatch

Metering- Retrieve data and analysis  
Performance reporting

Settlement reporting

Communications Recording (for audits)

- Ticket logging System (with unique identifier)
- Record keeping of RSAP communications
- Records of meeting (incl decisions and action items)"
- Disaster recovery with hot standby including

procedure/process 24/7 Help desk

- Standard day to day operations
- Operational assistance
- User enquiries
- Standard data extracts
- Standard reporting

Infrastructure and application support

- In-depth operational and technical support
- Non standard data extracts
- Specialised reporting (e.g. for auditors)
- Interface monitoring (for complete solution)
- Standard RSAP trouble shooting
- End user / Participant RSAS guidance, advice and training

Technical support

- Expert operational and technical support
- RSAP fault logging, trouble shooting, fault finding and problem solving with Group IT, Employer Telecoms, Participants or 3rd parties such as MTN or Vodacom, VM support etc.
- Completion of Technical/IT documentation as required
- Adhoc IT testing, support and documentation

Project Management

- Project Management for the complete solution incl RSAS, RSDC & RSI
- Project management detailed plan
- Meetings Monthly
- Admin/Record Keeping
- T&S, tools and data
- Meeting with auditors or 3rd parties

### **2.1.2 Reliability Services Data Collector Operations and Maintenance (Including existing RSDC)**

- RS Data Collector Operations
- RS Data Collector Maintenance (Software and Hardware)
- RS Data Collector Application Support (including testing new software versions/updates in the test environment)
- RS Data Collector IT Support
- RS Data Collector Infrastructure Support RS Data Collector Reporting
- RS Data Collector Standby/Support  
RS Data Collector Spares Storage
- RS Data Collector Warranty Management
- RS Data Collector Disaster recovery with hot standby with procedure doc

### **2.1.3 Reliability Services Installation Operations and Maintenance (Including existing RSI's)**

- RS Installation Monitoring and Reporting
- RS Installation Maintenance Management
- RS Installation Maintenance Planning
- RS Installation Maintenance/fault finding - OHS RS Installation Maintenance/fault finding Visits RS Installation Adhoc Projects - OHS
- RS Installation Adhoc Projects - Visits RS Installation Standby/Support
- RS Installation Technical Support
- RS Installation Advice and training for the Participant/End User RS Installation Spares Procurement
- RS Installation Spares Storage
- RS Installation Warranty Management
- RS Installation Disaster recovery with procedure doc RS Installation Sim card management and Sim testing

For more information, refer to the “**RSAS Requirements**” document and standard: “**240-138187946 Reliability Service Data Collector and Reliability Service Installations standard**” which must be interpreted as an extension of this document.

## 2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Adhoc – on request when required	TBD	The Employers Agent and Contractor
Overall contract progress and feedback	Monthly	TBD	The Employers Agent, Contractor and DR Team

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

The *Contractor* will be required to provide the contact details (including emergency cell phone numbers) of all the staff members working under the contract. It will be required that an organogram of the Contractor’s team be submitted, indicating the staff members and lines of reporting/authority and communication. The *Contractor* will also be required to inform the Employer on planned leave of the allocated project team and provide the abovementioned details of additional staff members that will be “standing in” when members are on leave.

## 2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* is to be provided by the *Contractor*.

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

### 2.5.1 Identification and communication

All contractual communication will be in the form of official letters on the Contractors stationary and signed. All reports will include the date in the file name format “year; month; day with document name and version number in formats as required, with Employer branding only. Emails will be accepted as general business communication.

### 2.5.2 Retention of documents

The *Contractor* will be required to retain copies of Participant data, drawings, specifications, reports and other documents which record the *services* in the form stated in the Scope. Note the time period for which the *Contractor* is to retain such documents is the *period for retention* stated in the Contract Data.

## 2.6 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;
- (add other as required)

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

## 2.7 Contract change management

In the event of any changes to the contract in the form of changes to the scope, cost and time, the *Employer's* governance process will be followed. The *Contractor* is not authorised to implement any changes to the contract unless authorised in writing by the *Service Manager*.

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

The *Contractor* shall keep records of all costs until the final account has been settled.

## 2.9 Insurance provided by the Employer

Refer to Z clause 12.2

## 2.10 Training workshops and technology transfer

The obligation for technology transfer being included as part of this contract on Completion of the Works is to train Eskom Staff and/or other *Contractors* on the use of the access control and remote monitoring system, installation and commissioning, as well as training on maintenance of the system.

## 2.11 Design and supply of Equipment

The *Contractor* shall comply with the requirements of the scope.

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

### 2.12.1 Equipment

- Reliability Services Installations and spares
- Reliability services Data Collector and spares
- All Software licences and *dates of expiry thereof*
- All equipment warranties and dates of expiry thereof

### 2.12.2 Information and other things

- Provide an extract of the complete RSAS database to Employer. Employer should be able to query the data in a database for its purposes.
- All maintenance manuals and records detailing the actions performed and dates thereof, as a minimum, shall be provided to the *Employer*.

## 2.13 Management of work done by Task Order

Task orders (as per 45.... numbers) will be submitted via email from the Employers Agent to the Contractor.

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

### 3.1 Health and safety risk management

The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of goods and execution of services. The *Contractor* shall;

- Comply with the *Employer's* lifesaving rules
- Acknowledge the *Employer's* rules and requirements
- Provide and maintain a current Health and Safety file
- After the site readiness health and safety file have been approved, the *Contractor* shall undergo the *Employer's/Participants* site induction before site access is granted.
- Ensure that there is always valid letter of good standing in the file.

Below is the list of standards applicable to this scope of work. The *Employer* provides only for the *Employer's* standards, it is the responsibility of the *Contractor* to source the national and international standards.

Drawing / Document number	Revision	Title
240-62196227		Lifesaving Rules
32-727		Safety, Health, Environmental and Quality policy (SHEQ) policy
ISO 9001		Quality Management Systems – Requirements

In addition, the Contractor must abide to all the Participants Sites, Quality, Health and Safety requirements including but not limited to an up to date Health and Safety file.

### 3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints as required

### **3.3 Quality assurance requirements**

#### **3.3.1 System requirements**

The Contractor will implement a Quality Management System that, as a minimum meets the requirements of ISO9001:2015 for Quality Management Systems. The Contractor will comply with the indicated requirements on tender and contract quality requirements and requirements for quality management ISO 9001 series forms of the QM-58 Standard for refurbishment, engineering, manufacturing and maintenance works at the Employer and applicable specifications, procedures and deliverables apply.

#### **3.3.2 Information in the quality plan**

The *Contractor* is required to provide a Quality policy statement and quality plan which complies to Employer's Quality Plan and requirements.

## **4. Procurement**

### **4.1 People**

#### **4.1.1 Minimum requirements of people employed on the Site**

*Contractor* to submit the number of people and their competencies to the *Service Manager* for approval.

The *Contractor* shall make arrangements for accommodation and transportation of his/her employees. The *Contractor* shall make his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar) which is in a roadworthy condition. All safety precautions shall be taken into consideration.

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

Eskom 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 1-3). 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 maintain their B-BBEE status level throughout the duration of the contract.

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 to a B-BBEE level 3 by the second anniversary 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 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

## 4.2 Subcontracting

### 4.2.1 Preferred subcontractors

N/a

### 4.2.2 Subcontract documentation, and assessment of subcontract tenders

Where feasible, a minimum of 30% subcontracting is applicable to contracts that are R30M and above. The beneficiaries will be EMEs and or QSEs that are 51% Black owned or more. A progress report on this requirement will be required on a monthly basis by contract management which will include invoices paid to the subcontracting company.

Tenderers shall subcontract with 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.

The following documents must be submitted before contract award:

- Proof of a sub-contract agreement/s
- CSD report of subcontractor/s
- Sub-contractor/s B-BBEE certificate / sworn affidavit.

Participating tenderer/s are required to populate the sub-contracting information on the table below:

Name of contractor / Contractors	
Proposed Scope of work to be performed by sub-contractor	
% <b>Subcontracting</b>	
Sub-contractor BBBEE Status Level and ownership	
Contact person	
Telephone number	
E-mail address	

### 4.2.3 Limitations on subcontracting

A supplier awarded a contract/purchase order may not subcontract more than 25% of the value of the purchase order 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.

## 4.3 Plant and Materials

### 4.3.1 Plant & Materials provided “free issue” by the *Employer*

The *Employer* will not provide any Plant & Materials required by the *Contractor* to perform the *works*.

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

The *Contractor* shall supply all plant and materials required for providing the *works*..

### **4.3.3 Spares and consumables**

The *Contractor* to purchase spares and consumables as part of their scope and approved by the *Service Manager*.

## **4.4 Cataloguing requirements by the *Contractor***

Should cataloguing be required the *Service Manager* shall provide the requirements

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

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

The *Contractor* shall abide by all *Employer's* and the specific *Participant's* entry, security control and site regulations including any Health and Safety requirements.

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

Restrictions and hours of work may apply on *Participant* sites. The *Contractor* must keep records of his people working on the Affected Property, including those of his Subcontractors. The *Service Manager* shall have access to these records at any time.

### **5.3 Health and safety facilities on the Affected Property**

The *Contractor* shall align their emergency plan with the *Employer's* or *Participants* emergency plan.

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

The *Contractor* shall abide by all *Employer's* and the specific *Participant's* requirements and conditions

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

The *Contractor* shall keep daily records of his equipment used on Site and the Working Areas (distinguishing between owned and hired equipment) with access to such daily records available for inspection by the *Service Manager* at all reasonable times.

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

The *Employer* will not provide any equipment required by the *Contractor* to perform the *services*.

## **5.7 Site services and facilities**

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

- Reliability Services *Participants* and contract parameters
- Aggregate schedules and dispatch signals
- Assistance with access to Eskom/*Participant* sites as and when required.
- Access to MV90 and Powi data
- Third party access for the consultant
- Physical Access to Eskom Server Room for Data Collector hosting;
- Network Access to Eskom Server Room for Data Collector hosting;
- Eskom APN Network and Consultant access to Eskom APN Network;
- Per network that Eskom decides to use, SIM Cards provisioned to the Eskom APN per site;
- Access/approval for third party metering systems if required;

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

The *Contractor* shall supply all plant and materials required for providing the services.

The *Contractor* shall make arrangements for accommodation and transportation of his/her employees. The Contractor shall make his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar) which is in a roadworthy condition. All safety precautions shall be taken into consideration.

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

The *Contractor* shall comply with the Occupational Health and Safety Act 85 of 1993 and National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) (NEMWA).

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

- All personnel working at heights shall be certified medically fit to work at heights.
- The *Contractor* shall have a valid certificate for working at heights and must have been appointed in writing. The *Contractor* shall ensure that all the FAS (fall arrest system) is inspected prior to use.
- The *Contractor* shall ensure the appointed work at heights rescuers have the appropriate rescue kits.
- The *Contractor* shall ensure that all the mechanisms and equipment that will be used for working at heights are inspected including all the necessary supporting documents e.g. the use of skyjacks, stepladder, scaffoldings etc.

### **5.10 Tests and inspections**

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

The *Contractor* shall conduct the applicable tests from the approved FAT and SAT procedures as selected by the *Employer*



