



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 and Training on Internet Protocol Address Management (IPAM) solution on an as and when required basis for a period of five (5) years.**

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CONTRACT No. [.....]

PART C1: AGREEMENTS & CONTRACT DATA

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| [to be inserted from Returnable Documents at award stage] | |
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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:

Support and Training on Internet Protocol Address Management (IPAM) solution 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 or C | The offered total of the Prices exclusive of VAT is | Not Applicable – as and when required basis |
| Option E | The first forecast of the total Defined Cost plus the Fee exclusive of VAT is | Not Applicable – as and when required basis |
| | Sub total | Not Applicable – as and when required basis |
| | Value Added Tax @ 15% is | [Not Applicable – as and when required basis |
| | The offered total of the amount due inclusive of VAT is ¹ | Not Applicable – as and when required basis |
| | (in words) Not Applicable – as and when required basis. | |

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

**for the
Employer**

(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 | _____ | Alison Maseko |
| Capacity | _____ | Senior Manager System Operator Telecommunications |
| 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 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: | |
| | dispute resolution Option and secondary Options | A: Priced contract with price list W1: Dispute resolution procedure |
| | | X1: Price adjustment for inflation X2: Changes in the law X3: Multiple currencies X4: Parent company guarantee |
| | | X17: Low service damages X18: Limitation of liability X19: Task Order |
| | | Z: Additional conditions of contract |
| | of the NEC3 Term Service Contract April 2013 ² (TSC3) | |

| | | |
|------|--------------------------------|--|
| 10.1 | The <i>Employer</i> is (name): | 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 |
| | Address | Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg |
| | Tel No. | 011 871 3587 |

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

| | | |
|----------|---|--|
| 10.1 | The <i>Service Manager</i> is (name): Address Tel Cell e-mail | Thulani Mkhwanazi System Operator Telecommunications Engineering Building, Simmerpan Germiston 1400 011 871 3587 082 828 5377 thulani.mkhwanazi@ntcsa.co.za |
| 11.2(2) | The Affected Property is | South Africa |
| 11.2(13) | The <i>service</i> is | Support and Training on Internet Protocol Address Management (IPAM) solution on an as and when required basis for a period of five (5) years. |
| 11.2(14) | The following matters will be included in the Risk Register | 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. |
| 11.2(15) | The Service Information is in | Part 3: Scope of Work and all documents and drawings to which it makes reference. |
| 12.2 | The <i>law of the contract</i> is the law of | the Republic of South Africa |
| 13.1 | The <i>language of this contract</i> is | English |
| 13.3 | The <i>period for reply</i> is | Two (2) weeks |
| 2 | The <i>Contractor's</i> main responsibilities | Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data |
| 21.1 | The <i>Contractor</i> submits a first plan for acceptance within | Four (4) weeks of the Contract Date |
| 3 | Time | |
| 30.1 | The <i>starting date</i> is. | TBC |
| 30.1 | The <i>service period</i> is | Five (5) Years for the overall contract, but as stated on individual task order/SAP purchase order. 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 |
| | Delivery Lead Time Services | Four (4) Weeks of the purchase order and both parties will mutually agree to a project plan to minimise delays. |

| | | |
|------|---|--|
| | Inco Term Delivery Point | Simmerpan/or any designated site. |
| 4 | Testing and defects | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data |
| 5 | Payment | |
| 50.1 | The <i>assessment interval</i> is | The last day of each successive month. |
| 51.1 | The <i>currency of this contract</i> is the | South African Rand |
| 51.2 | The period within which payments are made is | 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) |
| 51.4 | The <i>interest rate</i> is | Zero% . |
| 6 | Compensation events | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data |
| 7 | Use of Equipment Plant and Materials | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data |
| 8 | Risks and insurance | |
| 80.1 | These are additional <i>Employer's risks</i> | None |
| 9 | Termination | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. |
| 10 | Data for main Option clause | |
| A | Priced contract with price list | |
| 20.5 | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than | One (1) week of the issue of Task Order/SAP Purchase Order. |
| 50.6 | The <i>exchange rates</i> are those published in | South African Reserve Bank on [•] (date) |
| 11 | Data for Option W1 | |
| W1.1 | The <i>Adjudicator</i> | the person selected from the ICE-SA Division (or its successor body) of the South African |

| | | | | |
|-----------|--|--|---------------------|-----------------------------------|
| | | Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA). | | |
| W1.2(3) | The <i>Adjudicator nominating body</i> is: | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body. | | |
| W1.4(2) | The <i>tribunal</i> is: | arbitration | | |
| W1.4(5) | The <i>arbitration procedure</i> is | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. | | |
| | The place where arbitration is to be held is | South Africa | | |
| | The person or organisation who will choose an arbitrator | 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 | | | |
| 12 | Data for secondary Option clauses | | | |
| X1 | Price adjustment for inflation | | | |
| X1.1 | The <i>base date</i> for indices is | TBC. | | |
| | The proportions used to calculate the Price Adjustment Factor are: | proportion | linked to index for | Index prepared by |
| | | 85%. | Labour | Stats SA |
| | | 15% | non-adjustable | |
| | | 100% | | |
| | CPA will kick in 12 months after contract signature. Contract price adjustments to take effect on the anniversary of the contract. | | | |
| X2 | Changes in the law | There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data. | | |
| X3 | Multiple currencies | | | |
| X3.1 | The <i>Employer</i> will pay for these items or activities in the currencies stated | Items & activities | Other currency | Maximum payment in other currency |

| | | |
|------------|--|--|
| | | <p>excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right. |
| X18.5 | The <i>end of liability date</i> is | Twelve (12) months after the end of the <i>service period</i> . |
| X19 | Task Order/SAP Purchase Order | |
| X19.5 | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within | Five (5) days of receiving the Task Order/SAP Purchase Order |
| Z | The additional conditions of contract are | Z1 to Z14 always apply. |
| Z1 | Cession delegation and assignment | |
| Z1.1 | The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> . | |
| Z1.2 | Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract. | |
| Z2.2 | Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf. | |
| Z2.3 | The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing. | |
| Z3 | Change of Broad Based Black Economic Empowerment (B-BBEE) status | |
| Z3.1 | Where a change in the <i>Contractor's</i> 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 purpose, including to influence an Affected Party to act unlawfully

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 in connection with this contract | The amount required by the applicable law |

Z 12.2 Replace core clause 86 with the following:

Insurance by the 86

Employer

86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

| Insurance against or name of policy | Minimum amount of cover or minimum limit of indemnity |
|---|--|
| Assets All Risk | Per the insurance policy document |
| Contract Works insurance | Per the insurance policy document |
| Environmental Liability | Per the insurance policy document |
| General and Public Liability | Per the insurance policy document |
| Transportation (Marine) | Per the insurance policy document |
| Motor Fleet and Mobile Plant | Per the insurance policy document |
| Terrorism | Per the insurance policy document |
| Cyber Liability | Per the insurance policy document |
| Nuclear Material Damage and Business Interruption | Per the insurance policy document |
| Nuclear Material Damage Terrorism | Per the insurance policy document |

Z13 Nuclear Liability

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

Z14 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- OEL** means occupational exposure limit.
- Parallel Measurements** means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
- Safe Levels** means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- Standard** means the *Employer's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
- SANAS** means the South African National Accreditation System.
- TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Low Service Damages Table

| Clause | Item | Description of noncompliance to employers' requirements | Damages payable by the contractor to the employer |
|---------------|--|---|--|
| X17 | | | |
| X17.1.2 | 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 |
| X17.1.3 | Response times for installation and commissioning services | Inability of the contractor to install and commission equipment/material as per agreed project timelines. | 2% of Task / Purchase Order value |
| X17.1.4 | Response times for support and maintenance services | Inability of the contractor to meet SLA response times as stipulated in the Scope Of Work (table 2 of 240-135089195) | As per 3.5.1.7 of 240-135089195 |
| X17.1.5 | 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 . |
| A | Priced contract with price list | |
| 11.2(12) | The <i>price list</i> is in | |
| 11.2(19) | The tendered total of the Prices is | R |

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 **09** 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

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PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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.

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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 and Training on Internet Protocol Address Management (IPAM) solution 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-IPAM solution~~ ~~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 is under deployment.

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

1. 240-86458714 Generic Requirements Specifications for a telecommunications Network Management Solution.
2. 240-17000369 IP Address Management Solution Functional Specification
3. 240-17000587 Technical Evaluation Criteria for ET IP Address Management Solution
4. 559- 252099637 IPAM scope of work
5. 240-135089195 Generic Technical Requirements for Eskom Telecoms Contracts.
6. 240-132190480 Telecommunications Equipment Installation Standard.
7. ST_240-76666863 Telecommunications Network Architecture Standard.
8. 240-60725641 Specification for Standard (19 Inch) Equipment Cabinets.
9. 240-171000271 NTCSA Cybersecurity Architecture and Design Principles.
10. Safety and Health Specification
11. Supplier Quality Management Specification
12. Environmental Specification.
13. Annexure B : Acknowledgement form of NTCSA rules
14. Annexure C1 SHE tender Evaluation template.
15. HIRA
16. Form A 2018
- 16-17. 240-170001061 Transmission Cyber Security Standard for OT
- 17-18. OEM equipment roadmap template
- 18-19. Supplier Tendered Equipment Declaration
19. Client Machines for Network Management System and Simulator addendum Rev 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. 240-171000271 NTCSA Cybersecurity Architecture and Design Principles.
8. Safety and Health Specification

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9. ~~Supplier Quality Management Specification~~
10. ~~Environmental Specification~~
11. ~~Annexure B - Acknowledgement form of NTCSA rules~~
12. ~~Annexure C1 SHE tender Evaluation template~~
13. ~~HIRA~~
14. ~~Form A 2018~~
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. ~~240-170001061 Transmission Cyber Security Standard for OT~~
22. ~~OEM equipment roadmap template~~
23. ~~Supplier Tendered Equipment Declaration~~
24. ~~Client Machines for Network Management System and Simulator addendum Rev 1~~

Interpretation and terminology

The following abbreviations are used in this Service Information:

| Abbreviation | Meaning given to the abbreviation |
|--------------|---|
| MSAP/IPAM | Multi-Service Access Platform Internet Protocol Address Management |
| TDM | Time Division Multiplexing |
| NMC | Network Management Centre |
| URS | User Requirement Specification |
| OEM | Original Equipment Manufacturer |

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

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

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

| Title and purpose | Approximate time & interval | Location | Attendance by: |
|---|-----------------------------|-----------|---|
| Contractor Executive Meeting Address <i>Contractor</i> relations Address medium to high risk matters | Quarterly | 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.

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*

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

Training workshops and technology transfer

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 IPAM solution if possible
- 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 IPAM solution [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 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 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 Contractors 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

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

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

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

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

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

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service 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* shall comply with the environmental criteria and constraints stated in Annexure _____

The Contractor/Contractor shall comply with the environmental criteria and constraints stated in the enquiry documents.

Quality assurance requirements

The Contractor shall have an established Quality Management System according to the ISO9001:2015 Requirements. The Contractor shall manage Documentation and Records in accordance with ISO 9001:2015 requirements. The contractor shall have a Quality Method statement based on scope for each activity tendered for detailing the systems that will be implemented to meet the applicable requirements and records/reports to be submitted to the Employer as evidence of successfully meeting the requirements for each activity stated in the IPAM scope of work.

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.

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)

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

Subcontracting

Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

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 |
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